File No. 140444 Committee Item No. 1
Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight **Date** June 26, 2014

Board of Supervisors Meeting **Date** _____

Cmte	Board	
☐	☐	**Motion**
☐	☐	**Resolution**
☒	☐	**Ordinance**
☒	☐	**Legislative Digest**
☐	☐	**Budget and Legislative Analyst Report**
☐	☐	**Youth Commission Report**
☒	☐	**Introduction Form**
☒	☐	**Department/Agency Cover Letter and/or Report**
☐	☐	**MOU**
☐	☐	**Grant Information Form**
☐	☐	**Grant Budget**
☐	☐	**Subcontract Budget**
☐	☐	**Contract/Agreement**
☐	☐	**Form 126 – Ethics Commission**
☐	☐	**Award Letter**
☐	☐	**Application**
☐	☐	**Public Correspondence**

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

☒	☐	Development Agreement
☒	☐	Development Agreement Summary
☒	☐	Infrastructure Plan
☒	☐	Design Plans
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	
☐	☐	

Completed by: Alisa Miller **Date** June 20, 2014
Completed by: _____ **Date** _____

FILE NO. 140444 ORDINANCE NO.

[Development Agreement - Schlage Lock Project - Visitacion Development, LLC]

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

NOTE: Additions are *single-underline italics Times New Roman*; deletions are ~~*strike-through italics Times New Roman*~~. Board amendment additions are double-underlined; Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Project Findings. The Board of Supervisors makes the following findings:

A. California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

B. Chapter 56 of the San Francisco Administrative Code ("Chapter 56") sets forth certain procedures for the processing and approval of development agreements in the City and County of San Francisco (the "City").

C. Visitacion Development, LLC, a California limited liability company, a subsidiary of Universal Paragon Corporation, a Delaware limited liability company (the "Developer") is the owner of that certain real property formerly occupied by the Schlage Lock Company

located in Visitacion Valley (the "Project Site"). The Project Site is generally bounded to the north and west by McLaren Park and the Excelsior and Crocker Amazon districts, to the east by the Caltrain tracks and to the south by the San Francisco/San Mateo County line and the City of Brisbane.

D. Developer filed applications with the City's Planning Department to (a) amend the City's Planning Code to create the Schlage Lock Special Use District, (b) amend the City's General Plan to change applicable height and bulk classifications, and (c) amend applicable zoning maps.

E. The Developer has proposed a long-term, mixed-use development program that includes up to 1,679 dwelling units of new housing, up to 46,700 square feet of new retail, and the rehabilitation of a historic office building located on-site (the "Project"). Through the development of the Project, the Project Site will be transformed into a mixed-use, transit-oriented development with new public streets and new parks, all as further described in the proposed development agreement, a copy of which is on file with the Clerk of the Board in File No. 140444 (the "Development Agreement").

F. Concurrently with this Ordinance, the Board is taking a number of actions in furtherance of the Project, including the approval of amendments to the City's General Plan (Board File No. 140675), Planning Code (Board File No. 140445), and Zoning Maps (Board File No. 140445) (collectively, together with this Ordinance, the "Project Ordinances").

G. The City has determined that as a result of the development of the Project Site in accordance with the Development Agreement, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies, as more particularly described in the Development Agreement. The Development Agreement will eliminate uncertainty in the City's land use planning for the Project Site and

secure orderly development of the Project Site consistent with the Visitacion Valley/Schlage Lock Special Use District.

Section 2. ENVIRONMENTAL FINDINGS.

A. The San Francisco Planning Commission and the former San Francisco Redevelopment Agency certified a final environmental impact report ("FEIR") for the Visitacion Valley Redevelopment Program, Planning Department File No. 2006.1308E, on December 18, 2008. The project analyzed in the EIR was for redevelopment of an approximately 46-acre project area in San Francisco's Visitacion Valley neighborhood, extending on both sides of Bayshore Boulevard roughly between Sunnydale Avenue and Blanken Avenue and along the Leland Avenue commercial corridor. The project was intended to facilitate re-use of the vacant Schlage Lock property (The "Project Site"; also referred to as "Zone 1"), revitalize other properties along both (east and west) sides of Bayshore Boulevard, and help revitalize the Leland Avenue commercial corridor (also referred to as "Zone 2").

B. When California eliminated all redevelopment agencies in the State in February, 2012, the City of San Francisco initiated new efforts to move forward with the development of the Schlage Lock site (Zone 1) in light of reduced public funding and jurisdictional change. Thus, the proposed project was revised with respect to Zone 1, and these modifications were analyzed in an Addendum to the FEIR prepared by the Planning Department and referred to as the "Modified Project". The Modified Project differs from the project analyzed in the FEIR in that, among other changes, the number of residential units in Zone 1 will increase from 1,250 to 1,679 and the amount of commercial retail space in Zone 1 will decrease from 105,000 to 46,700 square feet. The amount of cultural uses will not change and remains at 15,000 square feet. The projected growth for Zone 2 will remain the same, as set forth in the Addendum.

C. The Board has reviewed the FEIR and the Addendum and hereby finds that since certification of the FEIR and the Addendum, no changes have occurred in the proposed Project or in the circumstances under which the Project would be implemented that would cause new significant impacts or a substantial increase in the severity of impacts identified and analyzed in the FEIR and the Addendum, and that no new information has emerged that would materially change the analyses or conclusions set forth in the FEIR and the Addendum. The Modified Project would not necessitate implementation of additional or considerably different mitigation measures than those identified in the FEIR and the Addendum.

Additionally, the Board hereby adopts and incorporates by reference as though fully set forth herein the environmental findings of the Planning Commission, a copy of which is on file with the Board of Supervisors in File No. 140444, including but not limited to the Planning Commission's rejection of certain transportation mitigation measures as infeasible and its finding that no other feasible mitigation measure are available to address certain identified significant impacts. The Board further adopts and incorporates by reference the Mitigation Monitoring and Reporting Program, a copy of which is on file with the Board of Supervisors in File No. 140444, and the Mitigation Monitoring and Reporting Program, a copy of which is on file with the Board of Supervisors in File No. 140444.

Section 3. General Plan and Planning Code Section 101.1(b) Findings.

A. The Board of Supervisors finds that the Development Agreement will serve the public necessity, convenience and general welfare for the reasons set forth in Planning Commission Resolution No. 19164 and incorporates those reasons herein by reference.

B. The Board of Supervisors finds that the Development Agreement is in conformity with the General Plan, as amended, and the eight priority policies of Planning Code Section 101.1 for the reasons set forth in Planning Commission Resolution No. 19164. The Board

hereby adopts the findings set forth in Planning Commission Resolution No. 19164 and incorporates those findings herein by reference.

Section 4. Development Agreement.

A. The Board of Supervisors approves all of the terms and conditions of the Development Agreement, in substantially the form on file with the Clerk of the Board of Supervisors in File No. 140444, including but not limited to, the non-applicability of certain provisions of the Costa-Hawkins Rental Housing Act (California Civil Code sections 1954.50 et seq.; the "Costa-Hawkins Act"), and Developer's waiver of any and all rights under the Costa-Hawkins Act and any other laws or regulations so that each below market rent ("BMR") unit will be subject to the City's BMR requirements as set forth in Planning Code section 415 and the Affordable Housing Plan as attached to the Development Agreement.

B. The Board of Supervisors also approves the subdivision and condominium map provisions as set forth in Section 3.9 of the Development Agreement.

C. Without limiting the terms of the Development Agreement, the Board of Supervisors expressly finds that the items listed in Sections 4.A and 4.B above are a material and important part of the Development Agreement, and the Board would not be willing to approve the Development Agreement without these provisions.

D. The Board of Supervisors approves and authorizes the execution, delivery and performance by the City of the Development Agreement, subject to the approval of the Development Agreement by the City's Municipal Transportation Agency and Public Utilities Commission, and any other City agencies as required, each in their sole discretion (the "Subsequent Approvals") and Developer's payment of all City costs with respect to the Development Agreement. Upon receipt of the Subsequent Approvals and the payment of City's costs billed to Developer, (i) the Director of Planning and other listed City officials are

authorized to execute and deliver the Development Agreement, and (ii) the Director of Planning and other applicable City officials are authorized to take all actions reasonably necessary or prudent to perform the City's obligations under the Development Agreement in accordance with the terms of the Development Agreement and Chapter 56, as applicable. The Director of Planning, at his or her discretion and in consultation with the City Attorney, is authorized to enter into any additions, amendments or other modifications to the Development Agreement that the Director of Planning determines are in the best interests of the City and that do not materially increase the obligations or liabilities of the City or decrease the benefits to the City under the Development Agreement, subject to the approval of any affected City agency as more particularly described in the Development Agreement.

Section 5. Chapter 56 Waiver; Ratification.

A. In connection with the Development Agreement, the Board of Supervisors finds that the requirements of Chapter 56 have been substantially complied with, and hereby waives any procedural or other requirements of Chapter 56 if and to the extent that they have not been complied with.

B. All actions taken by City officials in preparing and submitting the Development Agreement to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials consistent with this Ordinance.

Section 6. Effective Date. This Ordinance shall become effective on the date that all of the Project Ordinances are effective.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Heidi J. Gewertz
Deputy City Attorney

n:\spec\as2014\1300180\00921145.doc

FILE NO. 140444

LEGISLATIVE DIGEST

[Development Agreement - Schlage Lock Project - Visitacion Development, LLC]

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

Existing Law

California Government Code section 65864 *et seq.* (the "Development Agreement Statute") and Chapter 56 of the San Francisco Administrative Code ("Chapter 56") authorize the City to enter into a development agreement regarding the development of real property.

Amendments to Current Law

The proposed ordinance, if adopted, would result in the approval of the proposed development agreement (the "Development Agreement") with Visitacion Development, LLC ("Developer") in accordance with the Development Agreement Statute and Chapter 56. The Development Agreement would provide to Developer the vested right to develop the project site as described in the Development Agreement over a 15 year term. There are no proposed amendments to current law.

Background Information

Under the Development Agreement, the Developer proposes to implement a long-term, mixed-use development program that includes up to 1,679 dwelling units of new housing, up to 46,700 square feet of new retail, and the rehabilitation of a historic office building located on-site (the "Project"). Through the development of the Project, the Project site will be transformed into a mixed-use, transit-oriented development with new public streets and new parks, all as further described in the proposed development agreement, a copy of which is on file with the Clerk of the Board in File No. 140444 (the "Development Agreement").

By separate legislation, the Board is considering taking a number of actions in furtherance of the proposed project, including the approval of amendments to the City's General Plan, Planning Code and Zoning Maps.

ECONOMIC AND WORKFORCE DEVELOPMENT
TODD RUFO, DIRECTOR



CITY AND COUNTY OF SAN FRANCISCO
EDWIN M. LEE, MAYOR

Schlage Lock Development Project
Development Agreement Summary

June 16, 2014

Background

The proposed development agreement between the City and County of San Francisco and Visitation Development, LLC (a division of Universal Paragon Corporation) will allow for the transformation the 20-acre Schlage Lock site, a formerly industrial property, into a vibrant extension of the Visitacion Valley community. This development agreement will require Visitacion Development, LLC (the "Developer") to adhere to strictly-defined design and development controls and to deliver a predetermined set of community benefits, including parks, development impact fees, and a grocery store. In exchange for making these commitments in advance, the Developer will be granted the vested right to develop 1,679 units of housing and 46,700 square feet of retail at the Schlage Lock site (the "Site"), as well as certain fee waivers and public investment in the development .

This development agreement and its accompanying design controls represent the culmination of a community planning process that has lasted over a decade. Until 2011, the Project was expected to become a Redevelopment Area and gain access to approximately $50 million in tax increment funding, which would have substantially offset the costs of soil and groundwater remediation and the development of new roads, utilities, parks, pedestrian infrastructure, and affordable housing. After Redevelopment was dissolved, the City reopened the Schlage Lock community planning process to come up with a development plan that was financially feasible without Redevelopment funds, while still maximizing public amenities.

Today's development agreement achieves this goal by increasing the amount of housing allowed and pledging much more limited public subsidy to the project's community benefits, which have been re-envisioned based on priorities set by the local community.

Key Provisions of the Development Agreement

VESTED DEVELOPMENT PROGRAM

The development agreement ("DA") has a 15-year term, during which time the Developer will have a vested right to develop the Site. Vested elements include locations and numbers of buildings; land uses and height and bulk limits, including unit count, intensity, and gross square footages; parking ratios; development impact fees; and provision for construction and maintenance of public improvements. Specifically, the Developer may develop up to 1,679 new residential units, 46,700 square feet of new commercial and retail use, renovation of the Historic Office Building, and off-street parking at maximum ratios of one space per residential unit and one space per 333 square feet of commercial space.

DESIGN AND DEVELOPMENT CONTROLS

The DA is part of a larger regulatory approvals package that also includes the rezoning of the project site to permit mixed use development, a Planning Code text amendment creating a special use district for the project site, and a General Plan amendment to remove references to the former Visitacion Valley/Schlage Lock Redevelopment Area. A Design for Development document and an Open Space and Streetscape Master Plan will be incorporated by reference into both the DA and the revised special use district language. The project will be subject to phase approvals, through which the Planning Director will make sure that each phase of development is designed to provide all of the required infrastructure and public benefits, and building and park design review approvals, through which the Planning Director will make sure that all architecture and park design is consistent with the project's design and open space controls. Opportunities for community participation in these phase and design review milestones are spelled out in the DA and in complimentary changes to the Visitacion Valley Schlage Lock Special Use District portion of the Planning Code. So long as the Planning Director, with feedback from the community, determines that a proposed phase or design complies with the design controls and all other applicable DA provisions, the Planning Director is obligated to grant the corresponding phase or design approval.

PUBLIC AND COMMUNITY IMPROVEMENTS

The Developer will be responsible for designing, developing and installing all "Public Improvements" (including roadways, sidewalks, utilities, bicycle infrastructure, off-site intersection improvements) and "Community Improvements" (public benefits including parks and the historic office building).The City agrees to accept the Project's completed Public Improvements, so long as those improvements have been designed and built to conform with all applicable City standards and the Project's design controls. The Developer or its successors will be responsible for the maintenance and operation of Public and Community Improvements not dedicated or transferred to the City, as well as all parks and sidewalks, regardless of whether they are transferred to the City.

INCLUSIONARY HOUSING PROGRAM REQUIREMENT

The Project has a 15% inclusionary housing requirement, which may be satisfied through a combination of:

a) On-site Below Market Rate (BMR) units located within mixed-income buildings;

b) On-site BMR units located within a building of up to 100% affordable units, provided that the Project may include only one such building;

c) Off-site affordable units, built by Developer, at a rate of 23%;

d) Payment of the Affordable Housing fee, at a rate of 20%;

e) Dedication to the City of a development-ready parcel, subject to terms to be negotiated with the Mayor's Office of Housing at the time of dedication.

At least 2/3 of the Inclusionary Housing Program Requirement must be satisfied with on-site BMR units delivered through options (a) and/or (b) above.

TRANSPORTATION FEE

The Developer will pay a fee equivalent to the TIDF for all uses on the Site (including residential development, which is not currently subject to the TIDF) This transportation fee will be calculated as follows: the Transit Impact Development Fee ("TIDF") will apply to all product types currently covered by the TIDF. Since the TIDF does not apply to residential development, the project's residential development will

be subject to an impact fee rate that is consistent with the February, 2011, nexus study entitled "The San Francisco Transit Impact Development Fee Update." These baseline fees will then be modified as follows:

a) For each new building constructed, the transportation fee obligation will be reduced by an amount equivalent to 28% of that building's Visitacion Valley Fee, in consideration for the fact that 28% of the Visitacion Valley Fee is automatically earmarked for local transportation improvements.

b) The first $3 million owed will be waived in consideration of (1) off-site intersection mitigations and (2) additional transportation improvements delivered by the Project to create pedestrian access to the Bayshore Caltrain Station.

NEIGHBORHOOD IMPACT FEE

The Project will be subject to the Visitacion Valley Community Facilities and Infrastructure Fee ("Visitacion Valley Fee") based on the formula in the corresponding fee ordinance, reduced by 33% in consideration of in-kind public benefits provided by the Project, including the rehabilitation of the Historic Office Building and the provision of two new neighborhood-serving parks.

GROCERY AND RETAIL

Parcel 1 of the Project must include a full service grocery store of at least 15,000 square feet and a total retail area of 20,000 square feet.

WORKFORCE

The Developer will participate in the City's First Source Hiring program for all construction jobs and end use commercial jobs. Developer will also pay prevailing wages in connection with all Public Improvements (including streets, sidewalks, utilities, bicycle infrastructure, off-site intersection improvements) and Community Improvements (including pedestrian paths, parks and open spaces).

HISTORIC OFFICE BUILDING

The historic office building must be first stabilized and later fully rehabilitated according to the Department of the Interior standards. Twenty-five percent (25%) of the historic office building's net leasable floor area must house community-serving uses, which may include but not be limited to health clinics, classrooms, childcare, non-profit offices, community meeting room.

PHASING PLAN

The DA includes a phasing plan that ensures that the project's public benefits will be completed at a pace that is commensurate with the new housing development, as follows:

- **Grocery Store:** A grocery store must be included in Phase 1 of the development, unless the Developer can demonstrate to the Planning Commission that one is not feasible and the Commission takes action to remove this obligation. No development beyond Phase 1 may commence until the Grocery store has been completed or the Commission has waived the requirement.

- **Transportation and Infrastructure Improvements:** New streets/sidewalks and corresponding infrastructure and utilities must be constructed in tandem with, or in advance of, the parcel(s) that those road/utility segments serve.

- **Parks:** Either Leland Park or Visitacion Park must be completed before the 600th unit of housing can be occupied. The remaining park must be completed before the 975th housing unit may be occupied. Leland Park must be delivered before or concurrently with the development of Parcels 3 and 4, even if those parcels do not include the 600th or 975th housing unit.

- **Historic Office Building:** The Developer will be required to stabilize and secure the Historic Office Building, as well as restore its façade to an attractive condition, as part of Phase 1's Community Improvement requirement. The Historic Office Building must then be fully rehabilitated in conjunction with the development of Parcel 11 and Parcel 12.

The phasing plan places strict performance standards on the first phase of development to ensure that the project begins in a timely manner and prioritizes the public benefits that are most important to the local community. Thus, the first phase of development ("Phase 1") must include housing and full-service grocery store on Parcels 1 and 2, which will define an extension of the Leland Avenue commercial corridor across Bayshore Boulevard. The phasing plan permits Phase 1 to also include up to two additional parcels (with Parcels 3 and 4 together and Parcels 5 and 6 together each counting as a single parcel for purposes of defining Phase 1). The DA requires that the Developer take steps to begin Phase 1 within a commercially reasonable timeframe.

CITY FUNDING COMMITMENTS

- **Proposition K Funds:** The Project will receive $2 million of Proposition K sales tax funds to help support transportation improvements that serve the larger community through improved pedestrian safety and pedestrian access to the Bayshore Caltrain Station.

- **Additional Transportation Funds:** The Project will receive $1.5 million of SFMTA funds to help support transportation improvements that serve the larger community through off-site intersection improvements and improved pedestrian safety and pedestrian access to the Bayshore Caltrain Station.

- **Possible Park Subsidy:** Upon the completion of park construction, the Recreation and Park Department will acquire Leland Park and Visitacion Park, subject to the Developer's satisfaction of certain terms and conditions. The total purchase price for both parks will be $4.5 million, which is significantly below full market value.

- **Tax Credits**: Should New Market Tax Credits and/or Historic Tax Credits be available for the Project, the City will cooperate with the Developer in their efforts to obtain those tax credits for the Project. The City will not be obligated to grant either type of tax credit to the Project nor to prioritize this Project over any other project seeking those tax credits.

- **Mello Roos Community Facilities District (CFD):** The City will cooperate with the Developer to set up one or more CFD's to fund capital improvements and/or ongoing maintenance as permitted by State law.

- **Other Grants and Subsidies:** The Project includes a number of costs that may be eligible for various grant and subsidy programs administered by various City, State or Federal agencies. The City will cooperate with the Developer in their efforts to obtain those subsidies.

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

Angela Calvillo, Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND VISITACION DEVELOPMENT, LLC, A SUBSIDIARY OF THE UNIVERSAL PARAGON CORPORATION
RELATIVE TO THE DEVELOPMENT KNOWN AS
THE SCHLAGE LOCK DEVELOPMENT PROJECT

TABLE OF CONTENTS

Page

1. **GENERAL PROVISIONS** 6
   1.1. Incorporation of Preamble, Recitals and Exhibits 6
   1.2. Definitions 6
   1.3. Effective Date 16
2. **VESTING AND CITY OBLIGATIONS** 16
   2.1. Vested Rights 16
   2.2. Existing Standards 17
   2.3. Future Changes to Existing Standards 17
   2.4. Fees and Exactions 19
   2.5. Limitation on City's Future Discretion 20
   2.6. Changes in Federal or State Laws 20
   2.7. No Action to Impede Basic Approvals 22
   2.8. Criteria for Approving Implementing Approvals 22
   2.9. Construction of Public Improvements 23
   2.10. Taxes 23
3. **DEVELOPMENT OF PROJECT SITE** 23
   3.1. Development Rights 23
   3.2. Compliance with CEQA 23
   3.3. Vested Rights; Permitted Uses and Density; Building Envelope 23
   3.4. Commencement of Construction; Development Phases; Development Timing 25
   3.5. Community Improvements, Stormwater Management Improvements and/or Public Improvements 29
   3.6. Non-City Regulatory Approvals for Public Improvements 32
   3.7. Financing of Any Public Improvements 35
   3.8. Cooperation 36
   3.9. Subdivision Maps 41
   3.10. Interim Uses 41
   3.11. Public Power 41
4. **PUBLIC BENEFITS MEETING AND EXCEEDING THOSE REQUIRED BY EXISTING ORDINANCES, REGULATIONS, AND POLICIES RELATED TO HOUSING AND OTHER PUBLIC BENEFITS** 41
   4.1. Costa-Hawkins Rental Housing Act 41
   4.2. Inclusionary Affordable Housing Program 42
   4.3. Transportation Fee Obligation 43
   4.4. Workforce 44
   4.5. Transportation-Related Improvements 44
   4.6. Historic Office Building Rehabilitation 44
   4.7. Impact Fee 45
   4.8. Transportation Demand Management Plan 45
   4.9. Grocery and Retail 45
5. **DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS** 46

5.1. Interest of Developer; Due Organization and Standing 46
5.2. Priority of Development Agreement 46
5.3. No Conflict With Other Agreements; No Further Approvals; No Suits 46
5.4. No Inability to Perform; Valid Execution 46
5.5. Conflict of Interest 46
5.6. Notification of Limitations on Contributions 47
5.7. Other Documents 47
5.8. No Suspension or Debarment 47
5.9. No Bankruptcy 47
5.10. Taxes 47
5.11. Notification 47
6. **OBLIGATIONS OF DEVELOPER** 48
6.1. Completion of Project 48
6.2. Compliance with Conditions and CEQA Mitigation Measures 48
6.3. Progress Reports 48
6.4. Community Participation in Allocation of Impact Fees 48
6.5. Sustainability Evaluation 48
6.6. Cooperation By Developer 49
6.7. Nondiscrimination 49
6.8. First Source Hiring Program 50
6.9. Prevailing Wages 51
6.10. Payment of Fees and Costs 52
6.11. Nexus/Reasonable Relationship Waiver 52
6.12. Taxes 53
6.13. Indemnification of City 53
6.14. Contracting for Public Improvements 53
7. **OBLIGATIONS OF CITY** 54
7.1. No Action to Impede Basic Approvals 54
7.2. Processing During Third Party Litigation 54
7.3. Criteria for Approving Implementing Approvals 54
7.4. Coordination of Offsite Improvements 55
7.5. Commitment of Transportation Funds 55
7.6. Park Acquisition 57
7.7. On-Street Parking Management 57
8. **MUTUAL OBLIGATIONS** 57
8.1. Notice of Completion or Revocation 57
8.2. Estoppel Certificate 57
8.3. Cooperation in the Event of Third-Party Challenge 58
8.4. Good Faith and Fair Dealing 58
8.5. Other Necessary Acts 58
9. **PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE** 59
9.1. Annual Review 59
9.2. Review Procedure 59
10. **AMENDMENT; TERMINATION; EXTENSION OF TERM** 60
10.1. Amendment or Termination 60
10.2. Termination and Vesting 60

10.3. Extension Due to Legal Action, Referendum, or Excusable Delay....60
11. **TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE**....61
11.1. Permitted Transfer of this Agreement....61
11.2. Transferee Obligations....63
11.3. Notice and Approval of Transfers....63
11.4. City Review of Proposed Transfers....64
11.5. Permitted Change; Permitted Contracts....65
11.6. Release of Liability....65
11.7. Rights of Developer....65
11.8. Developer's Responsibility for Performance....66
11.9. Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default....66
11.10. Constructive Notice....67
12. **ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION**....68
12.1. Enforcement....68
12.2. Default....68
12.3. Notice of Default....68
12.4. Remedies....69
12.5. Dispute Resolution....70
12.6. Dispute Resolution Related to Changes in State and Federal Rules and Regulations....70
12.7. Attorneys' Fees....71
12.8. No Waiver....71
12.9. Future Changes to Existing Standards....71
12.10. Joint and Several Liability....71
13. **MISCELLANEOUS PROVISIONS**....72
13.1. Entire Agreement....72
13.2. Binding Covenants; Run With the Land....72
13.3. Applicable Law and Venue....72
13.4. Construction of Agreement....72
13.5. Project Is a Private Undertaking; No Joint Venture or Partnership....72
13.6. Recordation....73
13.7. Obligations Not Dischargeable in Bankruptcy....73
13.8. Signature in Counterparts....73
13.9. Time of the Essence....73
13.10. Notices....73

Exhibits

A	Project Site Diagram
B	Legal Description
C	List of Community Improvements
D	Regulations Regarding Access and Maintenance of Full Public Access Privately-Owned Community Improvements
E	Impact Fees and Exactions
F	Phasing Plan
G	Phase Application Checklist
H	Area of Private Maintenance and Operations Obligation Map
I	Mitigation Measures and MMRP
J	Transportation Demand Management Plan
K	Affordable Housing Plan
L	Infrastructure Plan
M	Park Acquisition Process (to be provided)
N	Subdivision Requirements
O	San Francisco Administrative Code sections 56.17 and 56.18
P	Form of Assignment and Assumption Agreement
Q	Notice of Special Restrictions for Community Use Restrictions for Old Office Building
R	Notice of Special Restrictions for Visitacion Park
S	Notice of Special Restrictions for Leland Greenway Park
T	Subordination Agreement

DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO
AND VISITACION DEVELOPMENT, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY, A SUBSIDIARY OF UNIVERSAL PARAGON CORPORATION,
RELATIVE TO THE DEVELOPMENT KNOWN AS
THE SCHLAGE LOCK DEVELOPMENT PROJECT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") dated for reference purposes only as of this _____ day of _____, 2014, is by and between the CITY AND COUNTY OF SAN FRANCISCO, a political subdivision and municipal corporation of the State of California (the "**City**"), acting by and through its Planning Department, and VISITACION DEVELOPMENT, LLC, a California limited liability company, a subsidiary of Universal Paragon Corporation, a Delaware limited liability company, its permitted successors and assigns (the "**Developer**"), pursuant to the authority of Section 65864 et seq. of the California Government Code and Chapter 56 of the San Francisco Administrative Code.

RECITALS

This Agreement is made with reference to the following facts:

A. The Schlage Lock Company operated an industrial facility in the City's Visitacion Valley neighborhood for over 70 years. After the closure of the facility in 1999, the City initiated efforts to develop long-term planning goals for the property formerly occupied by the Schlage Lock Company, as well as adjacent parcels owned by the Union Pacific Railroad Company and Universal Paragon Corporation ("**UPC**"), hereafter collectively referred to as "**the Project Site.**" The Project Site is located in the southeast quadrant of San Francisco, commonly referred to as Visitacion Valley, a neighborhood bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon districts, to the east by the Caltrain tracks and to the south by the San Francisco/San Mateo County line and the City of Brisbane. The Project Site is more particularly described in Exhibit A.

B. The Visitacion Valley neighborhood struggled economically subsequent to the closure of the Schlage Lock facility. In recent years, limited investment in the maintenance of certain industrial, commercial, and residential properties within and around the Project Site has resulted in the prolonged use of obsolete and inadequate structures, nearly vacant and abandoned commercial and industrial buildings, obsolete public facilities and some privately-owned, deteriorating dwellings.

C. After the closure of the Schlage Lock facility, a Home Depot was proposed for the Project Site but met with significant opposition from community members who expressed concern that "big box" formula retail uses would be incompatible with the surrounding neighborhood. In response, the City and County of San Francisco Board of Supervisors ("**Board**") imposed interim zoning controls on the Project Site, which changed its industrial ("**M-1**") zoning to neighborhood commercial ("**NC-3**"), and also imposed a maximum use size limit of 50,000 square feet. At that time, the Board indicated the need to establish permanent planning controls that would supplant the interim regulations.

D. Beginning in 2001, the City initiated community engagement efforts in order to spearhead the long-term planning process for the Project Site as well as the Visitacion Valley neighborhood more broadly. During community workshops, neighborhood residents expressed ten primary objectives for future development of the Project Site:

- Ensure a mix of uses, including different types of housing, retail, community facilities, city services and open space;
- Attract a full-service grocery store and provide a variety of retail options;
- Include affordable housing to increase the local supply of well-designed affordable housing for low income and working individuals, families and seniors;
- Create opportunities for local employment;
- Create a family-oriented, mixed-use destination that should include pedestrian walkways and destination points, such as small plazas;
- Incorporate thoughtful design that considers existing architectural styles and character and incorporates local historical and cultural elements;
- Improve the safety, pedestrian orientation and look of Bayshore Boulevard through new stores, traffic calming, and a new community-policing substation;
- Ensure a relationship between new stores on the Schlage Lock site and the existing retail corridor on Leland Avenue, to revitalize the central shopping area;
- Bridge Little Hollywood and Visitacion Valley through the creation of new streets and foot and bike paths throughout the site; and
- Convert the old Schlage Lock office building to a civic use and consider new buildings for public, city and community services.

E. The City's community engagement efforts culminated in the Visitacion Valley/ Schlage Lock Community Planning Workshop Strategic Concept Plan and Workshop Summary, which included a strategic concept plan to serve as the basis for future planning efforts. The Schlage Lock Strategic Concept Plan ("**Concept Plan**"), was endorsed by the Board pursuant to Resolution No. 425-05, approved on June 7, 2005. In addition to its adoption of the Concept Plan, the Board designated Visitacion Valley as a Redevelopment Survey Area pursuant to Resolution No. 424-05, approved on June 7, 2005.

F. Between 2006 and 2007, the City conducted preliminary community workshops on the Project Site. The workshops focused on developing alternative framework plans, selecting a preferred urban design framework plan addressing building, streetscape and open space designs, site sustainability features, and design guidelines for new development. During that same time period, the San Francisco Redevelopment Agency ("**Redevelopment Agency**") established the Visitacion Valley Citizens Advisory Committee ("**CAC**"), and worked with the Planning Department to craft long-term plans for the redevelopment of the Project Site. These

efforts resulted in two documents: the Visitacion Valley Redevelopment Plan ("**Redevelopment Plan**") and the Visitacion Valley/Schlage Lock Design for Development ("**Design for Development**"), both of which incorporate the Concept Plan.

G. The Redevelopment Plan contemplated a mixed-use development comprised of approximately one thousand six hundred (1,600) units of new housing, including at least four hundred (400) affordable rental and for-sale units. One thousand two hundred fifty (1,250) of the proposed housing units would be located on the Project Site. As proposed, the Project Site would have been transformed into a mixed-use, transit-oriented community with new public streets, new parks, and a community center created within the existing Schlage Lock office building. In addition, retail corridors along Leland Avenue would be enhanced by coordinated economic development activities and new retail uses, including a grocery store. The Redevelopment Plan was predicated on a public investment of at least $48 million, to be raised through the Redevelopment Agency's tax increment financing capability.

H. On December 16, 2008, by Resolution No. 157-2008, the Redevelopment Agency certified a Final Environmental Impact Report ("**FEIR**") for the Redevelopment Plan, which included the proposed changes to the Project Site. On December 18, 2008, by Motion No. 17786 the San Francisco Planning Commission also certified the FEIR. Each body found the document to be accurate and objective and in compliance with the requirements of the California Environmental Quality Act, Public Resources Code Section 21000 et seq. ("**CEQA**"), the CEQA Guidelines, Title 14 Cal. Code Regs. Section 15000 et seq., and Chapter 31 of the San Francisco Administrative Code. Each body also adopted CEQA approval findings, by Planning Commission Motion No. 17790 and Redevelopment Agency Commission Resolution No. 1-2009, which included a Statement of Overriding Consideration, and adopted a Mitigation Monitoring and Reporting Program ("**MMRP**").

I. On April 28, 2009, the Board approved the Redevelopment Plan pursuant to Resolution No. 70-09. In addition, the Board approved amendments to the General Plan, Planning Code, and Zoning Map, pursuant to Resolution Nos. 72-09, 73-09, and 71-09, respectively, in order to implement the Redevelopment Plan and the Design for Development. In each of the aforementioned resolutions, the Board adopted the CEQA approval findings of the Planning Commission and/or the Redevelopment Agency Commission and the MMRP.

J. In 2009, the California Department of Toxic Substances ("**DTSC**") approved a remedial action plan ("**RAP**") to govern the removal of groundwater and soil contamination at the Project Site caused by the prior industrial use. UPC agreed to pay for the cost of remediation, although it did not acquire ownership of the Project Site until long after the former contamination-causing use had ceased.

K. The Redevelopment Agency was dissolved by legislation adopted in 2011 and effective on February 1, 2012, by order of the California Supreme Court in a decision issued on December 29, 2011. At this time, the Redevelopment Agency and UPC were in the process of negotiating the Project's financial terms, which were to be memorialized in an Owner Participation Agreement ("**OPA**") between the two parties. Because the legislation and court decision dissolving Redevelopment occurred prior to the completion of OPA negotiations and

approvals , the City lost the ability to access the public funds necessary to implement the Redevelopment Plan.

L. After the dissolution of the Redevelopment Agency, the Planning Department, the Office of Economic and Workforce Development and UPC reinitiated community participation efforts in order to devise a strategy that would allow the project to proceed despite the loss of funding through the former powers of the Redevelopment Agency; such efforts include convening a Visitacion Valley/Schlage Lock Advisory Body and holding numerous community workshops.

M. In order to strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic risk of development, the Legislature of the State of California adopted Government Code Section 65864 et seq. (the "**Development Agreement Statute**"), which authorizes the City to enter into a development agreement with any person having a legal or equitable interest in real property related to the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 ("**Chapter 56**") of the San Francisco Administrative Code establishing procedures and requirements for entering into a development agreement pursuant to the Development Agreement Statute. The Parties are entering into this Agreement in accordance with the Development Agreement Statute and Chapter 56.

N. The project now proposed by the Developer ("**Project**"), as defined in the Basic Approvals, calls for up to 1,679 dwelling units of new housing, up to 46,700 square feet of new retail, and the rehabilitation of a historic office building located on-site. Through the Agreement, the Project Site will be transformed into a mixed-use, transit-oriented development with new public streets and new parks. The Project is designed to advance the same objectives that have been expressed by community members for the last decade. The City has determined that as a result of the development of the Project in accordance with this Agreement additional, clear benefits to the public will accrue that could not be obtained through application of existing City ordinances, regulations, and policies. Some of the major additional public benefits accruing to the City from the Project are:

- Retention and rehabilitation of the existing historic Schlage Lock office building;
- Significant opportunities for local employment, both during the Project's construction phase and afterward due to the new retail uses;
- The creation of a minimum of two new public parks;
- The use of thoughtful design that accounts for existing architectural styles, local historical and cultural elements while simultaneously enhancing environmental sustainability through the use of the Design for Development established by the Visitacion Valley Design Review and Document Approval Procedure ("**DRDAP**");
- Creation of a mixed-use destination that includes pedestrian walkways and destination points;

- Improved traffic circulation through the implementation of a transportation demand management plan, on-site maximums for parking spaces, and programs to encourage residential occupants to maximize public transit, pedestrian, and bicycle travel; and

- Whereas the Redevelopment Plan would have required a substantial public investment, the Project, by comparison, will rely on a greater proportion of private investment.

O. It is the intent of the Parties that all acts referred to in this Agreement shall be accomplished in a way as to fully comply with CEQA, the CEQA Guidelines, Chapter 31 of the San Francisco Administrative Code, the Development Agreement Statute, Chapter 56 of the Planning Code, the Enacting Ordinance and all other applicable laws as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental laws, including CEQA, before taking any discretionary action regarding the Project, or Developer's obligation to comply with all applicable laws in connection with the development of the Project.

P. On May 27, 2014, the Planning Department issued an Addendum to the FEIR certified by the Redevelopment Agency Commission on December 16, 2008 and the Planning Commission on December 18, 2008. This Addendum, together with an Addendum issued by the California Department of Toxic Substances Control, analyze the proposed changes to the Schlage Lock Development Project contemplated in this Agreement. The information in the FEIR and the Addendums has been considered by the City in connection with the approval of this Agreement. The FEIR and the Addendums, as well as all other records related to the environmental review of the Schlage Lock Development Project, are available for public review at the San Francisco Planning Department, 1650 Mission Street, Suite 400, San Francisco, California.

Q. On _____, the Planning Commission held a public hearing on this Agreement, duly noticed and conducted under the Development Agreement Statute and Chapter 56 and reviewed the Project, the Addendum and the public testimony regarding these matters. Following the public hearing, the Planning Commission adopted required findings under CEQA ("**CEQA Findings**") and a revised MMRP and determined that the Project and this Agreement are, as a whole and taken in their entirety, consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the Planning Principles set forth in Section 101.1 of the Planning Code (together, the "**General Plan Consistency Findings**").

R. On _____, the Board, having received the Planning Commission's recommendations, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board adopted CEQA Findings and the revised MMRP and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

S. On _____, the Board adopted Ordinance No. _____, approving this Agreement [Ordinance No. _____, modifying Chapter 56], Ordinance Nos. _____ [placeholder

for zoning ordinance, general plan, street vacations, etc.], and Ordinance No. _____ authorizing the Planning Director to executive this Agreement on behalf of the City ("**the Enacting Ordinance**"). The Enacting Ordinance took effect on ____, 2014.

Now therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. GENERAL PROVISIONS

1.1. Incorporation of Preamble, Recitals and Exhibits. The preamble paragraph, Recitals, and Exhibits, and all defined terms contained therein, are hereby incorporated into this Agreement as if set forth in full.

1.2. Definitions. In addition to the definitions set forth in the above preamble paragraph, Recitals and elsewhere in this Agreement, the following definitions shall apply to this Agreement:

1.2.1. "**Administrative Code**" shall mean the San Francisco Administrative Code.

1.2.2. "**Affiliated Project**" shall have the meaning set forth in Exhibit K.

1.2.3. "**Affiliate**" means an entity or person that directly or indirectly controls, is controlled by or is under common control with, a Party (or a managing partner or managing member of a Party, as the case may be). For purposes of the foregoing, "**control**" shall mean the ownership of more than fifty percent (50%) of the equity interest in such entity, the right to dictate major decisions of the entity, or the right to appoint fifty percent (50%) or more of the managers or directors of such entity.

1.2.4. "**Affordable Housing Fee**" shall have the meaning set forth in Planning Code Section 415.5.

1.2.5. "**Agreement**" shall have the meaning set forth in the preamble paragraph.

1.2.6. "**Alternate Community Improvement**" shall have the meaning set forth in Section 3.6.4.

1.2.7. "**Assignment and Assumption Agreement**" shall have the meaning set forth in Section 11.3.1.

1.2.8. "**Basic Approvals**" shall mean the following land use approvals, entitlements, and permits relating to the Project that were approved by the Board concurrently with this Agreement: the General Plan amendment (Board of Supervisors Ord. No. _____), the Special Use District, which shall include both the Planning Code text amendment (Board of Supervisors Ord. No. ____) and the Zoning Map amendments (Board of Supervisors Ord. No.

____), and the Schlage Lock Development Plan Documents, all of which are incorporated by reference into this Agreement.

1.2.9. "**BMR Requirement**" shall have the meaning as described with regard to the Inclusionary Housing Program defined in Exhibit K to this Agreement.

1.2.10. "**BMR Units**" shall mean inclusionary affordable housing units required by the City's Inclusionary Affordable Housing Program, as set forth in Planning Code section 415 et seq.

1.2.11. "**Board of Supervisors**" or "**Board**" shall mean the Board of Supervisors of the City and County of San Francisco.

1.2.12. "**Building Code**" shall mean the San Francisco Building Code.

1.2.13. "**CC&Rs**" shall have the meaning set forth in Section 3.5.3.

1.2.14. "**CEQA**" shall have the meaning set forth in Recital I.

1.2.15. "**CEQA Findings**" shall have the meaning set forth in Recital R.

1.2.16. "**CFD**" shall have the meaning set forth in Section 3.8.

1.2.17. "**Chapter 56**" shall have the meaning set forth in Recital N.

1.2.18. "**Chapter 83**" shall have the meaning set forth in Section 6.8.

1.2.19. "**City**" shall have the meaning set forth in the preamble paragraph. Unless the context or text specifically provides otherwise, references to the City shall mean the City acting by and through the Planning Director or, as necessary, the Planning Commission or the Board of Supervisors. The City's approval of this Agreement will be evidenced by the signatures of the Planning Director and the Clerk of the Board of Supervisors. Any other City Agency's approval will be evidenced by its written consent, which will be attached to and be a part of this Agreement, but a City Agency's failure to consent to this Agreement will not cause this Agreement to be void or voidable. The Parties understand and agree that City Agencies are not separate legal entities, and that the City may dissolve a City Agency and/or transfer jurisdiction or responsibilities from one City Agency to another City Agency. With respect to commitments made by a City Agency under this Agreement, the City shall keep Developer informed of any jurisdictional transfer or change in the City Agency that will be responsible, as the successor agency, for such commitment.

1.2.20. "**City Agency**" or "**City Agencies**" shall mean, where appropriate, all City departments, agencies, boards, commissions, and bureaus that execute or consent to this Agreement and that have subdivision or other permit, entitlement or approval authority or jurisdiction over any Development Phase on the Project Site, or any Community Improvement or Public Improvement located on or off the Project Site, including, but not limited to, the City Administrator, Planning Department, DBI, MOH, OEWD, SFMTA, SFPUC, DPW, DRP, and SFFD, together with any successor City agency, department, board, or commission.

1.2.21. "**City Attorney's Office**" shall mean the Office of the City Attorney of the City and County of San Francisco.

1.2.22. "**City Costs**" shall mean the actual and reasonable costs incurred by a City Agency in performing its obligations under this Agreement, as determined on a time and materials basis, including any defense costs as set forth in Section 8.3.2, but excluding work and fees covered by Processing Fees.

1.2.23. "**Community Improvements**" shall mean any capital improvement or facility, on-going service provision or monetary payment, or any service required by the Basic Approvals and this Agreement for the public benefit that is not: (1) a Mitigation Measure for the Project required by CEQA; (2) a public or private improvement or monetary payment required by Existing Standards or Uniform Codes (including, for example, utility connections required by Uniform Codes, the payment of Impact Fees and Exactions, and Planning Code-required open space); (3) stormwater management improvements; or (4) the privately-owned residential and commercial buildings constructed on the Project Site, with the exception of the Historic Office Building, which is a Community Improvement and may be privately-owned. Furthermore, Community Improvements shall not include any units constructed by Developer or fee paid by Developer in compliance with the BMR Requirement, which also provide the City with a negotiated benefit of substantial economic value.

With the exception of Alternate Community Improvements, all Community Improvements required by the Basic Approvals and this Agreement are shown on the Phasing Plan. Section 3.5.3 of this Agreement sets forth the ownership and maintenance responsibilities of the City and Developer for the Community Improvements. Community Improvements include the following types of infrastructure or facilities:

(1) Public Improvements. These facilities are listed on Exhibit C attached hereto. Because these improvements shall be dedicated to and accepted by the City, they also fall within the definition of Public Improvements. They may be publicly-maintained or privately-maintained based on the specific terms of Section 3.5.3 of this Agreement.

(2) Privately-Owned Community Improvements. These are facilities or services, defined in Section 1.2.88 and listed on Exhibit C.

1.2.24. "**Complete**" and any variation thereof shall mean, as applicable, that (i) a specified scope of work has been substantially completed in accordance with approved plans and specifications, (ii) the City Agencies or Non-City Responsible Agencies with jurisdiction over any required permits have issued all final approvals required for the contemplated use, and (iii) with regard to any Public Improvement, (A) the site has been cleaned and all equipment, tools and other construction materials and debris have been removed, (B) releases have been obtained from all contractors, subcontractors, mechanics and material suppliers or adequate bonds reasonably acceptable to the City posted against the same, (C) copies of all as-built plans and warranties, guaranties, operating manuals, operations and maintenance data, certificates of completed operations or other insurance within Developer's possession or control, and all other close-out items required under any applicable authorization or approval, as may be needed, have been provided, and (D) the City Agencies, including DPW and SFPUC, as appropriate, or Non-

City Responsible Agencies have certified the work as complete, operational according to the approved specifications and requirements, and ready for its intended use, and, if applicable, DPW has agreed to initiate acceptance.

1.2.25. "**Construction Contract**" shall have the meaning set forth in Section 6.14.

1.2.26. "**Contractor**" shall have the meaning set forth in Section 6.14.

1.2.27. "**Continuing Obligation**" shall have the meaning set forth in Section 3.6.3.

1.2.28. "**Cost Estimator**" shall have the meaning set forth in Section 3.6.8.

1.2.29. "**Costa-Hawkins Act**" shall have the meaning set forth in Section 4.1.

1.2.30. "**CPUC**" shall have the meaning set forth in Section 3.6.1.

1.2.31. "**DBI**" shall mean the San Francisco Department of Building Inspection.

1.2.32. "**Design Review Application**" shall have the meaning set forth in Section 3.3.1.

1.2.33. "**Design Review Approval**" shall have the meaning set forth in Section 3.3.1.

1.2.34. "**Developer**" shall have the meaning set forth in the preamble paragraph, and, subject to the provisions of Article 11, any and all Transferees (with respect to the rights and obligations under this Agreement that are Transferred to such Transferee).

1.2.35. "**Development Agreement Statute**" shall have the meaning set forth in Recital M.

1.2.36. "**Development Capacity**" shall have the meaning set forth in the Affordable Housing Plan in Exhibit K to this Agreement

1.2.37. "**Development Phase(s)**" shall mean Phase 1 and the Subsequent Phases as set forth in Exhibit F.

1.2.38. "**Development Phase Application**" shall have the meaning set forth in Section 3.4.5.

1.2.39. "**Development Phase Approval**" shall have the meaning set forth in Section 3.4.5.

1.2.40. "**Director**" or "**Planning Director**" shall mean the Director of Planning of the City and County of San Francisco.

1.2.41. "**DPW**" shall mean the San Francisco Department of Public Works.

1.2.42. "**Effective Date**" shall have the meaning set forth in Section 1.3.

1.2.43. "**Enacting Ordinance**" shall have the meaning set forth in Recital S.

1.2.44. "**Event of Default**" shall have the meaning set forth in Section 12.2.

1.2.45. "**Excusable Delay**" shall have the meaning set forth in Section 10.3.2.

1.2.46. "**Existing Standards**" shall have the meaning set forth in Section 2.2.

1.2.47. "**Extension Period**" shall have the meaning set forth in Section 3.6.5.

1.2.48. "**Federal or State Law Exception**" shall have the meaning set forth in Section 2.6.1.

1.2.49. "**FEIR**" shall have the meaning set forth in Recital H.

1.2.50. "**First Certificate of Occupancy**" shall mean the first certificate of occupancy (or a temporary certificate of occupancy) issued by DBI for a portion of the building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued for a portion of the residential or commercial building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

1.2.51. "**First Construction Document**" shall mean, with respect to any building, the first building permit issued for such building, or, in the case of a site permit, the first building permit addendum issued or other document that authorizes construction of the development project. Construction document shall not include permits or addenda for demolition, grading, shoring, pile driving, or site preparation work.

1.2.52. "**Future Changes to Existing Standards**" shall have the meaning set forth in Section 2.3.

1.2.53. "**General Grocery**" shall mean, consistent with Section 790.102(a) of the Planning Code, an individual retail food establishment that: (a) offers a diverse variety of unrelated, non-complementary food and non-food commodities, such as beverages, dairy, dry goods, fresh produce and other perishable items, frozen foods, household products, and paper goods; (b) may provide beer, wine, and/or liquor sales for consumption off the premises with a California Alcoholic Beverage Control Board License type 20 (off-sale beer and wine) or type 21 (off-sale general) within the accessory use limits as set forth in Section 703.2(b)(1)(C)(vi) of the Planning Code; (c) Prepares minor amounts or no food on-site for immediate consumption; and (d) markets the majority of its merchandise at retail prices.

1.2.54. "**General Plan Consistency Findings**" shall have the meaning set forth in Recital Q.

1.2.55. "**Gross Floor Area**" shall have the meaning set forth in Planning Code section 102.9.

1.2.56. "**Horizontal Obligation**" shall have the meaning set forth in Section 12.2.

1.2.57. "**Impact Fees and Exactions**" shall mean the fees, exactions and impositions charged by the City in connection with the development of the Project under the Existing Standards as of the Effective Date, as more particularly described on Exhibit E attached hereto, including but not limited to transportation improvement fees, water capacity charges and wastewater capacity charges, child care in-lieu fees, affordable housing fees, dedication or reservation requirements, and obligations for on- or off-site improvements. Impact Fees and Exactions shall not include Mitigation Measures, Processing Fees, permit and application fees, taxes or special assessments, and water connection fees. Water connection fees shall be limited to the type of fee assessed by the SFPUC for installing metered service for each building or units within such building.

1.2.58. "**Implementing Approval**" shall mean any land use approval, entitlement, or permit (other than the Basic Approvals, a Design Review Approval, or a Development Phase Approval) from the City that are consistent with the Basic Approvals and that are necessary for the implementation of the Project or the Community Improvements, including without limitation, demolition permits, grading permits, site permits, building permits, lot line adjustments, sewer and water connection permits, encroachment permits, street improvement permits, certificates of occupancy, and subdivision maps. An Implementing Approval shall also mean any amendment to the foregoing land use approvals, entitlements, or permits, or any amendment to the Basic Approvals that are sought by Developer and approved by the City in accordance with the standards set forth in this Agreement, and that do not represent a Material Change to the Basic Approvals.

1.2.59. "**Indemnify**" shall mean to indemnify, defend, reimburse, and hold harmless.

1.2.60. "**Infrastructure Plan**" shall mean the Schlage Lock Infrastructure Plan, dated as of May 28, 2014, as amended from time to time.

1.2.61. "**Losses**" shall have the meaning set forth in Section 6.13.

1.2.62. "**Low Income Household**" shall mean a household whose combined annual gross income for all members does not exceed fifty-five percent (55%) (for rental housing) and 90% (for for-sale housing) of the median income for the City and County of San Francisco, as calculated by MOHCD using data from the United States Department of Housing and Urban Development (or, if unavailable, alternative data used by MOHCD for such purposes) and adjusted for household size.

1.2.63. "**Market Rate Units**" shall mean housing units constructed on the Project Site that are not BMR Units.

1.2.64. "**Material Change to the Basic Approvals**" shall mean any substantive and material change to the Project, as defined by the Basic Approvals, as reasonably determined by the Planning Director and/or an affected City Agency. Without limiting the foregoing, the following shall each be deemed a Material Change to the Basic Approvals: (i) any change in the

permitted uses or building heights contained in the Planning Code text amendment and the Zoning Map amendment; (ii) any increase in the parking ratios above the maximum ratios set forth in the Design for Development; (iii) any increase or reduction of more than ten percent (10%) in the size of required Public Improvements or any park or open space designated as a Community Improvement, unless such change is approved as an Alternate Community Improvement in accordance with the terms of this Agreement.

1.2.65. "**Median Income Household**" shall mean a household whose combined annual gross income for all members does not exceed one hundred percent (100%) of the median income for the City and County of San Francisco, as calculated by MOHCD using data from the United States Department of Housing and Urban Development (or, if unavailable, alternative data used by MOHCD for such purposes) and adjusted for household size.

1.2.66. "**Mitigation Measures**" shall mean the mitigation measures (as defined by CEQA) applicable to the Project by the FEIR or other environmental review document. Mitigation Measures shall include any mitigation measures that are identified and required as part of an Implementing Approval.

1.2.67. "**Mitigation Monitoring Program**" shall mean that certain mitigation monitoring program applicable to the project by the FEIR or other environmental review document.

1.2.68. "**MOHCD**" shall mean the San Francisco Mayor's Office of Housing and Community Development.

1.2.69. "**Municipal Code**" shall mean the San Francisco Municipal Code. The Municipal Code can currently be found at http://www.amlegal.com/library/ca/sfrancisco.shtml.

1.2.70. "**Non-City Regulatory Approval**" shall have the meaning set forth in Section 3.6.1.

1.2.71. "**Non-City Responsible Agency**" or "**Non-City Responsible Agencies**" shall have the meaning set forth in Section 3.6.1.

1.2.72. "**Notice of Default**" shall have the meaning set forth in Section 12.2.

1.2.73. "**Objective Requirements**" shall have the meaning set forth in Section 3.3.1.

1.2.74. One hundred percent (100%) affordable shall have the meaning set forth in Planning Code Section 415.3 (c) (4).

1.2.75. On-site BMR shall have the meaning set forth in Planning Code Section 401.

1.2.76. Off-site BMR shall have the meaning set forth in Planning Code Section 401.

1.2.77. "**OEWD**" shall mean the San Francisco Office of Economic and Workforce Development.

1.2.78. "**Official Records**" shall mean the official real estate records of the City and County of San Francisco, as maintained by the City's Recorder's Office.

1.2.79. "**Party**" means, individually or collectively as the context requires, the City and Developer (and, as Developer, any Transferee that is made a Party to this Agreement under the terms of an Assignment and Assumption Agreement). "**Parties**" shall have a correlative meaning.

1.2.80. "**Permitted Change**" shall have the meaning set forth in Section 11.5.

1.2.81. "**Phasing Plan**" shall mean the Phasing Plan attached hereto as Exhibit F.

1.2.82. "**Planning Code**" shall mean the San Francisco Planning Code.

1.2.83. "**Planning Commission**" or "**Commission**" shall mean the Planning Commission of the City and County of San Francisco.

1.2.84. "**Planning Department**" shall mean the Planning Department of the City and County of San Francisco.

1.2.85. "**Principal Project**" shall have the meaning set forth in Section 401 of the Planning Code.

1.2.86. "**Prior Approvals**" shall mean, at any specific time during the Term, the applicable provisions of each of the following: this Agreement, the Basic Approvals, the then-existing Implementing Approvals (including any Development Phase Approval), the Existing Standards and permitted Future Changes to Existing Standards.

1.2.87. "**Privately-Owned Community Improvements**" shall mean those facilities and services that are privately-owned and privately-maintained for the public benefit, with varying levels of public accessibility, that are not dedicated to the City. The Privately-Owned Community Improvements are listed on Exhibit D. Privately-Owned Community Improvements will include certain streets, paseos, pedestrian paths and bicycle lanes, storm drainage facilities, community or recreation facilities, and possibly parks and open spaces to be built on land owned and retained by Developer. Exhibit D sets forth the provisions pertaining to the use, maintenance, and security of the Privately-Owned Community Improvements.

1.2.88. "**Processing Fees**" shall mean the standard fee imposed by the City upon the submission of an application for a permit or approval, which is not an Impact Fee and Exaction, in accordance with the then-current City practice on a City-wide basis.

1.2.89. "**Project**" shall mean the development project at the Project Site as described in this Agreement and the Schlage Lock Development Plan Documents, including the Public Improvements and the Community Improvements, which development project is consistent with the Basic Approvals and the Implementing Approvals.

1.2.90. "**Project Site**" shall have the meaning set forth in Recital A.

1.2.91. "**Proportionality, Priority and Proximity Requirement**" shall have the meaning set forth in Section 3.4.2.

1.2.92. "**Public Health and Safety Exception**" shall have the meaning set forth in Section 2.6.1.

1.2.93. "**Public Improvements**" shall mean the facilities, both on- and off-site, to be improved, constructed and dedicated to the City. Public Improvements include streets within the Project Site, sidewalks, Stormwater Management Improvements in the public right-of-way, all public utilities within the streets (such as gas, electricity, water and sewer lines but excluding any non-municipal utilities), bicycle lanes and paths in the public right of way, off-site intersection improvements (including but not limited to curbs, medians, signaling, traffic controls devices, signage, and striping), SFMTA Infrastructure, and possibly parks. The Public Improvements will be reflected on separate improvement plans and clearly delineated from Privately-Owned Community Improvements, which Privately-Owned Community Improvements include paseos, pedestrian paths within the Project Site, community or recreation facilities, and possibly certain parks and open spaces to be built on land owned and retained by Developer. All Public Improvements shall be built based on the improvement plans approved by the City. Sufficient construction bonds or guarantees, based on the amount required to complete the Public Improvements as determined from the approved public improvement plan must also be submitted as required by the City consistent with the Subdivision Map Act and the San Francisco Subdivision Code.

1.2.94. "**Recorded Restrictions**" shall refer to restrictions running with the land as described in Section 4.1.3.

1.2.95. "**Rent Ordinance**" shall mean the City's Residential Rent Stabilization and Arbitration Ordinance (Chapters 37 and 37A of the Administrative Code) or any successor ordinance designated by the City.

1.2.96. "**Schlage Lock**" shall mean the Project Site.

1.2.97. "**Schlage Lock Development Plan Documents**" shall mean the Schlage Lock Design for Development, the Transportation Demand Management Plan, the Sustainability Evaluation, the Infrastructure Plan, and the Open Space and Streetscape and Master Plan, all dated as of May 2014, and approved by the Board of Supervisors, as each may be revised or updated in accordance with this Agreement, and the Phasing Plan, Transportation Demand Management Plan, and Infrastructure Plan as attached hereto as exhibits and as incorporated herein; and the forthcoming Sustainability Evaluation required by Section 6.5. A copy of each of the approved Schlage Lock Development Plan Documents, including any approved amendments, will be maintained and held by the Planning Department.

1.2.98. "**Schlage Lock Special Use District**" shall have the meaning set forth in Section 3.3.1.

1.2.99. "**Section 56.17**" shall mean Administrative Code section 56.17 as of the Effective Date.

1.2.100. "**SFFD**" shall mean the San Francisco Fire Department.

1.2.101. "**SFMTA**" shall mean the San Francisco Municipal Transportation Agency.

1.2.102. "**SFMTA Infrastructure**" shall mean the Public Improvements to be designed and constructed by Developer that the Parties intend the SFMTA to accept, operate, and maintain in accordance with this Agreement.

1.2.103. "**SFPUC**" shall mean the San Francisco Public Utilities Commission.

1.2.104. "**Stormwater Management Improvements**" shall mean the facilities, both those privately-owned and those dedicated to the City, that comprise the infrastructure and landscape system that is intended to manage the stormwater runoff, through non-potable reuse, detention, retention, filtration, direct plant uptake, or infiltration, that is associated with the Project, as described in the Infrastructure Plan. Stormwater Management Improvements include but are not limited to: (i) swales and bioswales (including plants and soils), (ii) bio-gutters and grates (including plants and soils), (iii) tree wells, (iv) ponds, wetlands, and constructed streams, (v) stormwater cisterns, (vi) permeable paving systems, (vii) stormwater culverts, (viii) trench drains and grates, (ix) stormwater piping, (x) stormwater collection system, and (xi) other facilities performing a stormwater control function.

1.2.105. "**Stormwater Management Ordinance**" shall mean Article 4.2 (Sewer System Management) of the San Francisco Public Works Code.

1.2.106. "**Subdivision Code**" shall mean the San Francisco Subdivision Code, with such additions and revisions as set forth in Exhibit N to this Agreement.

1.2.107. "**Substitute Community Improvement**" shall have the meaning set forth in Section 3.6.4.

1.2.108. "**Sustainability Evaluation**" shall mean an evaluation of site-wide energy, water or other on-site infrastructure systems that promote greater levels of sustainability beyond required City requirements and Green Building Codes.

1.2.109. "**TDM**" shall have the same meaning as defined in the Transportation Demand Management Plan as set forth in Exhibit J to this Agreement.

1.2.110. "**Term**" shall have the meaning set forth in Section 1.4.

1.2.111. "**Third-Party Challenge**" shall have the meaning set forth in Section 8.3.1

1.2.112. "**Transfer**" shall mean the transfer all or any portion of Developer's rights, interests, or obligations under this Agreement, together with the conveyance of the affected real property.

1.2.113. "**Transferee**" shall mean the developer to whom Developer transfers all or a portion of its obligations under this Agreement under an Assignment and Assumption Agreement. A Transferee shall be deemed "**Developer**" under this Agreement with respect to all of the rights, interests and obligations assigned to and assumed by Transferee under the applicable Assignment and Assumption Agreement.

1.2.114. "**Transportation Demand Management Plan**" shall mean the Schlage Lock Development Transportation Demand Management Plan, dated as of April 29, 2014 as amended from time to time.

1.2.115. "**Uniform Codes**" shall have the meaning set forth in Section 2.3.4.

1.2.116. "**Vertical Obligation**" shall have the meaning set forth in Section 12.2.

1.2.117. "**Zoning Map Amendment**" shall mean have the meaning set forth in Recital J.

1.3. Effective Date. Pursuant to Section 56.14(f) of the Administrative Code, this Agreement shall take effect upon the later of (i) the full execution of this Agreement by the Parties, (ii) the execution and delivery of a consent and subordination agreement between the City and the Existing Lender, and (iii) the effective date of the Enacting Ordinance ("**Effective Date**"). The Effective Date is _____.

1.4. Term. The term of this Agreement shall commence upon the Effective Date and shall continue in full force and effect for fifteen (15) years thereafter so as to accommodate the phased development of the Project, unless extended or earlier terminated as provided herein ("**Term**"). Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect except for any provisions which, by their express terms, survive the expiration or termination of this Agreement.

2. VESTING AND CITY OBLIGATIONS

2.1. Vested Rights. Developer shall have the vested right, subject to the terms of this Agreement, to develop the Development Phases as set forth in Exhibit F, with the following vested elements (collectively, the "**Vested Elements**"):

2.1.1. A land use program of up to 1,679 new residential units, up to 46,700 square feet of retail use, renovation of the Schlage Lock Historic Office Building, and associated parking, all as more particularly described in the Basic Approvals;

2.1.2. Construction of buildings on the Project Site up to the maximum heights permissible under the Design for Development document and in a manner consistent with the

Zoning Map, the Visitacion Valley/Schlage Lock Special Use District, and the Design for Development Document, which specify the: (1) locations and numbers of buildings proposed; (2) the land uses and height and bulk limits, including the maximum density and intensity; (3) the permitted uses; (4) the provisions for vehicular access and parking; (5) the reservation or dedication of land for public purposes; and (6) provision for construction of Public Improvements as defined herein.

2.1.3. The Vested Elements are subject to and shall be governed by Applicable Laws as defined in Section 2.2 below. The expiration of any building permit or other approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Implementing Approvals at any time during the Term, any of which shall be governed by Applicable Laws. Each Implementing Approval, once granted, shall be deemed an approval for purposes of this Section 2. The Parties acknowledge that the Development Phases require separate approvals and findings, and nothing shall prevent or limit the discretion of the City in connection therewith, except for the express limitations in Section 6.2 and in Future Changes to Existing Standards as provided in Section 2.3.

2.2. Existing Standards. The City shall process, consider, and review all Development Phases in accordance with (i) the Basic Approvals, (ii) the San Francisco General Plan, the San Francisco Municipal Code (including the Subdivision Code) and all other applicable City policies, rules and regulations as each of the foregoing is in effect on the Effective Date ("**Existing Standards**"), as the same may be amended or updated in accordance with permitted Future Changes to Existing Standards as set forth in Section 2.3 , and (iii) this Agreement (collectively, "**Applicable Laws**").

2.3. Future Changes to Existing Standards. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Effective Date ("**Future Changes to Existing Standards**") shall apply to the Project and the Development Phases except to the extent they conflict with this Agreement or the terms and conditions of the Basic Approvals. In the event of such a conflict, the terms of this Agreement and the Basic Approvals shall prevail, subject to the terms of Section 2.6 below.

2.3.1. Future Changes to Existing Standards shall be deemed to conflict with the Applicable Laws or Vested Elements if they:

(a) limit or reduce the density or intensity of a Development Phase, or any part thereof, or otherwise require any reduction in the square footage or number of proposed buildings, number of proposed housing units or other improvements from that permitted under this Agreement for the Development Phase, the Existing Standards, or the Basic Approvals;

(b) limit or reduce the height or bulk of a Development Phase, or any part thereof, or otherwise require any reduction in the height or bulk of individual proposed buildings or other improvements that are part of a Development Phase from that permitted under this Agreement, the Existing Standards, or the Basic Approvals;

(c) limit or reduce vehicular access or parking on the Site from that permitted under this Agreement, the Existing Standards, or the Basic Approvals;

(d) change or limit any land uses or height and bulk limits for the Development Phases that are permitted under this Agreement, the Existing Standards, the Basic Approvals or the Existing Uses;

(e) change or limit the Basic Approvals or Existing Uses; except as required by Section 2.6, materially limit or control the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of a Development Phase in any manner;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except as otherwise provided in Section 2.2; limit or control the availability of public utilities, services or facilities or any privileges or rights to public utilities, services, or facilities for a Development Phase as contemplated by the Basic Approvals;

(g) materially and adversely limit the processing or procuring of applications and approvals of Implementing Approvals that are consistent with Basic Approvals; or,

(h) impose or increase any Impact Fees and Exactions, as they apply to the Project, except as permitted under Section 2.4 of this Agreement.

2.3.2. Developer may elect to have a Future Change to Existing Standards that conflicts with this Agreement and the Basic Approvals applied to the Project or the Development Phases by giving the City notice of its election to have a Future Change to Existing Standards applied, in which case such Future Change to Existing Standards shall be deemed to be an Existing Standard; provided, however, if the application of such Future Change to Existing Standards would be a material change to the City's obligations hereunder, the application of such Future Change to Existing Standards shall require the concurrence of any affected City Agencies. Nothing in this Agreement shall preclude the City from applying Future Changes to Existing Standards to the Site for any development project not within the definition of the "**Project**" under this Agreement. In addition, nothing in this Agreement shall preclude Developer from pursuing any challenge to the application of any Future Changes to Existing Standards to all or part of the Site.

2.3.3. The Schlage Lock Development Plan Documents may be amended with Developer's consent from time to time without the amendment of this Agreement as follows: a) nonmaterial changes may be agreed to in writing by the Planning Director and the Director of any affected City Agency (as appropriate), each in their reasonable discretion, and (b) material changes may be agreed to in writing by the Planning Commission, the City Administrator and the affected City Agency (either by its Director or, if existing, its applicable Commission), each in their sole discretion, provided that any material change to the Schlage Lock Development Plan Documents that requires a change to the SUD or this Agreement shall also be subject to the approval of the Board of Supervisors in accordance with Section 10.1. Without limiting the

foregoing, the Parties agree that any change to the Transportation Demand Management Plan must be approved by DPW and the SFMTA, any change to the Housing Plan must be approved by MOHCD, and any change to the Infrastructure Plan must be approved by DPW, the SFMTA and the SFPUC.

2.3.4. The Parties acknowledge that, for certain parts of the Project, Developer must submit a variety of applications for Implementing Approvals before commencement of construction, including building permit applications, street improvement permits, and encroachment permits. Developer shall be responsible for obtaining all Implementing Approvals before commencement of construction to the extent required under applicable Law. Notwithstanding anything in this Agreement to the contrary, when considering any such application for an Implementing Approval, the City shall apply the applicable provisions, requirements, rules, or regulations that are contained in the California Building Standards Code, as amended by the City, including requirements of the San Francisco Building Code, Public Works Code (which includes the Stormwater Management Ordinance), Subdivision Code, Mechanical Code, Electrical Code, Plumbing Code, Fire Code or other uniform construction codes ("**Uniform Codes**").

2.3.5. Developer shall have the right to file subdivision map applications (including phased final map applications) with respect to some or all of the Development Phases, to subdivide, reconfigure or merge the parcels comprising the Development Phases as may be necessary or desirable in order to develop a particular part of the Project. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Site for purposes of sale, lease or financing in any manner that conflicts with the California Subdivision Map Act (California Government Code § 66410 et seq.), or with the Subdivision Code. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps so long as such changes do not conflict with the provisions of this Agreement or with the Basic Approvals as set forth in Section 1.2.8.

2.4. Fees and Exactions.

2.4.1. Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 2.4, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the development of the Project or impose new conditions or requirements for the right to develop the Project (including required contributions of land, public amenities or services) except as set forth in this Agreement. The Parties acknowledge that the provisions contained in this Section 2 are intended to implement the intent of the Parties that Developer has the right to develop the Project pursuant to specified and known criteria and rules at the Effective Date, and that the City receive the benefits which will be conferred as a result of such development without abridging the right of the City to act in accordance with its powers, duties and obligations, except as specifically provided in this Agreement.

2.4.2. Impact Fees and Exactions. Impact Fees and Exactions for the Development Phases (or components thereof) shall be limited to those from time to time in effect, on a City-Wide basis, at the time that Developer applies for or obtains, as applicable, a permit, authorization or approval in connection therewith. After the Effective Date, except as

set forth below in this Section 2.4.2, and as listed in Exhibit E, no new categories of Impact Fees and Exactions (nor expansion of the application of same due to changes in exceptions or definitions of covered uses thereto) shall apply to the development of the Development Phases. Any substitute Impact Fees and Exactions that amend or replace the Impact Fees and Exactions in effect on the Effective Date shall not be considered new categories of Impact Fees and Exactions except to the extent that they expand the scope of the existing Impact Fees and Exactions. In other words, if the City amends or replaces Impact Fees and Exactions during the Term to both increase the rates and expand the scope of application (i.e., apply the Impact Fees and Exactions to a use that was not previously subject to that Impact Fees and Exactions), then the increase in rates (including the methodology for calculation of those rates) would apply to the Development Phases but not the expanded scope. Notwithstanding anything to the contrary above, Developer shall be responsible for the payment of the following fees and charges, if and to the extent applicable: (i) all Impact Fees and Exactions for future development on the Site, in effect at the time of assessment as included in Exhibit E, and (ii) the SFPUC water capacity charges and wastewater capacity charges and connection fees, in effect at the time of assessment.

2.4.3. Processing Fees. For three (3) years following the Effective Date, as may be extended by the number of days in any extension of the Term under Section 10, Processing Fees for the Development Phases shall be limited to the Processing Fees in effect, on a City-Wide basis, as of the Effective Date (provided that to the extent Processing Fees are based on time and materials costs, such fees may be calculated based on the schedule for time and materials costs in effect on the date the work is performed by the City). Thereafter, Processing Fees for the Development Phases shall be limited to the Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for the permit or approval for which such Processing Fee is payable in connection with the applicable portion of the Development Phase.

2.5. Limitation on City's Future Discretion. By approving the Basic Approvals, the City has made a policy decision that the Project is in the best interests of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and, as applicable, vesting the Project through this Agreement is limiting its future discretion with respect to the Development Phases and Implementing Approvals to the extent that they are consistent with the Basic Approvals and this Agreement. For elements included in a request for an Implementing Approval that have not been reviewed or considered by the applicable City Agency previously (including but not limited to additional details or plans for a proposed building), the City Agency shall exercise its discretion consistent with its customary practice but shall not deny issuance of an Implementing Approval based upon findings that are consistent with the Basic Approvals and this Agreement. Consequently, the City shall not use its discretionary authority to change the policy decisions reflected by the Basic Approvals and this Agreement or otherwise to prevent or to delay development of the Development Phases as contemplated in the Basic Approvals and this Agreement. Nothing in the foregoing shall impact or limit the City's discretion with respect to: (i) proposed Implementing Approvals that seek a Material Change to the Basic Approvals, or (ii) Board of Supervisor approvals of subdivision maps, as required by law, not contemplated by the Basic Approvals.

2.6. Changes in Federal or State Laws.

2.6.1. City's Exceptions. Notwithstanding any provision in this Agreement to the contrary, each City Agency having jurisdiction over the Project shall exercise its discretion under this Agreement in a manner that is consistent with the public health and safety and shall at all times retain its respective authority to take any action that is necessary to protect the physical health and safety of the public (the "**Public Health and Safety Exception**") or reasonably calculated and narrowly drawn to comply with applicable changes in Federal or State Law affecting the physical environment (the "**Federal or State Law Exception**"), including the authority to condition or deny an Implementing Approval or to adopt a new Law applicable to the Project so long as such condition or denial or new regulation (i) is limited solely to addressing a specific and identifiable issue in each case required to protect the physical health and safety of the public or (ii) is required to comply with a Federal or State Law and in each case not for independent discretionary policy reasons that are inconsistent with the Basic Approvals or this Agreement and (iii) is applicable on a City-Wide basis to the same or similarly situated uses and applied in an equitable and non-discriminatory manner. Developer retains the right to dispute any City reliance on this Public Health and Safety Exception or the Federal or State Law Exception.

2.6.2. Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended, or interpreted after the Effective Date have gone into effect and (i) preclude or prevent compliance with one or more provisions of the Approvals or this Agreement, or (ii) materially and adversely affect Developer's or the City's rights, benefits or obligations, such provisions of this Agreement shall be modified or suspended as may be necessary to comply with such Federal or State Law. In such event, this Agreement shall be modified only to the extent necessary or required to comply with such Law, subject to the provisions of Section 3, as applicable.

2.6.3. Changes to Development Agreement Statute. This Agreement has been entered into in reliance upon the provisions of the Development Agreement Statute. No amendment of or addition to the Development Agreement Statute which would affect the interpretation or enforceability of this Agreement or increase the obligations or diminish the development rights of Developer hereunder, or increase the obligations or diminish the benefits to the City hereunder shall be applicable to this Agreement unless such amendment or addition is specifically required by Law or is mandated by a court of competent jurisdiction. If such amendment or change is permissive rather than mandatory, this Agreement shall not be affected.

2.6.4. Termination of Agreement. If any of the modifications, amendments or additions described in Section 2.3 or any changes in Federal or State Laws described thereunder would materially and adversely affect the construction, development, use, operation or occupancy of the Development Phases as currently contemplated by the Basic Approvals, or any material portion thereof, such that the Development Phases become economically infeasible (a "**Law Adverse to Developer**"), then Developer shall notify the City and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. If any of the modifications, amendments or additions described in Section 2.3 or any changes in Federal or State Laws described thereunder would materially and adversely affect or limit the public benefits (a "**Law Adverse to the City**"), then the City shall notify Developer and propose amendments or solutions that would maintain the benefit of the bargain (that is this Agreement) for both Parties. Upon receipt of a notice under Section 2.6.4, the Parties agree to

meet and confer in good faith for a period of not less than ninety (90) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in ninety (90) days or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in San Francisco for nonbinding mediation for a period of not less than thirty (30) days. If the Parties remain unable to resolve the issue following such mediation, then (i) Developer shall have the right to terminate this Agreement following a Law Adverse to Developer upon not less than thirty (30) days prior notice to the City, and (ii) the City shall have the right to terminate this Agreement following a Law Adverse to the City upon not less than thirty (30) days prior notice to Developer; provided, notwithstanding any such termination, Developer shall be required to complete the applicable Community Improvements which have become obligations of Developer based on the schedule of performance and the Phasing Plan

2.7. No Action to Impede Basic Approvals. Except and only as required under Section 7.1 the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement, Applicable Laws, or the Vested Elements. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Basic Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 2.3.1 of this Agreement.

2.8. Criteria for Approving Implementing Approvals. The City shall not disapprove applications for Implementing Approvals based upon any item or element that is consistent with this Agreement, Applicable Laws, and the Vested Elements, and shall consider all such applications in accordance with its customary practices subject to the requirements of this Agreement, including Section 3.8.1. The City may subject an Implementing Approval to any condition that is necessary to bring the Implementing Approval into compliance with Applicable Laws and this Agreement. The City shall in no event be obligated to approve an application for an Implementing Approval that would effect a Material Change. If the City denies any application for an Implementing Approval that implements a Development Phase as contemplated by the Basic Approvals, the City must specify in writing the reasons for such denial, which reasons may include how the application for an Implementing Approval is inconsistent with this Agreement and the Basic Approvals (if such inconsistencies are determined to exist), and the City shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Laws and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Laws, and does not include new or additional information or materials that give the City a reason to object to the application under the standards set forth in this Agreement. The City agrees to rely on the FEIR, to the greatest extent possible, as more particularly described in Recital H. With respect to any Implementing Approval that includes a proposed change to a Development Phase, the City agrees to rely on the General Plan Consistency Findings to the greatest extent possible in accordance with Applicable Laws; provided, however, that nothing shall prevent or limit the discretion of the City in connection with any Implementing Approvals that, as a result of amendments to the Basic Approvals, require new or revised General Plan consistency findings. The Parties acknowledge that the Development Phases may require separate approvals and findings, and nothing shall prevent or limit the discretion of the City in connection therewith, except as otherwise provided in Section 3.3.

2.9. Construction of Public Improvements. The City's or Developer's construction of the Public Improvements shall be governed by the provisions of the public improvement plan.

2.10. Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (Government Code §§ 53311 et seq.) but not including business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Site unless the new district is City-Wide or Developer gives its prior written consent to such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at any or all of the Development Phases. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

3. DEVELOPMENT OF PROJECT SITE

3.1. Development Rights. Developer shall have the vested right to develop the Project Site in accordance with and subject to the provisions of this Agreement as set forth in Section 2.1, the Basic Approvals, and any Implementing Approvals, and the City shall process all Implementing Approvals related to development of the Project Site in accordance with and subject to the provisions of this Agreement. Developer agrees that all improvements it constructs on the Project Site shall be done in accordance with this Agreement, the Basic Approvals, and any Implementing Approvals, and in accordance with all applicable laws.

3.2. Compliance with CEQA. The Parties acknowledge that the FEIR prepared for the Schlage Lock Development Project ("**Project**") with the accompanying Addenda complies with CEQA. The Parties further acknowledge that (i) the FEIR and CEQA Findings contain a thorough analysis of the Project and possible alternatives to the Project, (ii) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project, and (iii) the Board of Supervisors adopted a statement of overriding considerations in connection with the Project Approvals, pursuant to CEQA Guidelines section 15093, for those significant impacts that could not be mitigated to a less than significant level. An EIR Addendum and related findings were prepared and administratively approved for the amendments to the site design and development program. For these reasons, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested by this Agreement, as more particularly described by the Basic Approvals, except as may be required by applicable law in taking future discretionary actions relating to the Project.

3.3. Vested Rights; Permitted Uses and Density; Building Envelope. By approving the Basic Approvals, the City has made a policy decision that the Project, as currently described and defined in the Basic Approvals, is in the best interest of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Basic Approvals and vesting them through this Agreement is limiting its future discretion with respect to Project approvals that are consistent with the Basic Approvals. Consequently, the City shall not use its

discretionary authority in considering any application for an Implementing Approval to change the policy decisions reflected by the Basic Approvals or otherwise to prevent or to delay development of the Project as set forth in the Basic Approvals. Instead, Implementing Approvals that substantially conform to or implement the Basic Approvals, subsequent Development Phase Approvals, and subsequent Design Review Approvals shall be issued by the City so long as they substantially comply with and conform to this Agreement, the Basic Approvals, the Design for Development, the Open Space Streetscape Master Plan ("**OSSMP**") and the Infrastructure Plan, if applicable. Nothing in the foregoing shall impact or limit the City's discretion with respect to (i) Implementing Approvals that seek a Material Change to the Basic Approvals, (ii) Board of Supervisor approvals of subdivision maps, as required by law, or (iii) requests for approval that may materially impair, alter or decrease the scope and economic benefit of the Community Improvements described in the Plan Documents related to the Schlage Lock Development Project and this Agreement.

3.3.1. Design Review Approvals. The Basic Approvals include a Planning Code text amendment that creates a special use district and incorporates a Design for Development document and an Open Space and Streetscape Masterplan for the Project Site (the "**Visitacion Valley/Schlage Lock Special Use District**"). The Visitacion Valley/Schlage Lock Special Use District, the Visitacion Valley/Schlage Lock Design for Development, and the Open Space and Streetscape Master Plan were created and adopted to ensure that the urban, architectural and landscape design of the buildings, public realm and Community Improvements at Schlage Lock will be of high quality and appropriate scale, include sufficient open space, and promote the public health, safety and general welfare. To ensure that all new buildings, the new public realm and any Community Improvements related to implementation of the Project meet the Design for Development Standards and OSSMP applicable to the Schlage Lock Development Project, Developer must undergo a design review process ("**Design Review**") and obtain design review approval (a "**Design Review Approval**") before obtaining separate permits consistent with Section 3.4.5 of this Agreement to commence construction of any proposed building or Community Improvement within or adjacent to the Project Site (as more particularly described in the Visitacion Valley/Schlage Lock Special Use District). Building and/or site permit applications for the Design Review process for any and all parcels and community improvements within a Phase may be filed concurrently with or subsequent to a Phase Application. The Planning Director or his or her designee shall review and approve, disapprove, or approve with recommended modifications each design in accordance with the requirements of this Agreement, the Schlage Lock Development Project Documents, the applicable Phase Application, and the procedures specified in the Visitacion Valley/Schlage Lock Special Use District section of the Planning Code, as the same may be amended from time to time. Notwithstanding anything to the contrary in this Agreement, the City may exercise its reasonable discretion in approving the aspects of a Design Review Application that relate to the qualitative or subjective requirements of the applicable Design for Development, including the choice of building materials and fenestration. Also notwithstanding anything to the contrary in this Agreement, in considering the Design Review for those aspects of a proposed building or Community Improvement that meet the quantitative or objective requirements of the Schlage Lock Development Project Design for Development and the other Schlage Lock Development Plan Development Project Documents (the "**Objective Requirements**"), including without limitation, the building's proposed height, bulk, setbacks, location of uses and size of such uses, and amount of open space and parking, the City acknowledges and agrees that (i) it has

exercised its discretion in approving the Visitacion Valley/Schlage Lock Special Use District, the Schlage Lock Development Project Design for Development, and the other Schlage Lock Development Plan Documents, and (ii) any proposed Design Review that meets the Objective Requirements shall not be rejected by the City based on elements that conform to or are consistent with the Objective Requirements, so long as the proposed building or Community Improvement meets the Uniform Codes and the Design for Development as required by Section 2.3.4 above. If the Planning Director determines that a building and/or site permit application for Design Review includes a Material Change to the Basic Approvals, the Developer must obtain Planning Commission approval of that change. The Planning Director may, at his or her discretion, consult with any other City agency, and shall determine if any other City Agency's approval is required before a particular Material Change to the Basic Approvals can be brought before the Planning Commission.

3.3.2. Each Basic Approval or Implementing Approval shall remain in effect during the Term of this Agreement. Notwithstanding anything to the contrary above, each street improvement, building, grading, demolition or similar permit shall expire at the time specified in the permit or the applicable public improvement agreement approved under the City's Subdivision Code, with extensions as normally allowed under the Uniform Codes or as set forth in such public improvement agreement.

3.4. Commencement of Construction; Development Phases; Development Timing.

3.4.1. Development Phases. The Project shall be built in phases ("**Development Phases**") in the manner described in Exhibit F. The Parties currently anticipate that the Project will be constructed in Development Phases over approximately fifteen (15) years. Notwithstanding the schedule for implementation of Phase 1 as included in the Phasing Plan attached hereto as Exhibit F, the Parties acknowledge that for all subsequent phases, the Developer cannot guarantee the exact timing in which Development Phases will be constructed, whether certain development will be constructed at all, or the characteristics of each Development Phase (including without limitation the number of units constructed during each Development Phase and the parcels included within each Development Phase). Such decisions depend on numerous factors that are not within the control of Developer or the City, such as market absorption and demand, interest rates, availability of project financing, competition, and other similar factors. To the extent permitted by this Agreement, including those restrictions on the initiation of the First Phase of the Development Phases as such restrictions are provided in the Phasing Plan, Developer shall have the right to develop the Project in Development Phases in such order and time, and with such characteristics (subject to the Proportionality, Priority and Proximity Requirements of this Agreement), as Developer requests, as determined by Developer in the exercise of its subjective business judgment, but subject to the City's approval of each Development Phase, which approval shall not be unreasonably withheld, conditioned, or delayed.

3.4.2. Proportionality, Priority and Proximity Requirement. Because (i) the Project will be built over a long time period, and future portions of the Project may not, in fact, be developed after Developer completes a Development Phase, and (ii) Developer has requested and the City has agreed to allow Developer flexibility in the order and timing of the proposed development included in the Project, the City must approve each Development Phase

Application to ensure that (A) the BMR dwelling units and Community Improvements for each Development Phase are within the cumulative minimums described in this Agreement to ensure the orderly development of the Project and permit the cumulative amount of market rate private development to occur in that Development Phase; (B) the Community Improvements are implemented in order of public policy priority as set forth in the Phasing Plan; (C) that such Community Improvements are selected with reference to geographic proximity to the proposed Development Phase, if required by the Phasing Plan; and (D) the timing and phasing of the Community Improvements are consistent with the operational needs and plans of the affected City Agencies, (the "**Proportionality, Priority and Proximity Requirement**"). With regard to those Public Improvements that must be completed as determined by City review to obtain First Certificates of Occupancy for a building, the Proportionality, Priority and Proximity Requirement shall be deemed to be satisfied by virtue of the requirement that, pursuant to existing Municipal Code, all such improvements must be substantially complete before issuance of a First Certificate of Occupancy for each and every building within the Development Phase. With regard to any proposed Community Improvements not associated with any individual building permit application, the City must review and approve such permit applications to ensure that the Proportionality, Priority and Proximity Requirement is satisfied. The foregoing notwithstanding, nothing in this Section 3.4.2 or other provisions of this Agreement shall affect the Mitigation Measures, which must be completed as and when required based upon the trigger dates established with respect to each applicable Mitigation Measure.

3.4.3. Phasing Plan. The Community Improvements and certain Public Improvements to be constructed by Developer are listed in the Phasing Plan and shall be approved with the Basic Approvals, attached hereto as Exhibit F. The Phasing Plan reflects the Parties' mutual acknowledgement that (i) the approximate minimum number of residential units and the minimum area suitable for retail in Development Phase 1 are generally described in the Phasing Plan but may be subject to change, (ii) the content and boundaries of each subsequent Development Phase, the exact number of residential units and the exact amount of retail area in each subsequent Development Phase will be proposed by the Developer at the time of each Phase Application, and (iii) the need for certain Community Improvements and certain Public Improvements is related to the location of the development as proposed by each Development Phase combined with the cumulative amount of residential units and retail floor area Completed to date. The Affordable Housing Plan, as provided in Exhibit K, defines certain minimum requirements for the production of below market rate dwelling units to aid in determining satisfaction of the Proportionality, Priority and Proximity Requirement described in Section 3.4.2. The Parties agree that the requirements of the Phasing Plan are generally representative of the Proportionality, Priority and Proximity Requirement but are not determinative such that the City must reasonably review and approve each Development Phase Application for consistency with the Proportionality, Priority and Proximity Requirement pursuant to Section 3.4.2. The Parties acknowledge and agree that (i) the minimum requirements for the production of below market rate dwelling units specified for each Development Phase of the Phasing Plan must be satisfied at or before each stage of development, including during and within each Development Phase and (ii) the City cannot disproportionately burden a Development Phase in violation of the Proportionality, Priority and Proximity Requirement. The Parties acknowledge that certain infrastructure or utility improvements may be required at an early stage of development in accordance with operational or system needs and the City may reasonably request Developer to advance certain Community

Improvements at such earlier stage in order for efficiency and cost effectiveness. The Parties shall cooperate in good faith to amend the Developer's originally proposed Development Phase Application to advance such improvements and to delay other improvements while maintaining the Proportionality, Priority and Proximity Requirement.

3.4.4. Development Phase Applications Review and Approvals. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (a "**Development Phase Application**") in substantial conformance with the checklist attached hereto as Exhibit G. In addition to any necessary permits the Application shall include, at a minimum: (i) an overall summary of the proposed Development Phase; (ii) a site plan that clearly indicates the parcels subject to the proposed Development Phase; (iii) the amount of residential units and retail and commercial square footage in the proposed Development Phase; (iv) the number of BMR Units to be Completed during the proposed Development Phase and the method of delivering those BMR units (e.g., inclusionary, land-dedication, and/or off-site); (v) a description and approximate square footage of any land to be dedicated to the City in the proposed Development Phase; (vi) a brief description of each proposed Community Improvement and Mitigation Measure to be Completed during the proposed Development Phase; (vii) a description of the proposed infrastructure improvements, at a level of detail as required by DPW, that are consistent with the Infrastructure Plan; (viii) a general description of the proposed order of construction of the private development and Community Improvements within the proposed Development Phase; and (ix) a statement describing any requested modification or deviation from any applicable Plan Document, if any such modifications or deviations are requested. If Developer submits a Development Phase Application before the completion of a previous Development Phase, then the Development Phase Application shall include a proposed order of development for the future Development Phases in its response to item (viii) above. The Planning Director and affected City Agencies shall have the right to request additional information from Developer as may be needed to understand the proposed Development Phase Application and to ensure compliance with this Agreement, including but not limited to the applicable Schlage Lock Development Plan Documents and the Proportionality, Priority and Proximity Requirement. If the Planning Director or any affected City Agency objects to the proposed Development Phase Application, it shall do so in writing, stating with specificity the reasons for the objection and any items that it or they believe may or should be included in the Application in order to bring the application into compliance with the Proportionality, Priority and Proximity Requirement and this Agreement. The Planning Director and affected City Agencies agree to act reasonably in making determinations with respect to each Application, including the determination as to whether the Proportionality, Priority and Proximity Requirement has been satisfied. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of an Application. If there are no objections, or upon resolution of any differences, the Planning Director shall issue to Developer in writing an approval of the Development Phase Application with such revisions, conditions or requirements as may be permitted in accordance with the terms of this Agreement (each a "**Development Phase Approval**"). The Development Phase Approval notice shall be posted for at least 14 days as follows: (i) the Planning Department shall post notice of the Application on the Planning Department's website for the project, which is accessible to the public via the "**Complete List of Plans and Projects**" webpage, or an equivalent webpage accessible to the public and dedicated to similar public disclosure purposes; (ii) Developer shall post notice at that area of

the Project Site that is the subject of the given Development Phase Approval; and (iii) the Planning Department shall provide direct mail notice to surrounding neighborhood associations.

(a) Pre-Application Meeting. Prior to submitting any Phase Application to the Planning Department for review, the Developer shall conduct a minimum of one pre-application meeting. The meeting shall be conducted at, or within a one-mile radius of, the Project site, but otherwise subject to the Planning Department's pre-application meeting procedures. A Planning Department representative shall attend such meeting.

(b) Phase Application Review. The Planning Director, or his or her designee, and affected City Agencies shall complete review within sixty (60) days of the submittal of a complete Development Phase Application to the Planning Department.

(c) Noticing. After Planning Department staff review of the Phase Application and no less than thirty (30) days prior to Planning Director, or Planning Commission, action on an application, notice of the application and of a post-application meeting will be mailed to occupants within 300 feet of the subject property, anyone who has requested a block book notation, and relevant Visitacion Valley neighborhood groups for a thirty (30) day review period and shall be kept on file.

(d) Post-Application Meeting. The City shall host a post-application meeting on or proximate to the proposed project site fifteen (15) days from the initiation of the thirty (30) day public review period. A representative of the Developer's organization shall attend the meetings. Documentation that the meeting took place shall be submitted to the Planning Department consistent with any documentation requirements established by the Department's procedures and shall be kept with the project file.

The City will review the proposed improvements against the requirements of the Development Agreement and accompanying design controls. All of a phase's horizontal improvements and community benefits must receive Design Review Approval as part of the Phase Application process. Design Review Approval for vertical development may be sought concurrently with or subsequent to the applicable phase's Phase Application process.

3.4.5. Commencement of Development Phase. Upon receipt of a Development Phase Approval, Developer shall submit a tentative subdivision map application (if not already submitted) covering all of the real property within the Development Phase. Following submittal of the tentative subdivision map application, Developer shall have the right to submit any individual Design Review Applications and associated permits required to commence the scope of development described in each Development Phase Approval; provided, however, that the City is not required to approve such Design Review Applications until Development Phase Approval and approval of the tentative subdivision map. The Developer also has the option to submit a tentative subdivision map application for the entire site and seek approval of phased final maps for each Development Phase. Should the developer elect to proceed in this manner, the City is not required to approve a Design Review Applications until the Development Phase Approval and the Developer's submission of all required deferred materials associated with the phased final map area. Each Development Phase shall be deemed to have commenced if (i) site or building permits have been issued by the City for all or a portion of the buildings located in

that Development Phase and (ii) some identifiable construction, such as grading, of all or a portion of that Development Phase has been initiated. Upon commencement of work in a Development Phase, Developer shall continue the work at a commercially reasonable pace in light of market conditions to Completion of that Development Phase, including all Community Improvements, Stormwater Management Improvements and Public Improvements within the Development Phase in accordance with applicable permits and requirements under this Agreement to ensure that there are no material gaps between the start and Completion of all work within that Development Phase, subject to any Excusable Delay or amendment of the Development Phase Approval as permitted by Section 3.4.6.

3.4.6. Amendment of a Development Phase Approval. At any time after receipt of a Development Phase Approval, Developer may request an amendment to the Development Phase Approval. Such amendment may include but is not limited to changes to the number and location of units proposed during that Development Phase, the substitution of a Community Improvement for another Community Improvement, or the elimination of a Community Improvement from the Development Phase due to a proposed reduction of new private development proposed for that Development Phase. Any such requested amendment shall be subject to the review and approval process and the standards (including the Proportionality, Priority and Proximity Requirements) set forth above in Section 3.4.2. Notwithstanding anything to the contrary above, Developer shall not have the right to eliminate any Community Improvement or Public Improvement for which construction or service has already commenced in that Development Phase.

3.4.7. Without limiting the foregoing, it is the desire of the Parties to avoid the result in Pardee Construction Co. v. City of Camarillo, 37 Cal.3d 465 (1984), in which the California Supreme Court held that because the parties had failed to consider and expressly provide for the timing of development, a later-adopted initiative restricting the timing of development prevailed over the parties' agreement. Accordingly, the Parties hereto expressly acknowledge that except for the construction phasing required by this Section 3, a Development Phase Approval, the Schlage Lock Development Plan Documents, the Phasing Plan, the Mitigation Measures, and any express construction dates set forth in an Implementing Approval, Developer shall have the right to develop the Project in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment.

3.5. Community Improvements, Stormwater Management Improvements and/or Public Improvements.

3.5.1. Developer Responsibilities. Developer shall undertake the design, development and installation of the Public Improvements and Community Improvements. Public Improvements shall be designed and constructed, and shall contain those improvements and facilities, as reasonably required by the applicable City Agency that is to accept, and in some cases operate and maintain, the Public Improvement in keeping with the then-current Citywide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, including the requirements of any Non-Responsible City Agency with jurisdiction. Without limiting the foregoing, any Community Improvement, whether a Public Improvement or a Privately-Owned Community Improvement, shall obtain a Design Review Approval from the Planning Department as set forth in Section 3.3.1 of this

Agreement before obtaining all necessary permits and approvals (including review of all design and construction plans) from any responsible agencies having jurisdiction over the proposed Community Improvement pursuant to Section 3.8.3 of this Agreement. Without limiting the foregoing, (i) the SFPUC must approve all of the plans and specifications for the Stormwater Management Improvements and all water, street light and sewer facilities, and (ii) DPW must approve all of the plans and specifications for all Public Improvements unless the DPW Director waives this requirement. Construction of Community Improvements must be Completed by Developer on or before issuance of the Temporary Certificate of Occupancy for any building containing residential units or commercial gross floor area permitted by the Phasing Plan in exchange for construction of such Community Improvement (or as otherwise described in a Development Phase Approval), subject to Excusable Delay. If Developer fails to complete the Community Improvement within such time frame, the City may decline to grant First Certificate of Occupancy to those residential units and commercial spaces, cease issuing any further Project approvals, not accept any additional applications for the Project, and include in any estoppel certificate language reflecting Developer's failure to complete such Community Improvements. In addition, failure to continue to diligently prosecute such Community Improvement to Completion shall, following notice and cure as set forth in Section 12.2, be an Event of Default. Notwithstanding the above, the Developer may propose interim or temporary Public Improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Public Improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate. The subject public improvement agreement shall address the interim or temporary Public Improvements along with sufficient security to guarantee the completion and removal of such Improvements and security for the permanent Public Improvements. The City will not accept any interim or temporary Public Improvements for maintenance and liability purposes.

3.5.2. Dedication of Public Improvements. Upon Completion of each Public Improvement in accordance with this Agreement, Developer shall dedicate and the City shall accept the Public Improvements, as agreed to by the parties. The City, in its sole discretion, may agree to accept component parts of each Public Improvement; provided, however, that the SFPUC shall not determine the completeness of or accept the public utility infrastructure that is under or within an uncompleted roadway. For the SFPUC to determine the completeness of or accept water, sewer or storm drain infrastructure and for the SFPUC to ensure regulatory and operational requirements are met, the water, sewer or storm drain infrastructure shall either have an appropriate hydraulic connection to a permanent, completed, and accepted water, sewer or storm drain infrastructure or have a permanent connection to an existing SFPUC water, sewer or storm drain infrastructure. If the water, sewer or storm drain infrastructure is intended to operate with adjacent infrastructure (for example, pump stations or stormwater management controls) or any Public Improvement is intended to operate with adjacent Public Improvements or existing City infrastructure, the Developer shall construct all components of the system prior to acceptance of any piece of the infrastructure unless DPW with the consent of the SFPUC or any other affected City Agency approves an exception to this requirement on a case-by-case basis. DPW's and the SFPUC's recommendation for final acceptance of utility infrastructure intended for public use shall be contingent on testing that the Developer performs and the City witnesses. The Developer shall provide this testing at no additional cost to the City.

3.5.3. Maintenance and Operation of Community Improvements by Developer and Successors. The Parties agree that Developer, or its successors or assignees shall, in perpetuity, own, operate and maintain in good and workmanlike condition, and otherwise in accordance with all applicable laws and any applicable permits, all Community Improvements, Public Improvements, and permitted encroachments on the public-right-of-way that the City does not accept for maintenance. A map of the Project Site identifying all Community Improvements and Public Improvements subject to this on-going service, maintenance and operations obligation, and the respective land area of each sub-category of space (including, for example, the park and open space system, sidewalk and streetscape areas, etc.) is attached hereto as Exhibit H and incorporated herein. The provisions of this Section 3 shall survive the expiration of this Agreement. In order to ensure that the Community Improvements owned by Developer are maintained in a clean, good and workmanlike condition, Developer shall record a declaration of covenants, conditions, and restrictions ("**CC&Rs**") against the portion of the Project Site on which the Community Improvement will be located, but excluding any property owned by the City as and when acquired by the City, that include a requirement that a homeowner's association or community facility district provide all necessary and ongoing maintenance and repairs to the Community Improvements and Public Improvements not accepted by the City for maintenance, at no cost to the City, with appropriate homeowners' dues and/or assessments to provide for such maintenance and services. Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the homeowner's association and/or the community facility district. The CC&Rs and/or regulations of the community facility district identified herein shall be subject to reasonable review and approval by the City Attorney, OEWD, and the Planning Department prior to the issuance of the First Certificate of Occupancy for the first building constructed on the Project Site in the case of a community facility district and prior to approval of the State department of Real Estate under the Davis Stirling Community Interest Development Act in the case of CC&Rs, and shall expressly provide the City with a third-party right to enforce the maintenance and repair provisions of the responsible entities. On or before the recordation of the documents, OEWD and the Planning Department shall reasonably approve the proposed budget for the on-going maintenance and operations of the Community Improvements, based on a third-party consultant study (to be paid for by the Developer) verifying the commercial reasonableness of an initial and 10 year "build-out" budget. [may add language re agreement between RPD and Developer and successors if RPD acquires the Park(s)]

(a) Maintenance of Stormwater Management Improvements. Pursuant to the requirements of the Public Works Code, the SFPUC must approve a Stormwater Control Plan that describes the activities required by Developer to appropriately design, install, and maintain the Stormwater Management Improvements within each Development Phase as further described in the Phasing Plan in Exhibit F. Developer shall record restrictive covenants that include a requirement that the appropriate entities provide ongoing maintenance and repairs to the Stormwater Management Improvements in the manner required by the Stormwater Control Plan, at no cost to the City, with appropriate dues and or assessments to provide for such maintenance. As set forth above, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the responsible entities during the Term of this Agreement.

3.5.4. Permits to Enter City Property. Subject to the rights of any third-party and the City's reasonable agreement with respect to the scope of the proposed work and insurance or security requirements, and provided Developer is not then in default under this Agreement, each City Agency with jurisdiction shall grant permits to enter City-owned property on the City's standard form permit and otherwise on commercially reasonable terms in order to permit Developer to enter City-owned property as needed to perform investigatory work, construct Public Improvements and Stormwater Management Improvements, and complete the Mitigation Measures as contemplated by each Development Phase Approval. Such permits may include release, indemnification and security provisions in keeping with the City's standard practices.

3.6. Non-City Regulatory Approvals for Public Improvements.

3.6.1. Cooperation to Obtain Permits. The Parties acknowledge that certain Public Improvements, may require the approval of federal, state, and local governmental agencies that are independent of the City and not a Party to this Agreement ("**Non-City Responsible Agencies**"), including but not limited to the California State Department of Transportation ("**Caltrans**"), the California Public Utilities Commission ("**CPUC**"), and the Peninsula Corridor Joint Powers Board ("**JPB**"). The Non-City Responsible Agencies may, at their sole discretion, disapprove installation of such Public Improvements, making such installation impossible. The City will cooperate with reasonable requests by Developer to obtain permits, agreements, or entitlements from Non-City Responsible Agencies for each such improvement, and as may be necessary or desirable to effectuate and implement development of the Project in accordance with the Basic Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.6.1 is subject to the following conditions:

(a) Throughout the permit process for any Non-City Regulatory Approval, Developer shall consult and coordinate with each affected City Agency in Developer's efforts to obtain the Non-City Regulatory Approval, and each such City Agency shall cooperate reasonably with Developer in Developer's efforts to obtain the Non-City Regulatory Approval; and

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could create: (1) any obligations on the part of any City Agency, unless the City Agency agrees to assume such obligations at the time of acceptance of the Public Improvements; or (2) any restrictions on City-owned property (or property to be owned by City under this Agreement), unless in each instance the City, including each affected City Agency, has previously approved the conditions or restrictions in writing, which approval may be given or withheld in its sole discretion.

3.6.2. Costs. Developer shall bear all costs associated with applying for and obtaining any necessary Non-City Regulatory Approval. Developer, at no cost to the City (excepting any City Cost approved by the City), shall be solely responsible for complying with any Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, whether the conditions apply to the Project Site or outside of the Project Site. Developer shall have the right to appeal or contest any condition in any manner

permitted by law imposed under any Non-City Regulatory Approval, but only with the prior consent of the affected City Agency if the City is a co-applicant or co-permittee or the appeal impacts the rights, obligations or potential liabilities of the City. If Developer demonstrates to the City's satisfaction that an appeal would not affect the City's rights, obligations or potential liabilities, the City shall not unreasonably withhold or delay its consent. In all other cases, the affected City Agencies shall have the right to give or withhold their consent in their sole discretion. Developer must pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Non-City Regulatory Approval, and Developer shall indemnify the City for any and all Losses relating to Developer's failure to comply with any Non-City Regulatory Approval.

3.6.3. Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that entail special maintenance or other obligations that continue after the City accepts the dedication of Completed Public Improvements (each, a "**Continuing Obligation**"). Standard maintenance of Public Improvements, in keeping with City's existing practices, shall not be deemed a Continuing Obligation. Developer must notify all affected City Agencies in writing and include a clear description of any Continuing Obligation, and each affected City Agency must approve the Continuing Obligation in writing in its sole discretion before Developer agrees to the Non-City Regulatory Approval and the Continuing Obligation. Upon the City's acceptance of any Public Improvements that has a Continuing Obligation that was approved by the City as set forth above, the City will assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact.

3.6.4. Notice to City. In the event that Developer has not obtained, despite its good faith diligent efforts, a necessary Non-City Regulatory Approval for a particular Community Improvement within three (3) years of Developer's or the City's application for the same, Developer, after consultation with the City regarding the most preferable approach, shall provide written notice to the City of its intention to (i) continue to seek the required Non-City Regulatory Approval from the Non-City Responsible Agency, (ii) substitute the requirement that Developer construct such Community Improvement with a requirement that Developer construct another Community Improvement listed on the Phasing Plan (a "**Substitute Community Improvement**") or (iii) substitute the requirement that Developer construct the Community Improvement with a requirement that Developer construct a new Community Improvement not listed on the Phasing Plan (an "**Alternate Community Improvement**").

3.6.5. Extensions and Negotiations for Substitute or Alternate Community Improvements. If Developer provides notice to the City of its intention to continue to seek Non-City Regulatory Approval of the Community Improvement, as permitted by Section 3.6.1, the Parties shall continue to make good faith and commercially reasonable efforts to obtain the required Non-City Regulatory Approval for a reasonable period agreed to by the Parties (the "**Extension Period**"). The Parties shall meet and confer in good faith to determine what work within the Development Phase can continue during the Extension Period in light of the failure to obtain the Non-City Regulatory Approval, subject to the Mitigation Measures and the Proportionality, Priority and Proximity Requirement. If, after the expiration of the Extension Period, Developer has not yet obtained the required Non-City Regulatory Approval for the Community Improvement, Developer, after consultation with the City regarding the most

preferable approach, shall provide written notice to the City of its intention to (i) pursue a Substitute Community Improvement, or (ii) pursue an Alternate Public Improvement. The Parties, by mutual consent, may also agree in writing to an extension of the Extension Period to obtain required approvals for any Community Improvement, Substitute Community Improvement or Alternate Community Improvement, which shall not require an amendment to this Agreement.

3.6.6. Substitute Community Improvement. If Developer provides notice of its intention to pursue a Substitute Community Improvement pursuant to Section 3.6.4, the City shall review the proposed Substitute Community Improvement as set forth in an amendment to the Development Phase Approval (which amendment process is set forth in Section 3.4.6 of this Agreement). Upon approval of such amended Development Phase Application, Developer shall continue to file Design Review Applications and obtain Design Review Approvals and any associated permits necessary to construct and complete the amended Development Phase in which the original Community Improvement would have been required in accordance with the amended Development Phase Approval. The time permitted for Developer to complete construction of the Substitute Community Improvement shall be established in writing (without the need for an amendment to this Agreement), and the City shall allow a commercially reasonable time for Developer to Complete the Substitute Community Improvement without delaying or preventing, or denying approvals for, any other development set forth in the amended Development Phase Approval.

3.6.7. Alternate Community Improvement. If Developer provides notice of its intention to pursue an Alternate Community Improvement pursuant to Section 3.6.4, the Parties shall make reasonable and good faith efforts to identify such Alternate Community Improvement in a timely manner. The Parties shall negotiate in good faith to reach agreement on the Alternate Community Improvement. The Parties acknowledge and agree that any Alternate Community Improvement should be designed so as to replicate the anticipated public benefits from the Community Improvement to be eliminated to the greatest possible extent but without increasing the cost to Developer of the original Community Improvement, thus maintaining the benefit of the bargain for both Parties. The estimated cost to Developer shall be determined by the methodology set forth in Section 3.6.8. In addition, any proposed Alternate Community Improvement should minimize disruptions or alterations to the Phasing Plan and Project design. The Planning Department shall review the proposed Alternate Community Improvement pursuant to the Development Phase Approval amendment process set forth in Section 3.4.6 of this Agreement. Upon City approval of such Alternate Community Improvement, Developer may file Design Review Applications and obtain Design Review Approvals and any associated permits necessary to construct and complete the amended Development Phase in which the original Community Improvement would have been required. The time permitted for Developer to complete construction of the Alternate Community Improvement shall be established in writing (without need for an amendment to this Agreement), and the City shall allow a commercially reasonable time for Developer to Complete the Alternate Community Improvement without delaying, preventing or denying approvals for any other development set forth in the amended Development Phase Approval. The Parties understand and agree that any Alternate Community Improvement may require additional environmental review under CEQA, and Developer shall be responsible for any and all costs associated with such CEQA review. So long as the Parties continue to diligently work

together to negotiate proposed adjustments relating to an Alternate Community Improvement, any delay caused thereby shall be deemed to be an Excusable Delay. In the event that the Parties are not able to agree upon an Alternate Community Improvement within a reasonable amount of time, the Developer shall pay to City the estimated cost to complete the original Community Improvement as determined by the methodology set forth in Section 3.6.8 below. The City shall use such payments to fund the design and construction of improvements or the provision of services that are proximate to the Project Site and that, as reasonably determined by the City, replicate the public benefits of the original Community Improvement to the extent possible.

3.6.8. Methodology for Determining the Estimated Cost to Complete the Original Community Improvement. In the event a Community Improvement is replaced with an Alternate Community Improvement or payment of an in lieu payment is required, an economic value must be assigned to the original Community Improvement so that the benefit of the bargain of this Agreement may be preserved for both the City and Developer. Accordingly, Developer shall select one construction manager, contractor or professional construction cost estimator (the "**Cost Estimator**"), who shall develop an estimate of the total costs remaining to complete the original Community Improvement as of the date of the cost estimate. The Cost Estimator shall be qualified to prepare cost estimates for the applicable Community Improvement (e.g., transportation engineer, landscape architect, etc.). The Cost Estimator shall be provided with plans, designs, and construction specifications for the original Community Improvement to the extent completed as of such date. The cost estimate shall include both hard construction costs and soft costs, with as much cost detail for individual cost line items as possible. After the Cost Estimator completes the cost estimate, the City shall have forty-five (45) days to review and consider the cost estimate. If the City rejects the cost estimate in its reasonable discretion, the City shall select a Cost Estimator with the qualifications required by this Section. After completion of the City's cost estimate, the Parties agree to meet and confer in good faith to reach agreement on the cost. If the Parties are not able to reach such agreement within twenty (20) days, then the two Cost Estimators shall select a third Cost Estimator who shall decide which of the two original cost estimates shall be used as the cost. The determination of the third Cost Estimator shall be binding and final. When an in lieu payment is required, the cost that results from the process detailed in this Section shall represent the value of the in lieu payment.

3.7. Financing of Any Public Improvements. At Developer's request, Developer and the City agree to use good faith efforts to pursue the creation of a Community Facilities District ("**CFD**") under the Mello-Roos Community Facilities Act of 1982 (California Government Code § 53311 et seq.) within the Project Site only to finance the capital costs for Public Improvements and maintenance and other costs for specified Community Improvements, including maintenance of the parks and open spaces in the Project Site and any ongoing commitments made by Developer. Any and all costs incurred by the City in negotiating and forming a CFD shall be reimbursed to the City by the Developer. The terms and conditions of any CFD must be agreed to by both Parties, each in their sole discretion. Upon agreement on the terms and conditions for a CFD, and subject to market conditions and fiscal prudence, Developer agrees to vote in favor of the formation of the CFD and the City shall use reasonable efforts to issue or cause issuance of bonds for the formed CFD in keeping with standard City practices. Failure to form a CFD or to issue CFD bonds or other debt shall not relieve Developer of its obligations under this

Agreement, including but not limited to the obligation to Complete Public Improvements or Public Improvements as and when required.

3.8. Cooperation.

3.8.1. Agreement to Cooperate. The Parties agree to cooperate with one another to expeditiously implement the Project in accordance with the Basic Approvals, Development Phase Approvals, Design Review Approvals, Implementing Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of the Basic Approvals are fulfilled during the Term. Except as specifically provided in this Agreement, the City, has no additional obligation to spend any sums of money or incur any costs other than City Costs that Developer must reimburse under this Agreement or costs that Developer must reimburse through the payment of Processing Fees. Nothing in this Agreement obligates the Developer to proceed with the Project, including without limitation filing Development Phase Applications, unless it chooses to do so in its sole discretion. The Parties may agree to establish a task force, similar to the Mission Bay Task Force, to create efficiencies and coordinate the roles of various City departments in implementing this Agreement.

(a) New Market Tax Credits. The Parties agree that should New Market Tax Credits ("**NMTC**") be available for the Project, the City shall cooperate with the Developer in their efforts to obtain NMTC for the Project; provided, however, that the City will not be obligated to grant NMTC to the Project and such cooperation does not include an agreement to ensure prioritization over any other project seeking NMTC.

(b) Historic Tax Credits. The Parties agree that should Historic Tax Credits be available for the Project, the City shall cooperate with the Developer in their efforts to obtain historic tax credits for the Project; provided, however, that the City will not be obligated to grant Historic Tax Credits to the Project and such cooperation does not include an agreement to ensure prioritization over any other project seeking Historic Tax Credits.

(c) Mello Roos Community Facilities District ("**CFD**"). The Parties agree that the City shall cooperate with the Developer to set up one or more CFD's to fund capital improvements and/or ongoing maintenance as permitted by State law.

(d) Other Grants and Subsidies. The Parties agree that the Project includes a number of costs that may be eligible for various grant and subsidy programs administered by various City, State or Federal agencies, including costs associated with the development of parks, transportation infrastructure, and other facilities that will serve the greater Visitacion Valley community. Should such subsidies be available for the Project, the City shall cooperate with the Developer in their efforts to obtain those subsidies; provided, however that nothing in this section creates any obligation to award such grants or subsidies to the Developer or the Project, and any such grant or subsidy will require the provision of identified public benefits as applicable.

(e) Priority Application Processing. The Parties agree that, in consideration for the fact that all of the Project's non-income restricted housing will be

affordable to middle income households based on market factors, all Project elements seeking Planning Department approval will be deemed Priority Projects under Planning Director Bulletin No. 2, Planning Department Priority Application Processing Guidelines, as revised in February 2014, and as may be amended from time to time. The various Project elements' priority levels will be as follows: Type 1 for (i) any Phase Application in which all residential units within the phase will be income restricted subject to the City's inclusionary housing requirements (i.e. a single-building phase where that single building contains only affordable housing) or (ii) a Design Review Application for a single building in which all residential units will be income restricted subject to the City's inclusionary housing requirements; Type 1A for any Phase Application or Design Review Application (for a given building or buildings) in which the cumulative total of affordable housing (consistent with Exhibit K) within the Project is equivalent to or in excess of twenty percent (20%) of the combined total of housing that is currently either built or under construction including that which is proposed for the relevant Development Phase; and Type 2 for all other Phase Applications and Design Review Applications.

To the extent that any other City Agency or department, including but not limited to the Department of Building Inspection, decides to utilize the guidelines in Planning Director Bulletin No. 2 to govern its own review and/or approval processes, the City agrees to apply these same tiers of processing priority to the Project.

3.8.2. Role of Planning Department. The Parties agree that the Planning Department, or its designee, will act as the City's lead agency to facilitate coordinated City review of applications for Development Phase Approvals, Design Review Approvals, and Implementing Approvals. As such, Planning Department staff will: (i) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications and (ii) interface with City Agency staff responsible for reviewing any application under this Agreement to ensure that City Agency review of such applications are concurrent and that the approval process is efficient and orderly and avoids redundancies.

3.8.3. City Agency Review of Individual Permit Applications. Following issuance of Design Review Approval as set forth in this Agreement, the Parties agree to prepare and consider applications for Implementing Approvals in the following manner:

(a) City Agencies. Developer will submit each application for Implementing Approvals, including applications for the design and construction of Community Improvements and Mitigation Measures, to the applicable City Agencies. Each City Agency will review submittals made to it for consistency with the Prior Approvals, and will use good faith efforts to provide comments and make recommendations to the Developer within thirty (30) days of the City Agency's receipt of such application. The City Agencies will not impose requirements or conditions that are inconsistent with the Prior Approvals, and will not disapprove the application based on items that are consistent with the Prior Approvals, including but not limited to denying approval of Community Improvements based upon items that are consistent with the Prior Approvals. Any City Agency denial of an application for an Implementing Approval shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application for an Implementing

Approval is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters

(b) SFMTA. Upon submittal of an application that includes any SFMTA Infrastructure or any transportation-related Mitigation Measure within the SFMTA's jurisdiction, the SFMTA will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within thirty (30) days of the SFMTA's receipt of such application.

(c) SFPUC. Upon submittal of an application that includes any stormwater management improvements or Public Improvements that fall under the jurisdiction of SFPUC or any public utility-related Mitigation Measure within the SFPUC's jurisdiction, the SFPUC will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within thirty (30) days of the SFPUC's receipt of such application. The SFPUC shall also review and approve the Infrastructure Plan and the subsequent Master Utility Plans to ensure that all proposed public water and wastewater infrastructure shall meet all requirements and standards of the SFPUC. The SFPUC shall also review and approve each Development Phase Application as set forth in Exhibit G.

(d) SFFD. Upon submittal of an application that includes any Community Improvements that fall under the jurisdiction of SFFD or any fire suppression-related Mitigation Measure within the SFFD's jurisdiction, the SFFD will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within thirty (30) days of the SFFD's receipt of such application.

(e) DPW. Upon submittal of an application that includes any Community Improvements that fall under the jurisdiction of DPW or any Mitigation Measure within the DPW's jurisdiction, DPW will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within thirty (30) days of DPW's receipt of such application.

(f) MOHCD. Upon submittal of an application that includes any BMR Units, MOHCD will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within thirty (30) days of MOHCD's receipt of such application.

(g) RPD. Upon submittal of an application that includes a park that may be acquired by RPD at some point in the future, the RPD will review such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within thirty (30) days of RPD's receipt of such application.

3.8.3A. City Agencies Review of Public Improvements within DPW Permitting Jurisdiction. Developer will submit each application for Implementing Approvals involving Public Improvements within DPW's permitting jurisdiction, to the applicable City Agencies. Each City Agency will review submittals made to it for consistency with the Prior Approvals, and will use good faith efforts to provide comments and make recommendations to the Developer within thirty (30) days of the City Agency's receipt of such application. The City

Agencies will not impose requirements or conditions that are inconsistent with the Prior Approvals, and will not disapprove the application based on items that are consistent with the Prior Approvals. Any City Agency denial of an application for such Implementing Approval shall include a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application for such Implementing Approval is discussed as early in the review process as possible and that Developer and the City Agencies act in concert with respect to these matters.

(a) SFMTA. Upon submittal of an application that includes any SFMTA Infrastructure or any transportation-related Mitigation Measure within the SFMTA's jurisdiction, the SFMTA will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer and DPW within thirty (30) days of the SFMTA's receipt of such application.

(b) SFPUC. Upon submittal of an application that includes any stormwater management improvements or Public Improvements that fall under the jurisdiction of SFPUC or any public utility-related Mitigation Measure within the SFPUC's jurisdiction, the SFPUC will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer and DPW within thirty (30) days of the SFPUC's receipt of such application. The SFPUC shall also review and approve the Infrastructure Plan and the subsequent Master Utility Plans to ensure that all proposed public water and wastewater infrastructure shall meet all requirements and standards of the SFPUC. The SFPUC shall also review and approve each Development Phase Application as set forth in Exhibit G.

(c) SFFD. Upon submittal of an application that includes any Community Improvements that fall under the jurisdiction of SFFD or any fire suppression-related Mitigation Measure within the SFFD's jurisdiction, the SFFD will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer and DPW within thirty (30) days of the SFFD's receipt of such application.

(d) DPW. Upon submittal of an application that includes any Public Improvements or Community Improvements that fall under the jurisdiction of DPW or any Mitigation Measure within the DPW's jurisdiction, DPW will review each such application, or applicable portions thereof, and use good faith efforts to provide comments to Developer within sixty (60) days of DPW's receipt of such application. For purposes of this review, DPW shall act as the lead agency for the City and, to the extent practicable, consolidate the comments of all affected City agencies and make a single submission to the Developer.

3.8.4. Specific Actions by the City. Except as provided under Section 3.8.5 or 3.8.6, City actions and proceedings subject to this Agreement shall be processed through the Planning Department, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors), including but not limited to complying with and implementing Mitigation Measures for which the City is responsible, reviewing feasibility studies for Mitigation Measures, or completing any subsequent environmental review at Developer's sole cost.

3.8.5. Other Actions by the City under DPW Jurisdiction. The following City actions and proceedings subject to this Agreement shall be processed through the Department of Public Works, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors):

(a) Street Vacation, Dedication, Acceptance, and Other Street Related Actions. Instituting and completing proceedings for opening, closing, vacating, widening, modifying, or changing the grades of streets, alleys, sidewalks, and other public rights-of-way and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the Project Site, including any requirement to abandon, remove, and relocate public utilities (and, when applicable, city utilities) within the public rights-of-way as specifically identified and approved in a Development Phase Approval, and as may be necessary to carry out the Basic Approvals and the Implementing Approvals. Notwithstanding Administrative Code Chapter 23, the Director of Real Estate is authorized to accept on behalf of the City temporary public easements related to the construction, completion, and use of Public Improvements, including temporary or interim improvements, for a period not to exceed five (5) years.

(b) Acquisition. Acquiring land and Public Improvements from Developer, by accepting Developer's dedication of land and Public Improvements that have been completed in accordance with this Agreement, the Basic Approvals, Implementing Approvals and approved plans and specifications. Any conveyance of real property to the City shall be in the form of a grant deed unless the City and any affected City Agency agree in writing to accept some other form of conveyance, including a public easement. Any such public easement shall be consistent with the standard easement that affected City agencies use in similar situations. The Developer, at no cost to the City, shall be responsible to provide all irrevocable offers of dedication, plats, legal descriptions, maps, and other materials that the City requires to complete the process to accept Public Improvements.

(c) Release of Security. Releasing security as and when required under the Subdivision Code in accordance with any public improvement agreement.

3.8.6. Other Actions by the City under Recreation and Park Jurisdiction or other City Agency.

(a) Any construction and acquisition of park land that will be under the jurisdiction of the Recreation and Park Department shall be processed through the Recreation and Park Department, as well as affected City Agencies (and when required by applicable law, the Board of Supervisors). In regard to acquisition and release of security, Section 3.8.5(b) and (c) above shall apply except that the Recreation and Park Department shall exercise the authority of DPW set forth in those sections.

(b) Any construction and acquisition of buildings on land or property that will be City owned and under the management and control of any other City Agency shall be processed through that City Agency, as well as any other affected City Agencies (and when required by applicable law, the Board of Supervisors). In regard to acquisition and release of security, Section 3.8.5(b) and (c) above shall apply except that the City Agency subject to this section shall exercise the authority of DPW set forth in Section 3.8.5(b) and (c).

3.9. Subdivision Maps.

3.9.1. Developer shall have the right, from time to time and at any time, to file subdivision map applications (including phased final map applications) with respect to some or all of the Project Site, to subdivide or reconfigure the parcels comprising the Project Site as may be necessary or desirable in order to develop a particular Development Phase or Sub-Phase of the Project or to lease, mortgage or sell all or some portion of the Project Site, consistent with the density, block and parcel sizes set forth in the Schlage Lock Design for Development. The City acknowledges that Developer intends to create and sell condominiums on the Project Site, and that such intent is reflected in the Basic Approvals and Schlage Lock Development Plan Documents.

3.9.2. Nothing in this Agreement shall authorize Developer to subdivide or use any of the Project Site for purposes of sale, lease or financing in any manner that conflicts with the California Subdivision Map Act (California Government Code § 66410 et seq.), or with the Subdivision Code.

3.9.3. Nothing in this Agreement shall prevent the City from enacting or adopting changes in the methods and procedures for processing subdivision and parcel maps as such changes apply to this Project so long as such changes do not conflict with the provisions of this Agreement or with the Basic Approvals or any Implementing Approvals.

3.9.4. Pursuant to Section 65867.5(c) of the Development Agreement Statute, any tentative map prepared for the Project shall comply with the provisions of California Government Code section 66473.7 concerning the availability of a sufficient water supply.

3.10. Interim Uses. Developer may install interim or temporary uses on the Site, which uses must be consistent with those uses allowed under the Project's zoning and the Schlage Lock Special Use District. Temporary and interim users may lease property at the Project Site for an initial term of one year, with three one-year renewal options.

3.11. Public Power. SFPUC will work to meet the requirements of Section 99.2 (B) of Chapter 99 of the San Francisco Administrative Code. The Developer will cooperate with SFPUC in SFPUC's preparation of an assessment of the feasibility of the City providing electric service to the Project (the "**Feasibility Study**"). The costs of the Feasibility Study will be paid by SFPUC. SFPUC's failure to complete the Feasibility Study shall not be an event of default, but SFPUC shall not have the right to provide power except following completion of the Feasibility Study as set forth above. Should the City elect to provide electric service to the Project such service shall be provided by the City on terms and conditions generally comparable to, or better than, the electric service otherwise available to the project.

4. PUBLIC BENEFITS MEETING AND EXCEEDING THOSE REQUIRED BY EXISTING ORDINANCES, REGULATIONS, AND POLICIES RELATED TO HOUSING AND OTHER PUBLIC BENEFITS

4.1. Costa-Hawkins Rental Housing Act.

4.1.1. Non-Applicability of Costa-Hawkins Act. 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 provides for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit with a certificate of occupancy issued after February 1, 1995, 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 this Agreement, the Parties understand and agree that Section 1954.52(a) of the Costa-Hawkins Act does not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act because this 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). The City and Developer would not be willing to enter into this 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) or for the reasons set forth in this Section 4.1.1.

4.1.2. General Waiver. Developer, on behalf of itself and all of its successors and assigns of all or any part of the Project Site, agrees not to challenge and expressly waives, now and forever, any and all rights to challenge the requirements of this Agreement related to the establishment of the initial and all subsequent rental rates for the BMR Units under the Costa-Hawkins Act, and the right to evict tenants under the Ellis Act (as the Costa-Hawkins Act and Ellis Act may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under law, the Parties acknowledge that they are important elements of the consideration for this Agreement and the Parties should not have the benefits of this Agreement without the burdens of this Agreement. Accordingly if any Developer breaches such general covenants (by, for example and without limitation, suing to challenge the Rent Ordinance, setting higher rents than permitted under this Agreement, or invoking the Ellis Act to evict tenants at the Project Site), then such breach will be an Event of Default and City shall have the right to terminate this Agreement as to that Developer and its Affiliates as set forth in Article 12.

4.1.3. Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of this Section 4.1 in any and all Assignment and Assumption Agreements, any and all Recorded Restrictions and in any real property conveyance agreements for property that includes or will include BMR Units.

4.2. Inclusionary Affordable Housing Program.

The Developer and the City, acting through MOHCD, have agreed on an inclusionary affordable housing program as more specifically described in Exhibit K attached to this Agreement.

4.3. Transportation Fee Obligation.

Developer will make a contribution to off-site transportation improvements (the "**Transportation Fee Obligations**"). Each building's Transportation Fee Obligation will be calculated according to the fee schedule in Exhibit E, less 28 percent of that building's baseline Visitacion Valley Community Facilities and Infrastructure Fee obligation prior to the application of any waivers. This 28 percent reduction reflects the fact that a portion of the Visitacion Valley Community Facilities and Infrastructure Fee, which is also applicable to the Project, is automatically earmarked for local transportation improvements. The first $3 million of Transportation Fee Obligation will be waived in consideration of the following in-kind transportation improvements that will be provided by the Project in its initial years: (1) intersection mitigations identified through the CEQA process and as detailed in Exhibit I to this Agreement and (2) a portion of the on-site improvements that support pedestrian safety and transit accessibility (together, the "**Transportation Improvements**").

4.3.1. Cost Verification. To verify the eligible costs related to the construction of the Transportation Improvements in order to determine whether such costs meet or exceed the sum of City subsidy and credits intended for these types of improvements (as provided for in this Section 4.3 and Section 7.5 of this Agreement; together, the "**City Transportation Subsidies**"), the City will require the following process:

Upon Developer's submittal to the City of the costs for the Transportation Improvements (the "**Cost Estimate**"), the City shall have forty-five (45) days to review and consider the Cost Estimate. If the City rejects the Cost Estimate, in its reasonable discretion, the City shall select a cost estimator to conduct a second Cost Estimate. After completion of the City's Cost Estimate, the Parties agree to meet and confer in good faith to reach agreement on the cost. If the Parties are not able to reach such agreement within twenty (20) days, then the two cost estimators shall select a third cost estimator who shall decide which of the two original Cost Estimates shall be used as the cost. The determination of the third cost estimator shall be binding and final.

If the agreed-upon estimate is greater than the sum of the City Subsidies, SFMTA will inform the Planning Director to apply the fee credit against the subsequent amount of fees owed, up to a total cumulative amount of $3 million in credits and SFMTA will move forward with the funding contribution process provided for in Section 7.5 of this Agreement. If the total estimate is less than the sum of City Subsidies, the City and the Developer shall negotiate a reduced fee credit amount within 30 days of determining the final cost estimate, such that the resulting sum of City Subsidies is less than the total development cost estimate for the Transportation Improvements.

4.3.2. Transportation Fee Obligation Uses and Rate. The Transportation Obligation funds will be paid to SFMTA and are to be used for transportation improvements that support transit service to Visitacion Valley. As described more particularly in Exhibit J, the Transportation Obligation fee rate will be equivalent to the Transportation Impact Development Fee ("**TIDF**") rate for all product types covered by the TIDF. Residential development which is not covered by the TIDF will be subject to the fee rate specified in Exhibit E. For product types subject to the TIDF, the fee rate at any given time will be the standard TIDF fee schedule in effect City-wide at that time. Notwithstanding Section 2.4, for residential development not

covered by the TIDF, the rates shown in the fee schedule in Exhibit E will remain unchanged throughout the term of this Development Agreement, such that this portion of the Developer's Transportation Fee Obligation may not be increased regardless of the final terms that may be adopted by the City upon its approval of the Transportation Sustainability Program ordinance. This Transportation Fee Obligation is considered to be in lieu of any other transportation impact fee that the City may subsequently adopt, including, but not limited to, a fee derived from the Bi-County Transportation Study.

4.4. Workforce.

4.4.1. First Source Hiring Program. Developer agrees to participate in the City's First Source Hiring Program, pursuant to Chapter 83 of the Administrative Code and as outlined in Section 6.8 of this Agreement for all construction jobs and for end use commercial jobs.

4.4.2. Prevailing Wage. Developer agrees to pay prevailing wages in connection with the infrastructure and any public improvement work as outlined in Section 4.4.2 of this Agreement.

4.5. Transportation-Related Improvements. Developer agrees: (1) not to impede the construction or operation of transportation-related improvements on adjacent parcels, including but not limited to the Union Pacific Railroad Parcel and the Joint Powers Board Parcel; (2) to allow access through the Site for: (a) construction vehicles serving transportation-related improvement projects on adjacent parcels (unless the Site already contains public right of ways that will allow for such access) and (b) pedestrians accessing transportation facilities on adjacent parcels (unless the Site already contains public right of ways that will allow for such access); and (3) to lease, at market rate, any vacant land for staging as required for adjacent transportation improvements, so long as these actions would not impede or delay development of the Project Site as may be reasonably determined by Developer.

4.6. Historic Office Building Rehabilitation.

Developer will be required to rehabilitate, to a level acceptable for use by a long-term occupant, the Historic Office Building located at 2201 Bayshore Boulevard (Assessor Parcel Number 5087/003) in conjunction with the development of Parcels 11 and 12, as described in the Phasing Plan. When rehabilitated, the Historic Office Building is expected to house Community Uses (which may include, but are not limited to, health clinics, classrooms, childcare, non-profit offices, and community meeting rooms) or a combination of Community Uses and any other uses allowable under applicable zoning and the SUD. At least 25 percent of the Historic Office Building's net leasable floor area must be restricted to Community Uses for a minimum of fifteen (15) years (the "**Community Use Restriction**"). The Parties agree to record a Notice of Special Restrictions to apply the Community Use Restriction to the Site in the form attached as Exhibit Q to this Agreement. Developer will also be required to secure and stabilize the historic building, as well as undertake minor exterior aesthetic improvements, in conjunction with the Project Improvements and Community Improvements for Phase 1, as described in the Phasing Plan, attached as Exhibit F.

This rehabilitation obligation and the ongoing operation of and maintenance of the Historic Office Building will be the Developer's responsibility until the Developer assigns it to another party. Developer, or its transferee, will be entitled to all revenue generated from the lease or sale of this property.

4.7. Impact Fee. The Project will be subject to the Visitacion Valley Community Facilities and Infrastructure Fee based on the formula in the corresponding fee ordinance. An amount equal to 33 percent of the Project's Visitacion Valley Fee obligation will be waived in consideration of in-kind community benefits provided by the Project's obligation to build new parks and rehabilitate the Historic Office Building for public and community uses. All eligible development will pay 67% of the Visitacion Valley fee. Per Section 420.1(d) of the Planning Code, 28% of Visitacion Valley Community Facilities and Infrastructure Fee revenue collected by the Planning Department and then transferred to the applicable implementing City Agency (e.g., SFMTA and/or DPW), according to the standard practices of IPIC (the Interagency Plan Coordination Committee) and will be used to fund local transportation improvements. This proportion of the Schlage Lock Project's total Visitacion Valley Community Facilities and Infrastructure Fee obligation (calculated before any reductions in consideration for in-kind benefits) will be used to fund transportation improvements identified as priorities in the Bi-County Study (e.g., the Geneva Avenue bus rapid transit system and pedestrian safety projects). To maximize flexibility, as the funds are received, SFMTA, and SFCTA will jointly determine which Bi-County priorities will be funded.

4.8. Transportation Demand Management Plan. As required through the Project's Mitigation Monitoring and Reporting Program, Developer has prepared a Transportation Demand Management Plan ("**TDM Plan**") (Exhibit J). Developer and its successors will implement all programs described in the TDM Plan and be subject to any monitoring, enforcement, and penalty programs run by SFMTA or any other City agency, including monitoring, enforcement, and penalty programs adopted up to 5 years after the Effective Date.

4.9. Grocery and Retail. The Project will include a General Grocery, which will be completed in conjunction with Phase 1, as described in the Phasing Plan. The General Grocery store must total at least 15,000 gross square feet. Phase 1 must include a total of 20,000 gross square feet of retail, including the General Grocery . As described in the Phasing Plan, Exhibit F, no Phase other than Phase 1 may commence until (a) all of Phase 1's residential units have been granted Temporary Certificate of Occupancy ("**TCO**") and (b) the grocery store planned for Parcel 1 has either (i) begun operation or (ii) completed all core and shell and submitted applications for building permits for tenant improvements. If all parcels in Phase 1 have received TCO, the Project may seek to amend this retail obligation, subject to Planning Commission approval and provided, however, that such amendments will only be considered if the core and shell for the General Grocery portion have been completed. To receive Planning Commission approval, the Developer must provide documentation of its reasonable efforts to obtain a grocery store tenant. The Design for Development indicates the location, parking, and other design features of the Project's retail space, including the General Grocery.

5. DEVELOPER REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1. Interest of Developer; Due Organization and Standing. Developer represents that it is the legal owner of the Project Site, and that all other persons with an ownership or security interest in the Project Site have consented to this Agreement. Developer is a California limited liability company. Developer has all requisite power to own its property and authority to conduct its business as presently conducted. Developer has made all required state filings required to conduct business in the State of California and is in good standing in the State of California.

5.2. Priority of Development Agreement. Developer warrants and represents that there is no prior lien or encumbrance (other than mechanics or materialmen's liens, or liens for taxes or assessments, that are not yet due) against the Project Site that, upon foreclosure, would be free and clear of the obligations set forth in this Agreement and that, as of the date of execution of this Agreement, the only beneficiary under an existing deed of trust encumbering the Project Site is Existing Lender. On or before the Effective Date of this Agreement, the Developer shall provide title insurance in form and substance satisfactory to the Planning Director and the City Attorney confirming the absence of any such liens or encumbrances. If there are any such liens or encumbrance, then Developer shall obtain written instruments from the beneficiaries of any such liens or encumbrances, in the form approved by the Planning Director and the City Attorney (and for mortgages or deeds of trust, in the form attached hereto as Exhibit T, subordinating their interest in the Project Site to this Agreement.

5.3. No Conflict With Other Agreements; No Further Approvals; No Suits. Developer warrants and represents that it is not a party to any other agreement that would conflict with Developer's obligations under this Agreement. Neither Developer's articles of organization, bylaws, or operating agreement, as applicable, nor any other agreement or law in any way prohibits, limits or otherwise affects the right or power of Developer to enter into and perform all of the terms and covenants of this Agreement. No consent, authorization or approval of, or other action by, and no notice to or filing with, any governmental authority, regulatory body or any other person is required for the due execution, delivery and performance by Developer of this Agreement or any of the terms and covenants contained in this Agreement. To Developer's knowledge, there are no pending or threatened suits or proceedings or undischarged judgments affecting Developer or any of its members before any court, governmental agency, or arbitrator which might materially adversely affect Developer's business, operations, or assets or Developer's ability to perform under this Agreement.

5.4. No Inability to Perform; Valid Execution. Developer warrants and represents that it has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement and the agreements contemplated hereby by Developer have been duly and validly authorized by all necessary action. This Agreement will be a legal, valid and binding obligation of Developer, enforceable against Developer in accordance with its terms.

5.5. Conflict of Interest. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section

87100 et seq. and Section 1090 et seq. of the California Government Code, and certifies that it does not know of any facts which constitute a violation of said provisions and agrees that it will immediately notify the City if it becomes aware of any such fact during the Term.

5.6. Notification of Limitations on Contributions. Through execution of this Agreement, Developer acknowledges that it is familiar with Section 1.126 of City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City, whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to the officer at any time from the commencement of negotiations for a contract as defined under Section 1.126 of the Campaign and Governmental Conduct Code until six (6) months after the date the contract is approved by the City elective officer or the board on which that City elective officer serves. San Francisco Ethics Commission Regulation 1.126 1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

5.7. Other Documents. No document furnished or to be furnished by Developer to the City in connection with this Agreement contains or will contain to Developer's knowledge any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading under the circumstances under which any such statement shall have been made.

5.8. No Suspension or Debarment. Neither Developer, nor any of its officers, have been suspended, disciplined or debarred by, or prohibited from contracting with, the U.S. General Services Administration or any federal, state or local governmental agency.

5.9. No Bankruptcy. Developer represents and warrants to City that Developer has neither filed nor is the subject of any filing of a petition under the federal bankruptcy law or any federal or state insolvency laws or laws for composition of indebtedness or for the reorganization of debtors, and, to the best of Developer's knowledge, no such filing is threatened.

5.10. Taxes. Without waiving any of its rights to seek administrative or judicial relief from such charges and levies, Developer shall pay and discharge all taxes, assessments and governmental charges or levies imposed on it or on its income or profits or on any of its property before the date on which penalties attach thereto, and all lawful claims which, if unpaid, would become a lien upon the Project Site.

5.11. Notification. Developer shall promptly notify City in writing of the occurrence of any event which might materially and adversely affect Developer or Developer's business, or that would make any of the representations and warranties herein untrue, or that would, with the giving of notice or passage of time over the Term, constitute a default under this Agreement.

6. OBLIGATIONS OF DEVELOPER

6.1. Completion of Project. Upon commencement, Developer shall diligently prosecute to Completion all construction on the Project Site in accordance with the Basic Approvals and any Implementing Approvals. The foregoing notwithstanding, expiration of any building permit or other Project Approval shall not limit Developer's vested rights as set forth in this Agreement, and Developer shall have the right to seek and obtain subsequent building permits or approvals consistent with this Agreement at any time during the Term. Developer shall pay for all costs relating to the Project, including the Community Improvements, at no cost to the City, except as indicated in this Development Agreement.

6.2. Compliance with Conditions and CEQA Mitigation Measures. Developer shall comply with all applicable conditions of the Basic Approvals and any Implementing Approvals, and shall comply with all required Mitigation Measures as included in Exhibit I to this Agreement and as modified by [CEQA letter currently being composed by City Attorney and SFMTA staff].

6.2.1. The Parties expressly acknowledge that the FEIR and the associated Mitigation Monitoring Program are intended to be used in connection with each of the Basic Approvals and the Implementing Approvals to the extent appropriate and permitted under applicable law. Consistent with the CEQA policies and requirements applicable to the FEIR, the City agrees to rely upon the FEIR in connection with the processing of any Implementing Approval to the extent the Implementing Approval does not change the Basic Approvals and to the extent allowed by law.

6.2.2. Nothing in this Agreement shall limit the ability of the City to impose conditions on any new, discretionary permit resulting from Material Changes to the Basic Approvals as such conditions are determined by the City to be necessary to mitigate adverse environmental impacts identified through the CEQA process and associated with the granting of such permit or otherwise to address significant environmental impacts as defined by CEQA created by the approval of such permit; provided, however, any such conditions must be in accordance with applicable law.

6.3. Progress Reports. Developer shall make reports of the progress of construction of the Project in such detail and at such time as the Planning Director reasonably requests.

6.4. Community Participation in Allocation of Impact Fees. The Planning Department and the SFMTA shall conduct a minimum of one public meeting per year in Visitacion Valley to inform and consult with the public in the prioritization the community improvement projects to be funded by the Visitacion Valley Community Facilities and Infrastructure Fee and Fund and the Transportation Fee Obligation. At this meeting, the Developer shall present a progress report on the Project, including but not limited to the status of parks and Community Improvements, number of units built, BMR units, and status of the Historic Office building. Such progress report may use information from, or be the same as, the annual review as required by Section 9.1.

6.5. Sustainability Evaluation. To achieve an even greater level of sustainability through reduction of energy and water consumption, and enhancement of community-scale

energy resources, the Project shall examine the potential for implementation of site-wide sustainable infrastructure systems. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department the results of a site-wide Sustainability Evaluation that examines which strategies, if any, achieve greater levels of sustainability beyond City requirements; are most cost-effective relative to the benefits they provide; and are being implemented with a development phase. This examination shall include, at a minimum: (i) Inclusion of supporting infrastructure (including roof load calculations, roof space and orientation design, penetrations and waterproofing for panel 'stand-off' supports, mechanical room space, and electrical wiring and plumbing) for future photovoltaic systems or solar thermal water heating systems; (ii) Installation of active solar thermal energy systems on new construction and retrofitting existing structures for space heating and hot water supply systems; (iii) Incorporation of district-level renewable energy generation technologies. Methods may include:

- Wind turbine systems and associated equipment.
- Photovoltaic roof panels.
- Recovery of waste energy from exhaust air, recycled (gray) water, and other systems.

(iv) Use of rainwater, and recycled (gray) water for landscape irrigation and other uses, as permitted by Health and Building Codes, rather than a potable water source.

6.6. Cooperation By Developer.

6.6.1. Developer shall, in a timely manner, provide the City and each City Agency with all documents, applications, plans and other information reasonably necessary for the City to comply with its obligations under this Agreement.

6.6.2. Developer shall timely comply with all reasonable requests by the Planning Director and each City Agency for production of documents or other information evidencing compliance with this Agreement.

6.6.3. The analysis required by this section is for research purposes only, and the implementation of any strategy, recommendation, or mitigation identified by such analysis shall be solely at Developer's discretion.

6.7. Nondiscrimination.

6.7.1. Developer Shall Not Discriminate. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City and County employee working with Developer's contractor or subcontractor, applicant for employment with such contractor or subcontractor, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV

status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

6.8. First Source Hiring Program.

6.8.1. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the Administrative Code ("**Chapter 83**") are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Developer shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under Chapter 83, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83. On or before each Development Phase Approval, Developer shall have entered into a First Source Hiring Agreement with respect to such Development Phase substantially in a form that is mutually acceptable. The requirements of Chapter 83 shall apply to all construction jobs and all end use commercial jobs. Without limiting the foregoing, each First Source Hiring Agreement shall:

(a) Set appropriate hiring and retention goals for entry level positions. All covered Employers shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the Employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal, or to establish good faith efforts will constitute noncompliance and will subject the Employer to the provisions of Section 83.10 of the Administrative Code;

(b) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided, however, if the Employer utilizes nondiscriminatory screening criteria, the Employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed ten (10) days. During that period, the Employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement;

(c) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating Employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English

language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the Employer's proprietary information;

(d) Set appropriate record keeping and monitoring requirements. The FSHA shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the Employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals;

(e) Establish guidelines for Employer good faith efforts to comply with the first source hiring requirements of Chapter 83. The FSHA will work with City departments to develop Employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the Employer's agreement. In the event that the FSHA finds that the Employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of Chapter 83, that Employer shall be subject to the sanctions set forth in Section 83.10 of Chapter 83;

(f) Set the term of the agreement;

(g) Set appropriate enforcement and sanctioning standards consistent with Chapter 83;

(h) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the Employer in complying with this Chapter; and

(i) Require the Employer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.

6.8.2. Miscellaneous. Developer or its contractor, as applicable, shall make the final determination of whether an economically disadvantaged individual referred by the System is "**qualified**" for the position. Upon application by an Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with Chapter 83 would cause economic hardship. In the event Developer breaches the requirements of this Section 6.8, Developer shall be liable to the City for liquidated damages as set forth in Chapter 83. As set forth in the First Source Hiring Agreement, any contract or subcontract entered into by Developer shall require the contractor or subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section 6.8.

6.9. Prevailing Wages. During the Term, Developer agrees that all work performed pursuant to this Agreement will be done in a manner consistent with City and State Prevailing Wage Law and specifically that any person performing labor in the construction of Public Improvements, Stormwater Management Improvements or Community Improvements on the

Project Site shall be paid not less than the highest prevailing rate of wages under Section 6.22(E) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California, as required by governing law. Developer shall include in any contract for such construction a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Developer shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of Public Improvements or Community Improvements.

6.10. Payment of Fees and Costs.

6.10.1. Developer shall timely pay to the City all Impact Fees and Exactions applicable to the Project or the Project Site as set forth in Section 2.4 and Exhibit E of this Agreement.

6.10.2. Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for the Basic Approvals or the Implementing Approvals under the Municipal Code. Prior to engaging the services of any consultant or authorizing the expenditure of any funds for such consultant to assist the City, the City shall consult with Developer in an effort to mutually agree to terms regarding (i) the scope of work to be performed, (ii) the projected costs associated with the work, and (iii) the particular consultant that would be engaged to perform the work.

6.10.3. Developer shall pay to the City all City Costs during the Term within thirty (30) days following receipt of a written invoice from the City. Each City Agency shall submit to OEWD or another City agency as designated by OEWD monthly or quarterly invoices for all City Costs incurred by the City Agency for reimbursement under this Agreement, and OEWD or its designee shall gather all such invoices so as to submit one City bill to Developer each month or quarter. To the extent that a City Agency fails to submit such invoices, then OEWD or its designee shall request and gather such billing information, and any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred shall not be recoverable.

6.10.4. The City shall not be required to process any requests for approval or take other actions under this Agreement during any period in which payments from Developer are past due. If such failure to make payment continues for a period of more than sixty (60) days following notice, it shall be a Default for which the City shall have all rights and remedies as set forth in Section 12.4.

6.11. Nexus/Reasonable Relationship Waiver. Developer consents to, and waives any rights it may have now or in the future, to challenge with respect to the Project or the Basic Approvals, the legal validity of, the conditions, requirements, policies, or programs required by this Agreement or the Existing Standards, including, without limitation, any claim that they constitute an abuse of police power, violate substantive due process, deny equal protection of the laws, effect a taking of property without payment of just compensation, or impose an unlawful tax. In the event Developer challenges any Future Change to an Existing Standard, or any

increased or new fee permitted under Section 2.3, then the City shall have the right to withhold additional development approvals or permits until the matter is resolved; provided, however, Developer shall have the right to make payment or performance under protest, and thereby receive the additional approval or permit while the matter is in dispute.

6.12. Taxes. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, or any equivalent or substitute tax or assessment, provided (i) the City shall not institute on its own initiative proceedings for any new or increased special tax or special assessment for a land-secured financing district (including the special taxes under the Mello-Roos Community Facilities Act of 1982 (California Government Code § 53311 et seq.)) that includes the Project Site unless the new district is City-wide or Developer gives its prior written consent to such proceedings, and (ii) no such tax or assessment shall be targeted or directed at the Project, including, without limitation, any tax or assessment targeted solely at the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any space therein, that is enacted in accordance with law and applies to similarly-situated property on a City-wide basis.

6.13. Indemnification of City. Developer shall Indemnify the City and its officers, agents and employees from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims ("**Losses**") arising or resulting directly or indirectly from this Agreement and Developer's performance (or nonperformance) of this Agreement, regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City, except to the extent that such Indemnity is void or otherwise unenforceable under applicable law, and except to the extent such Loss is the result of the active negligence or willful misconduct of City. The foregoing Indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs, and the City's cost of investigating any claims against the City. All Indemnifications set forth in this Agreement shall survive the expiration or termination of this Agreement.

6.14. Contracting for Public Improvements. In connection with all of the Public Improvements, Developer shall engage a contractor that is duly licensed in California and qualified to complete the work (the "**Contractor**"). The Contractor shall contract directly with Developer pursuant to an agreement to be entered into by Developer and Contractor (the "**Construction Contract**"), which shall: (i) be a guaranteed maximum price contract; (ii) require the Contractor or Developer to obtain and maintain bonds for one-hundred percent (100%) of the cost of construction for performance and fifty percent (50%) of payment for labor and materials (and include the City and Developer as dual obliges under the bonds), or provide a letter of credit or other security satisfactory to the City, in accordance with the requirements of the Subdivision Code; (iii) require the Contractor to obtain and maintain customary insurance, including workers compensation in statutory amounts, Employer's liability, general liability, and builders all-risk; (iv) release the City from any and all claims relating to the construction, including but not limited to mechanics liens and stop notices; (v) subject to the rights of any Mortgagee that forecloses on the property, include the City as a third party beneficiary, with all rights to rely on the work, receive the benefit of all warranties, and prospectively assume Developer's obligations and enforce the terms and conditions of the Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary, with all rights to rely on the work product, receive the benefit of all warranties and

covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

6.15. Notice of Special Restrictions for Parks. Upon approval of the final map consistent with this Development Agreement, Developer shall record Notice of Special Restrictions ("**NSRs**") on the Visitacion Park and Leland Greenway Park parcels, which are designed for potential acquisition by the City. Developer shall promptly provide a copy of the recorded NSRs to the Planning Department and to any other monitoring agency.

6.16. Fire Suppression Obligations.

7. OBLIGATIONS OF CITY

7.1. No Action to Impede Basic Approvals. Subject to City's express rights under this Agreement, City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Basic Approvals. An action taken or condition imposed shall be deemed to be "**in conflict with**" this Agreement or the Basic Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 2.3.1 of this Agreement.

7.2. Processing During Third Party Litigation. The filing of any third-party lawsuit(s) against the City or Developer relating to this Agreement, the Basic Approvals, the Implementing Approvals, or other development issues affecting the Project or the Project Site, shall not delay or stop the development, processing or construction of the Project or the issuance of Implementing Approvals unless the third-party obtains a court order preventing the activity.

7.3. Criteria for Approving Implementing Approvals. The City may approve an application for an Implementing Approval subject to any conditions necessary to bring the Implementing Approval into compliance with this Agreement, the Basic Approvals, any Implementing Approvals that have been previously granted, the Existing Standards, or Future Changes to Existing Standards (except to the extent such Future Changes to Existing Standards are in conflict with this Agreement or the terms and conditions of the Basic Approvals). If the City denies any application for an Implementing Approval that implements the Project as contemplated by the Basic Approvals (as opposed to requests for Implementing Approvals that effect a Material Change to the Basic Approvals), the City must specify in writing the reasons for such denial, which reasons may include how the application for the Implementing Approval is inconsistent with this Agreement and/or the Basic Approvals (if such inconsistencies are determined to exist), and the City shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with this Agreement (including the consistency with the Uniform Codes as provided in Section 2.3.4 or the Design for Development), the Basic Approvals, the Implementing Approvals that have been previously granted, and the Existing Standards or Future Changes to Existing Standards and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with this Agreement, the Basic Approvals, any Implementing Approvals that have been granted, the Existing Standards, Future Changes to Existing Standards (if any) and Applicable law.

7.4. Coordination of Offsite Improvements. The City shall use reasonable efforts to assist Developer in coordinating construction of offsite improvements specified in a Development Phase Approval in a timely manner; provided, however, the City shall not be required to incur any costs in connection therewith, other than incidental administrative costs, such as staff time.

7.5. Commitment of Transportation Funds.

7.5.1. The San Francisco County Transportation Authority ("**SFCTA**") will program $2 million of Proposition K funds to the Project through its 2014 Strategic Plan and 5-Year Prioritization Program process, anticipated to conclude by June 30, 2014. This $2 million in Proposition K funds will be programmed for transportation improvements located within and directly adjacent to the Project Site but intended to serve the larger community through improved pedestrian safety and pedestrian access to the Bayshore Caltrain Station. The Proposition K funds will subsidize the design and/or construction of the Project's Phase 1 pedestrian network, which will provide complete pedestrian connectivity between Bayshore Boulevard and the Bayshore Caltrain Station through a combination of permanent sidewalks and temporary pathways, as described in the Open Space and Streetscape Master Plan ("**Funding Contingency Work**"). Eligible improvements include sidewalks, temporary pedestrian pathways, signage, and other traffic calming measures that facilitate pedestrian safety. All portions of this pedestrian network must be consistent with the Open Space and Streetscape Masterplan.

The San Francisco Municipal Transportation Agency ("**SFMTA**") has agreed to serve as the fiscal sponsor for the Project's Proposition K allocation request(s). SFMTA will be the recipient of the Proposition K funds and will transfer the funds to the Developer on a reimbursement basis. For the Project to obtain all or any portion of this $2 million, SFMTA, on behalf of the Project, must request the funds by completing SFCTA's standard Proposition K request form and proceed through the SFCTA Board's Proposition K allocation approval process; provided that the request is complete and accurate, and consistent with Proposition K policies, it will not be denied. Proposition K funds are provided on a reimbursement basis, meaning that an allocation request must be approved prior to expenditure and that SFMTA, on behalf of the project, will be reimbursed for expenditures upon the submission of eligible expenses to SFCTA. SFMTA will subsequently reimburse eligible Developer costs according to project milestone completion and receipt of support documentation for all costs incurred. Once the SFMTA certifies the applicable milestone has been completed and is acceptable and that all support documents are sufficient, SFMTA will reimburse eligible costs to the Developer within thirty (30) days. Provided that the request is complete and accurate, it will not be denied. Milestones for reimbursement are as follows:

(a) At the time when the City approves the applicable improvement or improvements' Design Review Application, ensuring that improvement is designed to conform with Open Space and Streetscape Masterplan, SFMTA will reimburse all design-related eligible expenses.

(b) At the time when construction of applicable improvement(s) is substantially complete, SFMTA will reimburse all eligible construction expenses to date.

(c) At the time when the City deems that all public benefits and Community Improvements within the applicable phase are complete, such that the first residential unit within the phase may receive First Certificate of Occupancy, SFMTA will provide final reimbursement for any expenses occurring after substantial completion milestone.

(d) Developer will be required to provide quarterly progress reports on any Proposition K-funded design and/or development work to SFMTA within 30 days of the end of each quarter. SFMTA will subsequently submit these reports to SFCTA.

(e) Additionally, documentation of compliance with City payment procedures and policies must be provided for all reimbursable expenses. (See Controller's office website for details: http://www.sfcontroller.org/)

SFMTA, on behalf of the Developer, may request the Proposition K funds for a particular phase of design and/or construction work, either as a single application for $2 million or in multiple increments adding up to $2 million, provided that no allocation request may exceed the anticipated eligible costs of the improvement(s) for which reimbursement is being sought at that time. If a particular improvement or set of improvements requires less funding than initially anticipated, any remaining funds will be de-obligated and returned to the SFCTA. Any such return of funds will not compromise the Developer's eligibility to utilize a cumulative total of $2 million in Proposition K funds.

7.5.2. SFMTA agrees to dedicate additional funds to be spent on transportation improvements located within and directly adjacent to the Project Site but intended to serve the larger community through improved pedestrian safety and pedestrian access to the Bayshore Caltrain Station and along Bayshore Boulevard in the vicinity of the Project. These funds will be used to reimburse Developer's expenditures for eligible transportation improvements that have not been funded by another City source (e.g. Visitacion Valley Community Facilities and Infrastructure Fee, Proposition K dollars, or other transportation impact fees). Upon the earlier of (a) MTA designating a specific source for these funds or (b) 2 years after the Effective Date, the Project may request up to $1.5 million to reimburse Developer for the cost of eligible transportation improvements that have not been funded by another City source. Developer must request these funds at least 120 days prior to the date when they wish to be reimbursed, and SFMTA must evaluate the request within 60 days of receiving it. This funding to the Project is contingent upon Developer completing the Funding Contingency Work as defined in Section 7.5.1 above. SFMTA will transfer funds to Developer on a reimbursement basis. Reimbursement is contingent upon both receipt of sufficient support documentation and completion of the following key Project milestones:

(a) At the time when the City approves the applicable improvement or improvements' Design Review Application, ensuring that improvement is designed to conform with Open Space and Streetscape Masterplan, SFMTA will reimburse all design-related eligible expenses.

(b) At the time when construction of applicable improvement(s) is substantially complete, SFMTA will reimburse all eligible construction expenses to date

(c) At the time when the City deems that all public benefits and Community Improvements within the applicable phase are complete, such that the first residential unit within the phase may receive First Certificate of Occupancy, SFMTA will provide final reimbursement for any expenses occurring after substantial completion milestone.

(d) Additionally, documentation of compliance with City payment procedures and policies must be provided for all reimbursable expenses. See Controller's office website for details: http://www.sfcontroller.org/

Developer may request these funds in a single application or in multiple increments, up to a cumulative total of $1.5 million, provided that no allocation request may exceed the anticipated eligible costs of the improvement(s) for which reimbursement is being sought at that time. If a particular improvement or set of improvements requires less funding than initially anticipated, any remaining funds will be de-obligated and returned to the SFMTA. Any such return of funds will not compromise the Developer's eligibility to utilize a cumulative total of $1.5 million.

7.6. Park Subsidy/Acquisition.

The terms and procedures for the acquisition of parks of parks pursuant to this Agreement are described in Exhibit M attached hereto.

[Language to be added following the completion of negotiations between the Developer and the Recreation and Parks Department.]

7.7. On-Street Parking Management. The City will manage the Project Site's on-street parking to maximize access to the Project and support the City's broader transportation goals. To preserve flexibility as parking demands and traffic conditions change over time, the City will periodically evaluate the efficacy of the on-street parking management strategies being employed at the Project Site and make appropriate adjustments based on SFMTA's Policies for On-Street Parking Management or subsequently adopted guidelines. These evaluation and adjustment processes will utilize mode split and other transportation data collected as required by the Transportation Demand Management Plan and solicit input from occupants and property owners at the Project Site, as well as stakeholders in the Visitacion Valley community. In particular, the City agrees to manage the Project Site's on-street parking in such a way that does not prioritize daytime commuter parking (e.g. for Caltrain riders) over the access needs of the Project Site's occupants and visitors.

8. MUTUAL OBLIGATIONS

8.1. Notice of Completion or Revocation. Upon the Parties' completion of performance or revocation of this Agreement, a written statement acknowledging such completion or revocation, signed by the appropriate agents of City and Developer, shall be recorded in the Official Records.

8.2. Estoppel Certificate. Developer may, at any time, and from time to time, deliver written notice to the Planning Director requesting that the Planning Director certify in writing that to the best of his or her knowledge: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified either

orally or in writing, and if so amended or modified, identifying the amendments or modifications and stating their date and nature; (iii) Developer is not in default in the performance of its obligations under this Agreement, or if in default, describing therein the nature and amount of any such defaults; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 9.2 below. The Planning Director shall execute and return such certificate within forty-five (45) days following receipt of the request. Each Party acknowledges that any mortgagee with a mortgage on all or part of the Project Site, acting in good faith, may rely upon such a certificate. A certificate provided by the City establishing the status of this Agreement with respect to any lot or parcel shall be in recordable form and may be recorded with respect to the affected lot or parcel at the expense of the recording party.

8.3. Cooperation in the Event of Third-Party Challenge.

8.3.1. In the event any legal action or proceeding is instituted challenging the validity of any provision of this Agreement, the Project, the Basic Approvals or Implementing Approvals, the adoption of the Addenda to the FEIR, other actions taken pursuant to CEQA, or other approvals under state or City codes, statutes, codes, regulations, or requirements, and any combination thereof relating to the Project or any portion thereof (each, a "**Third-Party Challenge**"), the Parties shall cooperate in defending against such challenge. The City shall promptly notify Developer of any Third-Party Challenge instituted against the City.

8.3.2. Developer shall assist and cooperate with the City at its own expense in connection with any Third-Party Challenge. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of the Third-Party Challenge, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs in defense of the action or proceeding, including but not limited to the time and expenses of the City Attorney's Office and any consultants; provided, however, (i) Developer shall have the right to receive monthly invoices for all such costs, and (ii) Developer may elect to terminate this Agreement, and upon any such termination, Developer's and City's obligations to defend the Third-Party Challenge shall cease and Developer shall have no responsibility to reimburse any City defense costs incurred after such termination date. Developer shall Indemnify the City from any other liability incurred by the City, its officers, and its employees as the result of any Third-Party Challenge, including any award to opposing counsel of attorneys' fees or costs, except where such award is the result of the willful misconduct of the City or its officers or employees. This section shall survive any judgment invalidating all or any part of this Agreement.

8.4. Good Faith and Fair Dealing. The Parties shall cooperate with each other and act in good faith in complying with the provisions of this Agreement and implementing the Basic Approvals and any Implementing Approvals. In their course of performance under this Agreement, the Parties shall cooperate and shall undertake such actions as may be reasonably necessary to implement the Project as contemplated by this Agreement.

8.5. Other Necessary Acts. Each Party shall use good faith efforts to take such further actions as may be reasonably necessary to carry out this Agreement, the Basic Approvals, Development Phase Approvals, Design Review Approvals, and the Implementing Approvals, in accordance with the terms of this Agreement (and subject to all applicable laws) in order to

provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder.

9. PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

9.1. Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code as of the Effective Date ("**Section 56.17**"), attached hereto as Exhibit O, at the beginning of the second week of each January following final adoption of this Agreement and for so long as the Agreement is in effect (the "**Annual Review Date**"), the Planning Director shall commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The failure to commence such review in January shall not waive the Planning Director's right to do so later in the calendar year; provided, however, that such review shall be deferred to the following January if not commenced on or before May 31st. The Planning Director may elect to forego an annual review if no significant construction work occurred on the Project Site during that year, or if such review is otherwise not deemed necessary.

9.2. Review Procedure. In conducting the required initial and annual reviews of Developer's compliance with this Agreement, the Planning Director shall follow the process set forth in this Section.

9.2.1. Required Information from Developer. Upon request by the Planning Director but not more than sixty (60) days and not less than forty-five (45) days before the Annual Review Date, Developer shall provide a letter to the Planning Director containing evidence to show compliance with this Agreement, including, but not limited to, compliance with the requirements regarding the following: the Community Improvements, Public Improvements and Stormwater Management Improvements constructed or under construction by Developer as required by the Phasing Plan, and the manner in which the BMR Requirements have been met. The burden of proof, by substantial evidence, of compliance is upon Developer.

9.2.2. City Report. Within forty-five (45) days after Developer submits such letter, the Planning Director shall review the information submitted by Developer and all other available evidence regarding Developer's compliance with this Agreement. All such available evidence including final staff reports shall, upon receipt by the City, be made available as soon as possible to Developer. The Planning Director shall notify Developer in writing whether Developer has complied with the terms of this Agreement. If the Planning Director finds Developer in compliance, then the Planning Director shall proceed in the manner provided in Section 56.17. If the Planning Director finds Developer is not in compliance with this Agreement, the Planning Director shall issue a Certificate of Non-Compliance as procedures set forth in Section 56.17. The City's failure to timely complete the annual review is not deemed to be a waiver of the right to do so at a later date within a given year, so long as the annual review is commenced on or before May 31st, as contemplated in Section 9.1. All costs incurred by the City under this Section shall be included in the City Costs.

9.2.3. Effect on Transferees. If Developer has effected a transfer so that its interest in the Project Site has been divided between Developer and/or Transferees, then the annual review hereunder shall be conducted separately with respect to Developer and each

Transferee that is not Affiliated with Developer, and if appealed, the Planning Commission and Board of Supervisors shall make its determinations and take its actions separately with respect to Developer and each such Non-Affiliate Transferee, as applicable, pursuant to Administrative Code Chapter 56. If the Board of Supervisors terminates, modifies or takes such other actions as may be specified in Administrative Code Chapter 56 and this Agreement in connection with a determination that Developer or a Transferee has not complied with the terms and conditions of this Agreement, such action by the Planning Director, Planning Commission, or Board of Supervisors shall be effective only as to the Party (and its Affiliates) to whom the determination is made and the portions of the Project Site in which such Party (and its Affiliates) has an interest.

9.2.4. Default. The rights and powers of the City under this Section 9 are in addition to, and shall not limit, the rights of the City to terminate or take other action under this Agreement on account of the commission by Developer of an Event of Default.

10. AMENDMENT; TERMINATION; EXTENSION OF TERM

10.1. Amendment or Termination. Except as provided in Section 2.6 (Changes in State and Federal Rules and Regulations) and Section 12.4 (Remedies), this Agreement may only be amended or terminated with the mutual written consent of the Parties. Except as provided in this Agreement to the contrary, the amendment or termination, and any required notice thereof, shall be accomplished in the manner provided in the Development Agreement Statute and Section 56.18.

10.1.1. Amendment Exemptions. No amendment of a Basic Approval or Implementing Approval, or the approval of an Implementing Approval, shall require an amendment to this Agreement. Upon approval, any such matter shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in the amendment or Implementing Approval). Notwithstanding the foregoing, if there is any conflict between the terms of this Agreement and an Implementing Approval, or between this Agreement and any amendment to a Basic Approval or Implementing Approval which is not consistent with the terms of this Agreement, then the Parties shall concurrently amend this Agreement (subject to all necessary approvals in accordance with this Agreement) in order to ensure the terms of this Agreement are consistent with the proposed Implementing Approval or the proposed amendment to a Basic Approval or Implementing Approval. If the Parties fail to amend this Agreement as set forth above, then the terms of this Agreement shall prevail over any Implementing Approval or any amendment to a Basic Approval or Implementing Approval that conflicts with this Agreement.

10.2. Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Basic Approvals, except as to each Basic Approval for a building project that has been commenced in reliance thereon.

10.3. Extension Due to Legal Action, Referendum, or Excusable Delay.

10.3.1. If any litigation is filed challenging this Agreement (including but not limited to any CEQA determinations) or the validity of this Agreement or any of its provisions,

or if this Agreement is suspended pending the outcome of an electoral vote on a referendum, then the Term shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension to the end of such litigation or suspension. The Parties shall document the start and end of this delay in writing within thirty (30) days from the applicable dates.

10.3.2. In the event of changes in state or federal laws or regulations, inclement weather, delays due to strikes, inability to obtain materials, civil commotion, war, acts of terrorism, fire, acts of God, litigation, lack of availability of commercially-reasonable project financing (as a general matter and not specifically tied to Developer), or other circumstances beyond the control of Developer and not proximately caused by the acts or omissions of Developer that substantially interfere with carrying out the Project or any portion thereof or with the ability of Developer to perform its obligations under this Agreement ("**Excusable Delay**"), the Parties agree to extend the time periods for performance, as such time periods have been agreed to by Developer, of Developer's obligations impacted by the Excusable Delay. In the event that an Excusable Delay occurs, Developer shall notify the City in writing of such occurrence and the manner in which such occurrence substantially interferes with carrying out the Project or the ability of Developer to perform under this Agreement. In the event of the occurrence of any such Excusable Delay, the time or times for performance of the obligations of Developer, including the completion of any required Community Improvements within a given Development Phase, will be extended for the period of the Excusable Delay if Developer cannot, through commercially reasonable and diligent efforts, make up for the Excusable Delay within the time period remaining before the applicable completion date; provided, however, within thirty (30) days after the beginning of any such Excusable Delay, Developer shall have first notified City of the cause or causes of such Excusable Delay and claimed an extension for the reasonably estimated period of the Excusable Delay. In the event that Developer stops any work as a result of an Excusable Delay, Developer must take commercially reasonable measures to ensure that the affected real property is returned to a safe condition and remains in a safe condition for the duration of the Excusable Delay.

10.3.3. The foregoing Section 10.3.2 notwithstanding, Developer may not seek to delay the Completion of an Community Improvement or other public benefit required under a Development Phase Approval (including any required implementation trigger contained in the Phasing Plan or in an Implementing Approval) as a result of an Excusable Delay related to the lack of availability of commercially reasonable project financing. Furthermore, Developer may not rely on Excusable Delay to delay the Completion of a Community Improvement or other public benefit while commensurate work (to that which is sought to be delayed) is being performed on the market-rate development in the Project Site.

11. TRANSFER OR ASSIGNMENT; RELEASE; RIGHTS OF MORTGAGEES; CONSTRUCTIVE NOTICE

11.1. Permitted Transfer of this Agreement.

11.1.1. No City Consent. Developer shall have the right to Transfer its rights, interests and obligations under this Agreement, without the City's consent, as follows:

(a) Developer may convey the entirety of its right, title, and interest in and to the Project Site together with a Transfer of all rights, interests and obligations of this Agreement without the City's consent;

(b) From and after the recordation of a final subdivision map for all real property within an Development Phase Approval and Developer's Completion of the Community Improvements and Transportation Mitigation Measures in that approved Development Phase or Sub-Phase, Developer shall have the right to Transfer all of its interest, rights or obligations under this Agreement with respect to that Development Phase to a Transferee acquiring a fee or long-term ground lease interest in all or a portion of the real property within that Development Phase without the City's consent;

(c) Following the Completion of infrastructure as needed to create developable lots, Developer shall have the right to convey developable lots or parcels within the Project Site for vertical development not requiring the construction of Community Improvements and Transportation Mitigation Measures but requiring the construction of on-site Public Improvements or Stormwater Management Improvements required by the Planning Code or other City code or regulation (including adjoining streetscape improvements required by a street improvement permit), and Transfer all rights, interests and obligations under this Agreement with respect to the conveyed lots or parcels, without the City's consent (subject to the requirements of Section 4.2 with respect to the Completion of BMR Units or payment of an in lieu fee); and

(d) Developer shall have the right to convey a portion of the Project Site, together with a Transfer of its rights, interests and obligations under this Agreement with respect to the conveyed real property, to Affiliates without the City's consent (but subject to the cross-default provisions between Developer and Affiliates as set forth in Section 12.2 below); and

(e) Developer shall have the right to convey all or a portion of the Project Site, together with a Transfer of all its rights, interests and obligations under this Agreement with respect to the conveyed real property, to a Mortgagee as set forth in Section 11.9 below without the City's consent. Following any foreclosure, deed in lieu or other transfer to a Mortgagee, such Mortgagee shall have the right to transfer its interest in the Project Site together with a Transfer of all rights, interests and obligations under this Agreement without the City's consent.

Any Transfer of rights, interests and obligations under this Agreement shall be by an Assignment and Assumption Agreement in substantially the form attached hereto as Exhibit P, and notwithstanding the fact that the City cannot object to Transfers described in this Section 11.1.1 above, the City shall have the right to object to an Assignment and Assumption Agreement if and to the extent such agreement does not meet the requirements of Section 11.3.2. No Transfer under this Section shall terminate or modify the rights or obligations of the Parties under this Agreement including but not limited to the BMR Requirements.

11.1.2. City Consent Requirement. Developer shall have the right, at any time, to convey a portion of its right, title and interest in and to the Project Site, as well as Transfer

the rights, interests and obligations under this Agreement with respect to such real property (including the obligation to construct Community Improvements and Transportation Mitigation Measures required to be constructed in the applicable Development Phase Approval) subject to the prior written consent of the Planning Director, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the Planning Director shall consider whether the proposed Transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. With regard to any proposed Transfer under this Section 11.1.2, Developer shall provide to the City information to demonstrate the Transferee's development experience, together with any additional information reasonably requested by the City.

11.2. Transferee Obligations. The Parties understand and agree that rights and obligations under this Agreement run with the land, and each Transferee must satisfy the obligations of this Agreement with respect to the land owned by it (including but not limited to completion of any BMR Units); provided, however, notwithstanding the foregoing, if an owner of a portion of the Project Site (other than a mortgagee, including any mortgagee who obtains title to the Project Site or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action) does not enter into an Assignment and Assumption Agreement approved by the Planning Director, then it shall have no rights, interests or obligations under this Agreement and the City shall have such remedies as may be available for violation of this Article 11.

11.3. Notice and Approval of Transfers.

11.3.1. With regard to any proposed Transfer under this Article 11, Developer shall provide not less than thirty (30) days written notice to City before any proposed Transfer of its interests, rights and obligations under this Agreement. Developer shall provide, with such notice, a copy of an assignment and assumption agreement, in substantially the form attached hereto as Exhibit P, that Developer proposes to enter into, with a detailed description of what obligations are to be assigned to the Transferee and what obligations will be retained by Developer, and a description of the real property proposed for conveyance to the Transferee (an "**Assignment and Assumption Agreement**"). The City shall execute and return the Assignment and Assumption Agreement, or provide any written objections, within thirty (30) days following receipt of the Assignment and Assumption Agreement from Developer.

11.3.2. Each Assignment and Assumption Agreement shall be in recordable form, substantially the form attached hereto as Exhibit P, and include: (i) an agreement and covenant by the Transferee not to challenge the enforceability of any of the provisions or requirements of this Agreement, including but not limited to the Costa-Hawkins Act provisions and waivers; (ii) a description of the obligations under this Agreement (including but not limited to obligations to construct Community Improvements and Mitigation Measures) that will be assumed by the assignee and from which assignor will be released; (iii) confirmation of all of the Indemnifications and releases set forth in this Agreement; (iv) a covenant not to sue the City, and an Indemnification to the City, for any and all disputes between the assignee and assignor; (v) a covenant not to sue the City, and an Indemnification to the City, for any failure to complete all or any part of the Project by any party, and for any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of this

Agreement; (vi) a transfer of any existing bonds or security required under this Agreement, or the Assignee will provide new bonds or security to replace the bonds or security that had been provided by Assignor, and (vii) such other matters as are deemed appropriate by the assignee and assignor and are approved by the City. Each Assignment and Assumption Agreement shall become effective when it is duly executed by the Parties, the Planning Director has executed the consent, and it is recorded in the Official Records.

11.3.3. With regard to any proposed Transfer under this Article 11 not requiring the City's consent, each Assignment and Assumption Agreement shall be subject to the review and approval of the Planning Director and the Planning Director shall only disapprove the Assignment and Assumption Agreement if such Assignment and Assumption Agreement does not include the items (i) to (vi) of Section 11.3.2 above, or the description of the obligations that will be assigned and assumed are unclear or inconsistent with this Agreement, the Phasing Plan or any applicable Development Phase Approval. With regard to any proposed Transfer under this Article 11 requiring the City's consent, each Assignment and Assumption Agreement shall be subject to the review and approval of the Planning Director, which shall not be unreasonably withheld or delayed. The Planning Director may withhold such approval (a) if the proposed Assignment and Assumption Agreement does not include the items (i) to (vi) of Section 11.3.2 above, or the description of the obligations that will be assigned and assumed are unclear or inconsistent with this Agreement, the Phasing Plan or any applicable Development Phase Approval, (b) the Planning Director reasonably objects to the qualifications of the proposed Transferee, as set forth in Section 11.1.2 above, or (c) the proposed Assignment and Assumption Agreement disproportionally burdens particular parcels or Transferees with obligations and Developer or Transferee does not provide reasonable evidence that such obligations can or will be completed.

11.4. City Review of Proposed Transfers. The City shall use good faith efforts to promptly review and respond to all approval requests under this Article 11. The City shall explain its reasons for any denial, and the parties agree to meet and confer in good faith to resolve any differences or correct any problems in the proposed documentation or transaction. If the City grants its consent, the consent shall include a fully executed, properly acknowledged release of assignor for the prospective obligations that have been assigned, in recordable form, and shall be recorded together with the approved Assignment and Assumption Agreement. Notwithstanding anything to the contrary set forth in this Agreement, the City shall not be required to consider any request for consent to any Transfer while Developer is in uncured breach of any of its obligations under this Agreement. Any sale or conveyance of all or part of the Project Site during the Term without an Assignment and Assumption Agreement as required by this Article 11 assigning the applicable portions of this Agreement, if any, (except for conveyances to Mortgagees and conveyances of completed lots with completed vertical development for which there are no continuing rights or obligations under this Agreement, and for which the Parties have therefore released the encumbrance of this Agreement) shall be an Event of Default. Any Transfer in violation of this Article 11 shall be an Event of Default. If Developer fails to cure such Event of Default by voiding or reversing the unpermitted Transfer within ninety (90) days following the City's delivery of the Notice of Default, the City shall have the rights afforded to it under Article 12.

11.5. Permitted Change; Permitted Contracts. Notwithstanding anything to the contrary set forth above, the following shall not be deemed a Transfer requiring City consent under this Agreement: (i) any sale, pledge, assignment or other transfer of the entire Project Site to an Affiliate of Developer and (ii) any change in corporate form of Developer or its Affiliates, such as a transfer from a limited liability company to a corporation or partnership, that does not affect or change beneficial ownership of the Project Site (each, a "**Permitted Change**"); provided, however, Developer shall provide to City written notice of any such Permitted Change, together with such backup materials or information reasonably requested by City, within thirty (30) days following the date of such Permitted Change or City's request for backup information, as applicable. In addition, Developer has the right to enter into contracts with third parties, including but not limited to construction and service contracts, to perform work required by Developer under this Agreement. No such contract shall be deemed a Transfer under this Agreement and Developer shall remain responsible to City for the Completion of the work in accordance with this Agreement, subject to Excusable Delay.

11.6. Release of Liability. Upon City's consent to a Transfer (other than to an Affiliate of Developer), Developer shall be released (subject to Section 12.3) from any prospective liability or obligation under this Agreement that has been Transferred to the Transferee as specified in the Assignment and Assumption Agreement, and the Transferee shall be deemed to be the "**Developer**" under this Agreement with all rights and obligations related thereto with respect to the real property conveyed to such Transferee. As further described in Section 12.3, if a Transferee defaults under this Agreement, such default shall not constitute a default by Developer or its Affiliates (or other Transferees not Affiliated with the defaulting Transferee) and shall not entitle City to Terminate or modify this Agreement with respect to such non-defaulting Parties. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to Complete a Mitigation Measure, Community Improvement, or Public Improvement that must be Completed by a specific Party (as an implementation trigger in the Phasing Plan or applicable Development Phase Approval) may, if not Completed, delay or prevent a different Party's ability to start or Complete a specific building or improvement under this Agreement, and Developer and all Transferees assume this risk. Accordingly, City may withhold Development Phase Approvals, Design Review Approvals, or Implementing Approvals based upon the acts or omissions of a different Party.

11.7. Rights of Developer. The provisions in this Article 11 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements or licenses to facilitate development of the Project Site, (ii) encumbering the Project Site or any portion of the improvements thereon by any mortgage, deed of trust, or other device securing financing with respect to the Project Site or Project, (iii) granting a leasehold interest in portions of the Project Site in which persons or entities so granted will reside or will operate, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, provided that Developer retains control of such joint venture or partnership and provided none of the foregoing will affect or limit Developer's obligations or liabilities under this Agreement, (v) upon completion of a building, selling a fee interest in a condominium unit, or (vi) transferring all or a portion of the Project Site pursuant to a foreclosure, conveyance in lieu of foreclosure, or other remedial action in connection with a mortgage; provided, however, with respect to items (i) through (iii) above, Developer shall not grant any such easements or licenses, allow encumbrances, or grant leasehold interests over real property intended for

conveyance to the City in accordance with the Schlage Lock Development Plan Documents without the City's prior written consent, which shall not be unreasonably withheld unless such interests or encumbrances can be and in fact are terminated by Developer before conveyance to the City. None of the terms, covenants, conditions, or restrictions of this Agreement or the Basic Approvals or Implementing Approvals shall be deemed waived by City by reason of the rights given to Developer pursuant to this Section 11.7.

11.8. Developer's Responsibility for Performance. It is the intent of the Parties that as the Project is developed all applicable requirements of this Agreement and the Basic Approvals and Implementing Approvals shall be met. If Developer Transfers all or any portion of this Agreement, Developer shall continue to be responsible for performing the obligations under this Agreement until such time as there is delivered to the City a legally binding Assignment and Assumption Agreement that has been approved by the City in accordance with this Article 11. The City is entitled to enforce each and every such obligation assumed by each Transferee directly against the Transferee as if the Transferee were an original signatory to this Agreement with respect to such obligation. Accordingly, in any action by the City against a Transferee to enforce an obligation assumed by the Transferee, the Transferee shall not assert as a defense against the City's enforcement of performance of such obligation that such obligation (i) is attributable to Developer's breach of any duty or obligation to the Transferee arising out of the transfer or assignment, the Assignment and Assumption Agreement, the purchase and sale agreement, or any other agreement or transaction between Developer and the Transferee, or (ii) relates to the period before the Transfer. Developer shall Indemnify the City from and against all Losses arising out of or connected with contracts or agreements entered into by Developer in connection with its performance under this Agreement, including any Assignment and Assumption Agreement and any dispute between parties relating to which such party is responsible for performing certain obligations under this Agreement.

11.9. Rights of Mortgagees; Not Obligated to Construct; Right to Cure Default.

11.9.1. Notwithstanding anything to the contrary contained in this Agreement (including without limitation those provisions that are or are intended to be covenants running with the land), a mortgagee, including any mortgagee who obtains title to the Project Site or any portion thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof, or other remedial action ("**Mortgagee**"), shall not be obligated under this Agreement to construct or complete improvements required by the Basic Approvals, Implementing Approvals or this Agreement or to guarantee their construction or completion solely because the Mortgagee holds a mortgage or other interest in the Project Site or this Agreement. The foregoing provisions shall not be applicable to any other party who, after such foreclosure, conveyance or other action in lieu thereof, or other remedial action, obtains title to the Project Site or a portion thereof from or through the Mortgagee, or any other purchaser at a foreclosure sale other than the Mortgagee itself. A breach of any obligation secured by any mortgage or other lien against the mortgaged interest or a foreclosure under any mortgage or other lien shall not by itself defeat, diminish, render invalid or unenforceable, or otherwise impair the obligations or rights of Developer under this Agreement.

11.9.2. Subject to the provisions of the first sentence of Section 11.9.1, any person, including a Mortgagee, who acquires title to all or any portion of the Project Site by

foreclosure, trustee's sale, deed in lieu of foreclosure, or other remedial action shall succeed to all of the rights and obligations of Developer under this Agreement and shall take title subject to all of the terms and conditions of this Agreement. Nothing in this Agreement shall be deemed or construed to permit or authorize any such holder to devote any portion of the Project Site to any uses, or to construct any improvements, other than the uses and improvements provided for or authorized by the Basic Approvals, Implementing Approvals and this Agreement.

11.9.3. If the City receives a written notice from a Mortgagee or from Developer requesting a copy of any Notice of Default delivered to Developer and specifying the address for service thereof, then the City shall deliver to such Mortgagee at such Mortgagee's cost (or Developer's cost), concurrently with service thereon to Developer, any Notice of Default delivered to Developer under this Agreement. In accordance with Section 2924 of the California Civil Code, the City hereby requests that a copy of any notice of default and a copy of any notice of sale under any mortgage or deed of trust be mailed to the City at the address shown on the first page of this Agreement for recording.

11.9.4. A Mortgagee shall have the right, at its option, to cure any default or breach by Developer under this Agreement within the same time period as Developer has to remedy or cause to be remedied any default or breach, plus an additional period of (i) ninety (90) calendar days to cure a default or breach arising from Developer failure to pay any sum of money required to be paid hereunder and (ii) one hundred and eighty (180) days to cure or commence to cure a non-monetary default or breach and thereafter to pursue such cure diligently to completion, or such additional time as necessary for the Mortgagee to obtain physical possession of the Project Site or the part thereof to which the lien of such Mortgagee relates through judicial foreclosure or other means. Nothing in this Agreement shall prevent a Mortgagee from adding the cost of such cure to the indebtedness or other obligation evidenced by its mortgage, provided that if the breach or default is with respect to the construction of the improvements on the Project Site, nothing contained in this Section 11.9 or elsewhere in this Agreement shall be deemed to permit or authorize such Mortgagee, either before or after foreclosure or action in lieu thereof or other remedial measure, to undertake or continue the construction or completion of the improvements (beyond the extent necessary to conserve or protect improvements or construction already made) without first having expressly assumed the obligation, by written agreement reasonably satisfactory to the City, to complete in the manner provided in this Agreement the improvements on the Project Site or the part thereof to which the lien or title of such Mortgagee relates.

11.10. Constructive Notice. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site is, and shall be, constructively deemed to have consented to every provision contained herein, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site. Every person or entity who now or hereafter owns or acquires any right, title or interest in or to any portion of the Project or the Project Site and either (i) undertakes any development activities at the Project Site, or (ii) owns the BMR Units or other development permitted under this Agreement, is, and shall be, constructively deemed to have consented and agreed to, and is obligated by all of the terms and conditions of this Agreement, whether or not any reference to this Agreement is contained in the instrument by which such person acquired an interest in the Project or the Project Site.

12. ENFORCEMENT OF AGREEMENT; REMEDIES FOR DEFAULT; DISPUTE RESOLUTION

12.1. Enforcement. The only Parties to this Agreement are the City and Developer (including any Transferee). This Agreement is not intended, and shall not be construed, to benefit or be enforceable by any other person or entity whatsoever, except for a Mortgagee as set forth in Section 11.9 and any other provision that is for the express benefit of Mortgagees.

12.2. Default. For purposes of this Agreement, the following shall constitute an event of default (an "**Event of Default**") under this Agreement: (i) except as otherwise specified in this Agreement, the failure to make any payment within ninety (90) calendar days of when due; and (ii) the failure to perform or fulfill any other material term, provision, obligation, or covenant hereunder and the continuation of such failure for a period of thirty (30) calendar days following a written notice of default and demand for compliance (a "**Notice of Default**"); provided, however, if a cure cannot reasonably be completed within thirty (30) days, then it shall not be considered a default if a cure is commenced within said 30 day period and diligently prosecuted to completion thereafter. An Event of Default by Developer or an Affiliate of Developer shall be, at the City's option, an Event of Default by Developer and its Affiliates with all available remedies under Section 12.4; provided, however, (a) no Event of Default by Developer or an Affiliate of Developer in its capacity as a developer of vertical improvements (defined as improvements that are not Community Improvements, Public Improvements, Stormwater Management Improvements, or any other horizontal development) (each, a "**Vertical Obligation**", and the Affiliate, an "**Affiliated Vertical Developer**") shall be an Event of Default by other Affiliated Vertical Developers, (b) no Event of Default by Developer or an Affiliate of Developer with respect to the obligations of this Agreement regarding the construction, maintenance, or operation of Community Improvements, Public Improvements, Transportation Mitigation Measures, Stormwater Management Improvements, or any other horizontal development (each, a "**Horizontal Obligation**") shall be deemed to be an Event of Default by an Affiliated Vertical Developer, and (c) notwithstanding anything to the contrary in clause (a) above, an Event of Default by an Affiliated Vertical Developer with respect to the BMR Unit requirements shall, at the City's option, be deemed an Event of Default by Developer and all of its Affiliates for all purposes under this Agreement (including all Vertical Obligations or Horizontal Obligations). Notwithstanding the inability to cross-default certain obligations as set forth in (a) through (c) above, Developer and each Transferee assume the risk that another Party's failure to Complete a Mitigation Measure, Community Improvement or Public Improvement may delay or interfere with its development rights as set forth in Section 11.6.

12.3. Notice of Default. Prior to the initiation of any action for relief specified in Section 12.4 below, the Party claiming default shall deliver to the other Party a Notice of Default. The Notice of Default shall specify the reasons for the allegation of default with reasonable specificity. If the alleged defaulting Party disputes the allegations in the Notice of Default, then that Party, within twenty-one (21) calendar days of receipt of the Notice of Default, shall deliver to the other Party a notice of non-default which sets forth with specificity the reasons that an default has not occurred. The Parties shall meet to discuss resolution of the alleged default within thirty (30) calendar days of the delivery of the notice of non-default. If, after good faith negotiation, the Parties fail to resolve the alleged default within thirty (30) calendar days, then the Party alleging a default may (i) institute legal proceedings pursuant to

Section 12.4 to enforce the terms of this Agreement or (ii) send a written notice to terminate this Agreement pursuant to Section 12.4. The Parties may mutually agree in writing to extend the time periods set forth in this Section.

12.4. Remedies.

12.4.1. Specific Performance; Termination. In the event of an Event of Default under this Agreement, the remedies available to a Party shall include specific performance of the Agreement in addition to any other remedy available at law or in equity (subject to the limitation on damages set forth in Section 12.4.2 below). The City's specific performance remedy shall include the right to require that Developer Complete any Public Improvement that Developer has commenced (through exercise of rights under payment and performance bonds or otherwise), and to require dedication of the Public Improvement to the City upon Completion together with the conveyance of real property as contemplated by this Agreement. Developer's right to specific performance shall include, but not be limited to, review and approval, consistent with the terms of this Agreement, of Development Phase Applications, Design Review Approvals, and Implementing Approvals, as described in this Agreement. In addition, in the event of an Event of Default under this Agreement, and following a public hearing at the Board of Supervisors regarding such Event of Default and proposed termination, the non-defaulting Party may terminate this Agreement by sending a notice of termination to the other Party setting forth the basis for the termination. The Party alleging a material breach shall provide a notice of termination to the breaching Party, which notice of termination shall state the material breach. The Agreement will be considered terminated effective upon the date set forth in the notice of termination, which shall in no event be earlier than ninety (90) days following delivery of the notice. The Party receiving the notice of termination may take legal action available at law or in equity if it believes the other Party's decision to terminate was not legally supportable.

12.4.2. Limited Damages. The Parties have determined that, except as set forth in this Section 12.4.2, (i) monetary damages are generally inappropriate and in no event shall the City be liable for any damages whatsoever for any breach of this Agreement, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a breach hereunder and (iii) equitable remedies and remedies at law not including damages but including termination are particularly appropriate remedies for enforcement of this Agreement. Consequently, Developer agrees that the City shall not be liable to Developer for damages under this Agreement, and the City agrees that Developer shall not be liable to the City for damages under this Agreement, and each covenants not to sue the other for or claim any damages under this Agreement and expressly waives its right to recover damages under this Agreement, except as follows: (1) the City shall have the right to recover actual damages only (and not consequential, punitive or special damages, each of which is hereby expressly waived) for (a) Developer's failure to pay sums to the City as and when due under this Agreement, but subject to any express conditions for such payment set forth in this Agreement, and (b) Developer's failure to make payment due under any Indemnity in this Agreement, (2) the City shall have the right to recover any and all damages relating to Developer's failure to construct Public Improvements in accordance with the City approved plans and specifications and in accordance with all applicable laws (but only to the extent that the City first collects against any security, including but not limited to bonds, for such Public Improvements), and (3) either Party

shall have the right to recover attorneys' fees and costs as set forth in Section 12.7, when awarded by an arbitrator or a court with jurisdiction. For purposes of the foregoing, "**actual damages**" shall mean the actual amount of the sum due and owing under this Agreement, with interest as provided by law, together with such judgment collection activities as may be ordered by the judgment, and no additional sums.

12.5. Dispute Resolution. The Parties recognize that disputes may arise from time to time regarding application to the Project and the Project Site of the Existing Standards or Future Changes to the Existing Standards. Accordingly, in addition and not by way of limitation to all other remedies available to the Parties under the terms of this Agreement, including legal action, the Parties agree to follow the dispute resolution procedure in Section 12. that is designed to expedite the resolution of such disputes. If, from time to time, a dispute arises between the Parties relating to application to the Project or the Project Site of Existing Standards or Future Changes to the Existing Standards, the dispute shall initially be presented by Planning Department staff to the Planning Director, by DPW staff to the Director of DPW, or to DBI staff to the Director of DBI, whichever is appropriate, for resolution. If the Planning Director, Director of DPW, or Director of DBI, as applicable, decides the dispute to Developer's satisfaction, such decision shall be deemed to have resolved the matter. Nothing in this section shall limit the rights of the Parties to seek judicial relief in the event that they cannot resolve disputes through the above process.

12.6. Dispute Resolution Related to Changes in State and Federal Rules and Regulations. The Parties agree to the follow the dispute resolution procedure in this Section 12.6.2 for disputes regarding the effect of changes to State and federal rules and regulations to the Project pursuant to Section 2.6.2.

12.6.1. Good Faith Meet and Confer Requirement. The Parties shall make a good faith effort to resolve the dispute before non-binding arbitration. Within five (5) business days after a request to confer regarding an identified matter, representatives of the Parties who are vested with decision-making authority shall meet to resolve the dispute. If the Parties are unable to resolve the dispute at the meeting, the matter shall immediately be submitted to the arbitration process set forth in Section 12.6.2.

12.6.2. Non-Binding Arbitration. The Parties shall mutually agree on the selection of an arbiter at JAMS in San Francisco or other mutually agreed to Arbiter to serve for the purposes of this dispute. The arbiter appointed must meet the Arbiters' Qualifications. The "**Arbiters' Qualifications**" shall be defined as at least ten (10) years of experience in a real property professional capacity, such as a real estate appraiser, broker, real estate economist, or attorney, in the Bay Area. The disputing Party(ies) shall, within ten (10) business days after submittal of the dispute to non-binding arbitration, submit a brief with all supporting evidence to the arbiter with copies to all Parties. Evidence may include, but is not limited to, expert or consultant opinions, any form of graphic evidence, including photos, maps or graphs and any other evidence the Parties may choose to submit in their discretion to assist the arbiter in resolving the dispute. In either case, any interested Party may submit an additional brief within ten (10) business days after distribution of the initial brief. The arbiter thereafter shall hold a telephonic hearing and issue a decision in the matter promptly, but in any event within five (5) business days after the submittal of the last brief, unless the arbiter determines that further

briefing is necessary, in which case the additional brief(s) addressing only those items or issues identified by the arbiter shall be submitted to the arbiter (with copies to all Parties) within five (5) business days after the arbiter's request, and thereafter the arbiter shall hold a telephonic hearing and issue a decision promptly but in any event not sooner than two (2) business days after submission of such additional briefs, and no later than thirty-two (32) business days after initiation of the non-binding arbitration. Each Party will give due consideration to the arbiter's decision before pursuing further legal action, which decision to pursue further legal action shall be made in each Party's sole and absolute discretion.

12.7. Attorneys' Fees. Should legal action be brought by either Party against the other for an Event of Default under this Agreement or to enforce any provision herein, the prevailing party in such action shall be entitled to recover its reasonable attorneys' fees and costs. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" shall mean the fees and expenses of counsel to the Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts, and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney. The term "reasonable attorneys' fees and costs" shall also include, without limitation, all such fees and expenses incurred with respect to appeals, mediation, arbitrations, and bankruptcy proceedings, and whether or not any action is brought with respect to the matter for which such fees and costs were incurred. For the purposes of this Agreement, the reasonable fees of attorneys of City Attorney's Office shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the City Attorney's Office's services were rendered who practice in the City of San Francisco in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

12.8. No Waiver. Failure or delay in giving a Notice of Default shall not constitute a waiver of such Event of Default, nor shall it change the time of such Event of Default. Except as otherwise expressly provided in this Agreement, any failure or delay by a Party in asserting any of its rights or remedies as to any Event of Default shall not operate as a waiver of any Event of Default or of any such rights or remedies, nor shall it deprive any such Party of its right to institute and maintain any actions or proceedings that it may deem necessary to protect, assert, or enforce any such rights or remedies.

12.9. Future Changes to Existing Standards. Pursuant to Section 65865.4 of the Development Agreement Statute, unless this Agreement is terminated by mutual agreement of the Parties or terminated for default as set forth in Section 12.4.1, either Party may enforce this Agreement notwithstanding any change in any applicable general or specific plan, zoning, subdivision, or building regulation adopted by the City or the voters by initiative or referendum (excluding any initiative or referendum that successfully defeats the enforceability or effectiveness of this Agreement itself), including any Future Changes to Existing Standards, subject to the terms of Section 2.6

12.10. Joint and Several Liability. If Developer consists of more than one person or entity with respect to any real property within the Project Site or any obligation under this Agreement, then the obligations of each such person and/or entity shall be joint and several.

13. MISCELLANEOUS PROVISIONS

13.1. Entire Agreement. This Agreement, including the preamble paragraph, Recitals and Exhibits, constitute the entire understanding and agreement between the Parties with respect to the subject matter contained herein.

13.2. Binding Covenants; Run With the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement, all of the provisions, agreements, rights, powers, standards, terms, covenants and obligations contained in this Agreement shall be binding upon the Parties and, subject to Article 11 above, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns, and all persons or entities acquiring the Project Site, any lot, parcel or any portion thereof, or any interest therein, whether by sale, operation of law, or in any manner whatsoever, and shall inure to the benefit of the Parties and their respective heirs, successors (by merger, consolidation or otherwise) and assigns. Subject to the limitations on Transfers set forth in Article 11 above, all provisions of this Agreement shall be enforceable during the Term as equitable servitudes and constitute covenants and benefits running with the land pursuant to applicable law, including but not limited to California Civil Code section 1468.

13.3. Applicable Law and Venue. This Agreement has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All rights and obligations of the Parties under this Agreement are to be performed in the City and County of San Francisco, and such City and County shall be the venue for any legal action or proceeding that may be brought, or arise out of, in connection with or by reason of this Agreement.

13.4. Construction of Agreement. The Parties have mutually negotiated the terms and conditions of this Agreement and its terms and provisions have been reviewed and revised by legal counsel for both the City and Developer. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting Party shall apply to the interpretation or enforcement of this Agreement. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. The captions of the paragraphs and subparagraphs of this Agreement are for convenience only and shall not be considered or referred to in resolving questions of construction. Each reference in this Agreement to this Agreement or any of the Basic Approvals or Implementing Approvals shall be deemed to refer to the Agreement or the Basic Approvals or Implementing Approvals as amended from time to time pursuant to the provisions of the Agreement, whether or not the particular reference refers to such possible amendment.

13.5. Project Is a Private Undertaking; No Joint Venture or Partnership.

13.5.1. The development proposed to be undertaken by Developer on the Project Site is a private development and no portion shall be deemed a public work. The City has no interest in, responsibility for, or duty to third persons concerning any of the improvements on the Project Site. Unless and until portions of the Project Site are dedicated to the City, Developer shall exercise full dominion and control over the Project Site, subject only to the limitations and obligations of Developer contained in this Agreement.

13.5.2. Nothing contained in this Agreement, or in any document executed in connection with this Agreement, shall be construed as creating a joint venture or partnership between the City and Developer. Neither Party is acting as the agent of the other Party in any respect hereunder. Developer is not a state or governmental actor with respect to any activity conducted by Developer hereunder.

13.6. Recordation. Pursuant to Section 65868.5 of the Development Agreement Statute and Section 56.16 of the Administrative Code, the clerk of the Board shall cause a copy of this Agreement or any amendment thereto to be recorded in the Official Records within ten (10) business days after the Effective Date of this Agreement or any amendment thereto, as applicable, with costs to be borne by Developer.

13.7. Obligations Not Dischargeable in Bankruptcy. Developer's obligations under this Agreement are not dischargeable in bankruptcy.

13.8. Signature in Counterparts. This Agreement 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.

13.9. Time of the Essence. Time is of the essence in the performance of each and every covenant and obligation to be performed by the Parties under this Agreement.

13.10. Notices. Any notice or communication required or authorized by this Agreement shall be in writing and may be delivered personally or by registered mail, return receipt requested. Notice, whether given by personal delivery or registered mail, shall be deemed to have been given and received upon the actual receipt by any of the addressees designated below as the person to whom notices are to be sent. Either Party to this Agreement may at any time, upon written notice to the other Party, designate any other person or address in substitution of the person and address to which such notice or communication shall be given. Such notices or communications shall be given to the Parties at their addresses set forth below:

To City:

John Rahaim
Director of Planning
San Francisco Planning Department
1650 Mission Street, Suite 400
San Francisco, California 94102

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102

To Developer:

Jonathan Scharfman
General Manager/Development Director
Universal Paragon Corporation
150 Executive Park Blvd., Suite 1180
San Francisco, CA 94134

with a copy to:

David P. Cincotta, Esq.
Jeffer Mangels Butler & Mitchell LLP
Two Embarcadero Center, Fifth Floor
San Francisco, California, 94111

13.11. Limitations on Actions. Pursuant to Section 56.19 of the Administrative Code, any decision of the Board of Supervisors made pursuant to Chapter 56 shall be final. Any court action or proceeding to attack, review, set aside, void, or annul any final decision or determination by the Board shall be commenced within ninety (90) days after such decision or determination is final and effective. Any court action or proceeding to attack, review, set aside, void or annul any final decision by (i) the Planning Director made pursuant to Administrative Code Section 56.15(d)(3) or (ii) the Planning Commission pursuant to Administrative Code Section 56.17(e) shall be commenced within ninety (90) days after said decision is final.

13.12. Severability. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, or if any such term, provision, covenant, or condition does not become effective until the approval of any Non-City Responsible Agency, the remaining provisions of this Agreement shall continue in full force and effect unless enforcement of the remaining portions of the Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the purposes of this Agreement.

13.13. MacBride Principles. The City urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Developer acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

13.14. Tropical Hardwood and Virgin Redwood. The City urges companies not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code.

13.15. Sunshine. Developer understands and agrees that under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code section 6250 et seq.), this Agreement and any and all records, information,

and materials submitted to the City hereunder are public records subject to public disclosure. To the extent that Developer in good faith believes that any financial materials reasonably requested by the City constitutes a trade secret or confidential proprietary information protected from disclosure under the Sunshine Ordinance and other applicable laws, Developer shall mark any such materials as such, . When a City official or employee receives a request for information that has been so marked or designated, the City may request further evidence or explanation from Developer. If the City determines that the information does not constitute a trade secret or proprietary information protected from disclosure, the City shall notify Developer of that conclusion and that the information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

[Remainder of Page Intentionally Blank;

Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the day and year first above written.

CITY

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By:_____
John Rahaim
Director of Planning

Approved as to form:
Dennis J. Herrera, City Attorney

By:_____
Heidi J. Gewertz
Deputy City Attorney

Approved on _____
Board of Supervisors Ordinance No. ____

Approved:

By:_____
City Administrator

By:_____
Director of Public Works

By:_____
Joanne Hayes-White, SFFD Fire Chief

By:_____
Olson Lee, Director Mayor's Office of
Housing and Community Development

DEVELOPER

By:_____

Name:_____

Title:_____

By:_____

Name:_____

Title:_____

DRAFT FOR NEGOTIATION PURPOSES ONLY – SUBJECT TO CHANGE

CONSENT TO DEVELOPMENT AGREEMENT

San Francisco Municipal Transportation Agency

The Municipal Transportation Agency of the City and County of San Francisco ("**SFMTA**") has reviewed the Development Agreement between the City and VISITACION DEVELOPMENT, LLC, a California limited liability company (the "**Development Agreement**"), relating to the proposed Schlage Lock development project to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached and incorporated. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFMTA Consent, the undersigned confirms that the SFMTA Board of Directors, after considering at a duly noticed public hearing the Infrastructure Plan, the Transportation Plan, and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program contained or referenced therein, consented to the Development Agreement as it relates to matters under SFMTA jurisdiction, including the SFMTA Infrastructure and the transportation-related Mitigation Measures.

By executing this SFMTA Consent, the SFMTA does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA as set forth in Article VIIIA of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through
the SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: _____
Executive Director

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney
By: _____
Deputy City Attorney

San Francisco Public Utility Commission Resolution No. _____' Approved _____

[SFPUC Consent]

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco (the "**SFPUC**") has reviewed the Development Agreement between the City and VISITACION DEVELOPMENT, LLC, a California limited liability company (the "**Development Agreement**"), relating to the proposed Schlage Lock development project to which this Consent (this "**SFPUC Consent**") is attached and incorporated. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the Development Agreement.

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering the Development Agreement, the Schlage Lock Development Plan Documents, and utility-related Mitigation Measures at a duly noticed public hearing, consented to:

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including, but not limited to, the Stormwater Management Improvements and the SFPUC-related Mitigation Measures;

2. Subject to Developer satisfying the SFPUC's requirements for construction, operation, and maintenance that are consistent with the Existing Standards and Future Changes to Existing Standards permitted by Sections 2.2 and 2.3 of the Development Agreement, the Uniform Codes, the Agency Design Standards, and applicable State and federal law, and the plans and specifications approved by the SFPUC under the terms of the Development Agreement, and meeting the SFPUC-related Mitigation Measures, the SFPUC's accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure; and

3. Delegating to the SFPUC General Manager or his or her designee any future approvals of the SFPUC under the Development Agreement, including approvals of Development Phase Applications, subject to applicable law including the City's Charter.

By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit the exclusive authority of the SFPUC as set forth in Article XIIIB of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO,

a municipal corporation, acting by and through the SAN FRANCISCO PUBLIC UTILITY COMMISSION

By: _____

_____
HARLAN L. KELLY, JR.
General Manager

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

Exhibit A
Project Site Diagram



Exhibit B

Legal Description

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

PARCEL 1:

LOTS 3 AND 3-A, AS SAID LOTS ARE SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 2:

LOT 14, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID LAND OR THAT MAY BE PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLANT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED, HOWEVER, THE SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY, A CORPORATION OF THE STATE OF DELAWARE TO SCHLAGE LOCK CO., A CORPORATION, RECORDED MAY 19, 1961, IN BOOK A267 OF OFFICIAL RECORDS AT PAGE/IMAGE 734.

PARCEL 3:

PART OF LOTS 8 AND 9, VISITACION VALLEY HOMESTEAD ASSOCIATION, AS PER MAP THEREOF FILED SEPTEMBER 22, 1868, IN BOOK "C" AND "D" OF MAPS, PAGE 119, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE SOUTHEASTERLY CURVED LINE OF BAY SHORE BOULEVARD AND THE NORTHEASTERLY LINE OF SAID LOT 9; RUNNING THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY LINE OF BAY SHORE BOULEVARD 76.161 FEET TO A POINT WHICH IS PERPENDICULARLY DISTANT 200 FEET NORTHEASTERLY FROM THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE; THENCE SOUTHEASTERLY PARALLEL WITH SAID LINE OF SUNNYDALE AVENUE 270.088 FEET TO THE SOUTHEASTERLY LINE OF SAID LOT 8; THENCE AT A RIGHT ANGLE NORTHEASTERLY ALONG THE LAST MENTIONED LINE 76 FEET LINE OF SAID LOT 8; THENCE AT A RIGHT ANGLE N NORTHEASTERLY ALONG THE LAST MENTIONED LINE 76 FEET TO THE NORTHEASTERLY LINE OF LOTS 8 AND 9, A DISTANCE OF 265.236 FEET TO THE POINT OF BEGINNING.

PARCEL 4:

THOSE PORTIONS OF LOTS NOS. 8 AND 9 OF VISITACION VALLEY HOMESTEAD ASSOCIATION, ACCORDING TO MAP THEREOF FILED SEPTEMBER 22, 1868, IN MAP BOOK "C" AND "D", PAGE 119, IN THE OFFICE OF THE RECORDER OF THE CITY OF SAN FRANCISCO, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE AND THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE; RUNNING THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE 200 FEET; THENCE AT A RIGHT ANGLE SOUTHEASTERLY 272 FEET; THENCE AT A RIGHT ANGLE SOUTHWESTERLY 200 FEET TO THE NORTHEASTERLY LINE OF SUNNYDALE AVENUE; THENCE AT A RIGHT ANGLE NORTHWESTERLY ALONG LAST MENTIONED LINE 272 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, HOWEVER, THAT PORTION HERETOFORE CONVEYED BY DEED FROM W. WIGHTMAN NORTON, A SINGLE MAN; AND MAX SCHWARTZ AND PAULA C. SCHWARTZ, HIS WIFE, TO CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, DATED NOVEMBER 3, 1931, RECORDED DECEMBER 3, 1931, IN TRACT BOOK 189-74, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE, DISTANT THEREON 114.249 FEET NORTHEASTERLY FROM NORTHEASTERLY LINE OF SUNNYDALE AVENUE; RUNNING THENCE NORTHEASTERLY ALONG SAID SOUTHEASTERLY LINE 85.751 FEET TO THE SOUTHWESTERLY LINE OF THE PROPERTY CONVEYED TO A. PENZINER, BY DEED RECORDED IN BOOK 2044 PAGE 223, OFFICIAL RECORDS; THENCE AT A RIGHT ANGLE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF THE PROPERTY SO CONVEYED 1.912 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF A CURVE TO THE LEFT, TANGENT TO A LINE DEFLECTED 92° 32? 12" TOP THE RIGHT FROM THE PRECEDING COURSE, RADIUS 1937.50 FEET, CENTRAL ANGLE 2° 32? 12", A DISTANCE OF 85.779 FEET TO ITS POINT OF TANGENCY WITH THE SOUTHEASTERLY LINE OF SAN BRUNO AVENUE AND THE POINT OF BEGINNING.

BEING A PORTION OF LOT 9, VISITACION VALLEY HOMESTEAD ASSOCIATION, AS PER MAP THEREOF RECORDED IN MAP BOOK "C" AND "D", PAGE 119, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 5:

LOT 10, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 11, PAGE 23, FILED JUNE 26, 1979, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THE TITLE AND EXCLUSIVE RIGHT TO ALL OF THE MINERALS AND MINERAL ORES OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UPON, WITHIN OR UNDERLYING SAID PARCEL OF LAND OR THAT MAY PRODUCED THEREFROM, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL PETROLEUM, OIL, NATURAL GAS AND OTHER HYDROCARBON SUBSTANCES AND PRODUCTS DERIVED THEREFROM, TOGETHER WITH THE EXCLUSIVE AND PERPETUAL RIGHT OF SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, OF INGRESS AND EGRESS BENEATH THE SURFACE OF SAID LAND TO EXPLORE FOR, EXTRACT, MINE AND REMOVE THE SAME, AND TO MAKE SUCH USE OF THE SAID LAND BENEATH THE SURFACE AS IS NECESSARY OR USEFUL IN CONNECTION THEREWITH, WHICH USE MAY INCLUDE LATERAL OR SLAT DRILLING, BORING, DIGGING OR SINKING OF WELLS, SHAFTS OR TUNNELS, PROVIDED, HOWEVER, THAT SAID GRANTOR, ITS SUCCESSORS AND ASSIGNS, SHALL NOT USE THE SURFACE OF SAID LAND IN THE EXERCISE OF ANY OF SAID RIGHTS, AND SHALL NOT DISTURB THE SURFACE OF SAID LAND OR ANY IMPROVEMENTS THEREON AS RESERVED IN THE DEED FROM SOUTHERN PACIFIC COMPANY TO

SCHLAGE LOCK CO. RECORDED DECEMBER 27, 1963, SERIES NO. M-56686.BOOK/REEL A-695 AND IMAGE/PAGE 841.

PARCEL 6:

LOT 7, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM, THAT PORTION THEREOF LYING BELOW A DEPTH OF 500 FEET, MEASURED VERTICALLY, FROM THE CONTOUR OF THE SURFACE OF SAID PROPERTY; HOWEVER, GRANT OR ITS SUCCESSORS AND ASSIGNS SHALL NOT HAVE THE RIGHT FOR ANY PURPOSE WHATSOEVER TO ENTER UPON, INTO OR THROUGH THE SURFACE OF SAID PROPERTY OR ANY PART THEREOF LYING BETWEEN SAID SURFACE AND 500 FEET BELOW SAID SURFACE, AS RESERVED IN THE DEED FROM SOUTHERLY PACIFIC TRANSPORTATION COMPANY, A DELAWARE CORPORATION, TO PACIFIC LITHOGRAPH COMPANY, A CORPORATION, RECORDED SEPTEMBER 4, 1980, BOOK D-55, PAGE 527.

PARCEL 7:

LOT 6, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

PARCEL 8:

LOT 8, AS SAID LOT IS SHOWN ON THE MAP OF PARCEL MAP BOOK 16, PAGE 40, FILED JULY 16, 1980, IN THE OFFICE OF THE COUNTY RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA.

EXCEPTING THEREFROM THAT PORTION OF SAID LAND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THAT CERTAIN COURSE HAVING A LENGTH OF 596.75 FEET AS SHOWN IN THE EASTERLY LINE OF SAID LOT 8, DISTANT THEREON SOUTH 1° 16' 55" WEST 190.00 FEET FROM THE NORTHERLY TERMINUS OF SAID COURSE; THENCE CONTINUING ALONG SAID COURSE SOUTH 1° 16' 55" WEST 408.52 FEET TO THE SOUTHERLY TERMINUS OF SAID COURSE; THENCE LEAVING SAID COURSE, NORTH 28° 08' 04" WEST 70.13 FEET TO A POINT IN A LINE THAT IS CONCENTRIC WITH AND DISTANT 18 FEET EASTERLY, MEASURED RADIALLY FROM THE EXISTING CENTER LINE OF SOUTHERLY PACIFIC TRANSPORTATION COMPANY'S SPUR TRACK AND THE EXISTING CENTER LINE OF SOUTHERN PACIFIC TRANSPORTATION COMPANY'S WESTBOUND MAIN TRACK (SAN FRANCISCO-SAN LUIS OBISPO): THENCE ALONG SAID CONCENTRIC LINE AS FOLLOWS: NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 600.00 FEET, A CENTRAL ANGLE OF 18° 29' 24" (TANGENT TO SAID CURVE AT LAST MENTIONED POINT BEARS NORTH 13° 35' 41" WEST), AN ARC DISTANCE OF 193.63 FEET TO A POINT OF COMPOUND CURVE, AND NORTHERLY ON A CURVE TO THE RIGHT, HAVING A RADIUS OF 5,691.69 FEET, A CENTRAL ANGLE OF 1° 34' 15", AN ARC DISTANCE OF 156.05 FEET; THENCE LEAVING SAID CONCENTRIC LINE, SOUTH 88° 43' 05" EAST 41.39 FEET TO THE POINT OF BEGINNING.

PARCEL 9:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SUNNYDALE AVENUE, DISTANT THEREON 105 FEET AND 8 INCHES EASTERLY FROM THE EASTERLY LINE OF MILLKEN STREET; RUNNING THENCE EASTERLY ALONG THE SAID SOUTHERLY LINE OF SUNNYDALE AVENUE 138 FEET AND 8 INCHES; THENCE AT A RIGHT ANGLE SOUTHERLY 224 FEET AND 5 INCHES; THENCE AT A RIGHT ANGLE

WESTERLY 138 FEET AND 8 INCHES; AND THENCE AT A RIGHT ANGLE NORTHERLY 224 FEET AND 5 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAN MATEO COUNTY.

PARCEL 10:

BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SUNNYDALE AVENUE (FORMERLY TOBIN STREET), DISTANT THEREON 244 FEET 4 INCHES EASTERLY FROM THE EASTERLY LINE OF MILLIKEN STREET, RUNNING THENCE SOUTH 71-½° EAST ALONG THE SOUTHERLY LINE OF SUNNYDALE AVENUE 277 FEET 4 INCHES; THENCE SOUTH 18-½° WEST 224 FEET 5 INCHES; THENCE NORTH 71-½° WEST 277 FEET 4 INCHES; THENCE NORTH 18-½° EAST 224 FEET 5 INCHES TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THAT PORTION LYING WITHIN SAN MATEO COUNTY.

APN: Lot 003; Block 5087 (Affects: Lot 3 of Parcel 1)
Lot 003A; Block 5087 (Affects: Lot 3A of Parcel 1)
Lot 014; Block 5099 (Affects: Parcel 2)
Lot 002; Block 5100 (Affects: Parcel 3)
Lot 003; Block 5100 (Affects: Parcel 4)
Lot 010; Block 5100 (Affects: Parcel 5)
Lot 006; Block 5101 (Affects: Parcel 6)
Lot 007; Block 5101 (Affects: Parcel 7)
Lot 009; Block 5102 (Affects: Parcel 8)
Lot 001; Block 5107 (Affects: Parcels 9 and 10)

Exhibit C
List of Community Improvements

Each of the Community Improvements listed below is described in more detail in this Development Agreement and in the Visitacion Valley/Schlage Lock Design for Development, the Visitacion Valley/Schlage Lock Open Space and Street Masterplan, and the Infrastructure Plan attached to this Development Agreement as Exhibit L.

Public Improvements. The following constitute the Community Improvements that are classified as Public Improvements:

- Streets
- Sidewalks adjacent to streets and related furniture, fixtures, and equipment
- Street trees on any streets or sidewalks classified as Public Improvements
- Pedestrian safety improvements on any streets or sidewalks classified as Public Improvements
- Bicycle Improvements (lanes, way-finding, bicycle parking) on any streets or sidewalks classified as Public Improvements
- Utility infrastructure, as described in Exhibit L, Infrastructure Plan, and including all sewer and stormwater conveyance systems and any electrical systems not dedicated to a third-party power provider
- Any open spaces acquired by the City

Privately-Owned Community Improvements – Full Public Access: The following constitute the Community Improvements that are classified as Privately-Owned Community Improvements and will be fully accessible to the general public:

- Leland Park (Parcel D) (when acquired by the City, this open space would become a Public Improvement)
- Visitacion Park (Parcel A) (when acquired by the City, this open space would become a Public Improvement)
- Blanken Park (any portion located on the Project site)
- Pedestrian plazas, pathways, and rights of way between Parcels 1 and 2, between Parcels 7 and 8, between Parcels 11 and 12, and between Visitacion Park (Parcel A) and Parcel 9
- Bicycle improvements within any parks, plazas, pedestrian pathways, or other pedestrian rights of way classified as Privately-Owned Community Improvements

Privately-Owned Community Improvements – Partial Public Access: The following constitute the Community Improvements that are classified as Privately-Owned Community Improvements and will be partially accessible to the general public, as described below:

- Open space/plaza surrounding Historic Office Building – will be fully publicly accessible with the exception of outdoor space reserved for a tenant of the Historic Office Building (e.g. outdoor play area for a child care facility)

- Historic Office Building – level of public accessibility of any portion of the building's interior will be determined by the occupant; the portion of the building dedicated to a community use, which must be no less than 25% of the building, will be accessible to members of the public participating in events or receiving services in that community use portion of the building

- Pedestrian pathway between Parcels 3 and 4 – will be public accessible during daylight hours only; for security purposes, after dark the building owner may elect to make this pathway, as well as all bicycle and bicycle parking within it, accessible to building residents only

Transportation Demand Management (TDM) Program – The Project's Privately-Owned Community Improvements also include the TDM commitments made in Exhibit J, Visitacion Valley Schage Lock Transportation Demand Management Plan. As further described in Exhibit J, some parts of this TDM program may be utilized by the general public, while others will specifically target Schlage Lock's residents, workers, and/or visitors.

Exhibit D

REGULATIONS REGARDING ACCESS AND MAINTENANCE OF PRIVATELY-OWNED COMMUNITY IMPROVEMENTS

These Regulations Regarding Access and Maintenance of Privately-Owned Community Improvements ("**Regulations**") shall govern the use, maintenance and operation of those certain Privately-Owned Community Improvements that are designated as Full Public Access (each, a "**Full Public Access Improvement**" and collectively, the "**Full Public Access Improvements**"). The Full Public Access Improvements are the Parks (as defined in Section 5 of this Exhibit), and those sidewalks, bike paths, and pedestrian paths within the Project Site (as defined in the *Schlage Lock Design Standards and Guidelines*) not dedicated to the City.

1. Public Use. Developer or successor Master HOA shall offer the Full Public Access Improvements for the use, enjoyment and benefit of the public for open space and recreation purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events; *provided, however*, that Developer may use the Full Public Access Improvements for temporary construction staging related to adjacent development (during which time the subject Full Public Access Improvement shall not be used by the public) to the extent that such construction is in accordance with the Development Agreement, the Basic Approvals, and any Implementing Approvals.

2. No Discrimination. Developer shall not discriminate against, or segregate, any person, or group of persons, on account of race, color, religion, creed, national origin, gender, ancestry, sex, sexual orientation, age, disability, medical condition, marital status, or acquired immune deficiency syndrome, acquired or perceived, in the use, occupancy, tenure or enjoyment of the Full Public Access Improvements.

3. Maintenance Standard. The Full Public Access Improvements shall be operated, managed and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof.

4. Temporary Closure. Developer shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any or all of the Full Public Access Improvements to the public from time to time for one of the following two reasons. In each instance, such temporary closure shall continue for as long as Developer reasonably deems necessary to address the circumstances described below:

   a. Emergency. In the event of an emergency or danger to the public health or safety created from whatever cause (including flood, storm, fire, earthquake, explosion, accident, criminal activity, riot, civil disturbances, civil unrest or unlawful assembly), Developer may temporarily close the Full Public Access Improvements (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security and the protection of persons and property; or

b. Maintenance and Repairs. Developer may temporarily close the Full Pubic Access Improvements (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer, in its reasonable discretion, deems necessary or desirable to repair, maintain or operate the Full Public Access Repairs.

5. Operation of the Parks. Operation of the Parks (defined below) shall be subject to the additional requirements of this Paragraph. For the purposes of these Regulations, the "**Parks**" shall mean each of the following Full Public Access Improvements: [insert list here] Each of the Parks is described in more detail in the *Schlage Lock Design Standards + Guidelines*.

a. Hours of Operation. The Parks shall be open and accessible to the public for a minimum of seven (7) days per week during daylight hours, unless reduced hours are approved in writing by the City, otherwise expressly provided for in this Agreement (including, without limitation, Paragraphs 4 and 5(b) of these Regulations), or reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay or loiter in the Parks when the Parks are closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

b. Special Events. Developer shall have the right to close temporarily to the public all or portions a Park for a period of up to seventy-two (72) consecutive hours in connection with the use of the subject Park for a private special event such as a wedding, meeting, reception, seminar, lecture, concert, art display, exhibit, convention, parade, gathering or assembly (each, a "**Special Event**" and collectively, "**Special Events**"). Prior to closing any Park for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Park for a period of seventy-two (72) hours prior to the Special Event. Developer may require payment of a permit fee or other charge for use of the Parks for Special Events. Developer shall not schedule more than an average of two (2) Full Closure Special Events per Park per month throughout the year, if such Special Event requires closure of more than forty (40) percent the entire Park. Developer shall not schedule more than an average of five (5) Partial Closure Special Events per Park per month throughout the year, if such Partial Closure Special Event requires the closure of up to forty (40) percent of the area of the Park or less. In no event can any one Park be closed for Special Events for more than five (5) consecutive days or more than ten (10) days total in any given month.

c. Public Events. The public shall have the right to request the use of the Parks for privately- or publicly-sponsored special events, including meetings, receptions, seminars, lectures, concerts, art displays, exhibits, demonstrations, marches, conventions, parades, gatherings and

assemblies, that do not require the closure of the Parks to the public (collectively, "**Public Events**"). All Public Events must be approved in advance by Developer. Developer may require payment in the form of a permit fee or other charge for use of the Parks for Public Events, so long as the permit fee and/or use charge do not exceed the reasonable costs for administration, maintenance, security, liability and repairs associated with such event. Developer shall post via on the web a clear explanation of the application process and criteria for review and approval of such Public Events and send copies of such criteria and application forms to the Planning Director and the Director of the San Francisco Department of Recreation and Parks for the purpose of each Department publishing such criteria and application forms if they so choose.

d. Signs. Developer shall post signs at the major public entrances to the Parks, setting forth the applicable regulations imposed by these Regulations, hours of operation, and a telephone number to call regarding security, management or other inquiries.

6. Permissive Use. Developer may post at each entrance to the Full Public Access Improvements, or at intervals of not more than 200 feet along the boundary, signs reading substantially as follows: "Right to pass by permission, and subject to control, of owner: Section 1008, Civil Code." Notwithstanding the posting of any such sign, no use by the public nor any person of any portion of the Full Public Access Improvements for any purpose or period of time shall be construed, interpreted or deemed to create any rights or interests to or in the Full Public Access Improvements other than the rights and interests expressly granted in this Agreement. The right of the public or any Person to make any use whatsoever of the Full Public Access Improvements or any portion thereof is not meant to be an implied dedication for the benefit of, or to create any rights or interests in, any third parties. Developer expressly reserves the right to control the manner, extent and duration of any such use.

7. Arrest or Removal of Persons. Developer shall have the right (but not the obligation) to use lawful means to effect the arrest or removal of any person or persons who creates a public nuisance, who otherwise violates the applicable rules and regulations, or who commits any crime including, without limitation, infractions or misdemeanors in or around the Full Public Access Improvements.

8. Project Security During Periods of Non-Access. Developer shall have the right to block entrances to, to install and operate security devices, and to maintain security personnel in and around the Full Public Access Improvements to prevent the entry of persons or vehicles during the time periods when public access to the Full Public Access Improvements or any portion thereof is restricted or not permitted pursuant to this Agreement. Developer's proposal to install permanent architectural features that serve as security devices such as gates and fences shall be subject to Design Review Approval as detailed in the Development Agreement.

9. Removal of Obstructions. Developer shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object or thing left or deposited on the Full Public Access Improvements deemed to be an obstruction, interference or restriction of use of

the Full Public Access Improvements for the purposes set forth in this Agreement, including, but not limited to, personal belongings or equipment abandoned in the Full Public Access Improvements during hours when public access is not allowed pursuant to this Agreement.

10. Temporary Structures. No trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Full Public Access Improvements at any time, either temporarily or permanently; *provided, however*, that Developer may approve the use of temporary tents, booths and other structures in connection with Public Events or Special Events.

Exhibit E

Impact Fees and Exactions

Standard Fees

Fee	Authority
School Impact Fee	Cal. Educ. Code §17620(b) Cal. Gov. Code §65995(b)
Jobs-Housing Linkage Fee	S.F. Admin Code §§ 34.8, 38.3-1
Visitacion Valley Community Facilities and Infrastructure Fee	S.F. Plan. Code §420; Section 4.7 of this Development Agreement
Transportation Impact Development Fee	S.F. Plan. Code §411
Child Care Fee	S.F. Plan. Code §314.4(b)(4)
Wastewater Capacity Charge	Cal. Health & Safety Code §5471; SFPUC Resolution No. 07-0100 (Adopted June 12, 2007)
Water Capacity Charge	SFPUC Resolution No. 07-0099 (Adopted June 12, 2007

Project-Specific Fee

As described in Section 4.3 of this Development Agreement, the Schlage Lock development project (the "Project") will be subject to a transportation impact fee. As indicated in the *Standard Fees* section above, the Transportation Impact Development Fee ("TIDF") shall apply to all land uses covered in the TIDF fee schedule. In addition, the Project's residential development shall also be subject to a transportation impact fee of $5.53 per gross square foot[1]. Together, the TIDF fee and the additional residential fee shall constitute the Project's transportation obligation (the "Transportation Obligation". The proceeds from the Transportation Obligation will fund projects to improve transit service benefitting the local area surrounding the Project.

This fee schedule represents baseline fee amounts. Fees collected may be lower than those listed on this schedule, in consideration for in-kind transportation benefits provided by the Project, as described in Section 4.3 of this Development Agreement.

For each of the Project's buildings, the Transportation Obligation fee shall be paid prior to issuance of the first construction document. The fees will be collected by the Planning Department and deposited into the SFMTA's TIDF fund to be invested into specific public improvements.

The TIDF portion of the Transportation Obligation shall be subject to standard Citywide TIDF fee escalation. The Transportation Obligation for residential development shall not escalate.

[1] The fee rate is supported by the nexus study prepared for the City and County of San Francisco by Cambridge Systematics, Inc. in February, 2011, entitled "The San Francisco Transit Impact Development Fee Update." The fee rate is consistent with the Transportation Sustainability Fee program currently proposed as a replacement for the Transportation Impact Development Fee ("TIDF").

Exhibit F
Phasing Plan

A. Parcel Development

Each of the Project's eleven (11) development parcels may be developed either by Developer or its transferee, subject to the design controls in the Design for Development ("D4D"). The required order of parcel development is as follows:

1. Phase 1 will consist of Parcels 1 and 2, as well as up to two additional parcels of the Developer's choice (with Parcels 3 and 4 together and Parcels 5 and 6 together each counting as a single parcel for purposes of defining Phase 1). For Phase 1, Developer shall:
   (a) Submit the Phase Application within 18 months after the execution of the DA;
   (b) Submit to SFDPW the 95% construction drawings for all Public Benefits and Community Benefits requiring DPW permit review within 12 months of receiving Phase Application approval; and
   (c) Procure all required permits within 30 days of receiving all approvals required to obtain those permits.

2. All remaining parcels ("Subsequent Parcels") may be grouped into development phases ("Subsequent Phases") at Developer's election. No Subsequent Phase will be granted Phase Approval nor will any Subsequent Parcel be granted any building permits before (a) all of Phase 1's residential units have been granted Temporary Certificate of Occupancy and (b) the grocery store on Parcel 1 has either (i) begun operation or (ii) completed all core and shell construction and pulled all building permits for tenant improvements. If all residential units in Phase 1 have received TCO, Developer may seek to amend this grocery store obligation, subject to Planning Commission approval as defined in Section 3 of this Agreement. There are no outside dates before which the Subsequent Phases must commence or be completed, so long as all development is completed within the term of this Development Agreement.

B. Community Improvements, Public Improvements, and CEQA Mitigation Measures

Each improvement and mitigation measure listed in this Phasing Plan must be implemented in accordance with the guidelines set forth below. Detailed descriptions of each improvement or mitigation measures are available in the following documents as indicated: (i) Schlage Lock Design for Development ("D4D"); (ii) Schlage Lock Open Space and Streetscape Masterplan ("OSSMP"); (iii) Schlage Lock Environmental Impact Report ("EIR"); (iv) Schlage Lock Conceptual Infrastructure Plan ("CIP").

1. Transportation and Infrastructure

   a. New rights of way, including all of the water, combined sewer, and power infrastructure beneath them, must be constructed in tandem with, or in advance of, the

parcel(s) that those road/utility segments serve, regardless of how those parcels may be grouped into phases. For each of the road segments listed below, Developer must construct all applicable improvements described in the OSSMP, EIR, and CIP, in compliance with all applicable City laws, codes, and regulations in effect as of the date any application is submitted, including water and combined sewer system; power conveyance; road grading and surfacing; sidewalk construction, including the installation of furnishing and landscaping; stormwater management improvements; traffic and pedestrian signs and signals; traffic calming improvements; and the intersections connecting any two constructed segments. These improvements must be determined Complete (as such term is defined in the Development Agreement) and functionally connected to adjacent infrastructure systems before any buildings on the corresponding development parcels may receive any Temporary Certificates of Occupancy. The Developer is responsible for providing temporary infrastructure that is necessary to provide functional service to any phase of development prior to full build out. The City is not obligated to accept as complete or operate temporary infrastructure. The right of way segments and infrastructure improvements required for each parcel or set of parcels are listed in Table 1.

Table 1

Parcel(s)	Infrastructure and Right of Way Improvements to be Completed Before Corresponding Parcels May Receive First Certificates of Occupancy (See Attachment 1)
1 + 2	• Extension of Leland Ave ("Leland") • Extension of Visitacion Ave ("V-1" and "V-2) • Adjacent segment of Street A ("A-3") • "Pedestrian Pathway" between Parcel 1 and Parcel 2 • Pedestrian Network between Bayshore Boulevard and the Bayshore Caltrain station, as such term is defined in Section 7.5.1 as a pedestrian network, which will provide pedestrian connectivity between Bayshore Boulevard and the Bayshore Caltrain Station through a combination of permanent sidewalks and temporary pathways. • Adjacent Bayshore Boulevard sidewalk ("BB-2")
3 + 4	• Extension of Leland Ave ("Leland") • Extension of Raymond Ave ("Raymond") • Adjacent segment of Street A ("A-4") • "Pedestrian Pathway" between Parcel 3 and Parcel 4 • Adjacent Bayshore Boulevard sidewalk ("BB-3")

5 + 6	• Extension of Raymond Ave ("Raymond") • "Old Office Building Plaza" • Adjacent segment of Street A ("Parcel E") • Adjacent Bayshore Boulevard sidewalk ("BB-4")
7	• Adjacent segment of Visitacion Ave ("V-1") • Adjacent segment of Lane B ("B-2") • "Pedestrian Pathway" bounded by Parcel 7, Parcel 8, Lane B, and Bayshore Blvd • Adjacent Bayshore Boulevard sidewalk (portion of "BB-1" north of Pedestrian Pathway)
8	• Adjacent segment of Sunnydale Ave ("S-1") • Adjacent segment of Lane B ("B-2") • "Pedestrian Pathway" bounded by Parcel 7, Parcel 8, Lane B, and Bayshore Blvd • Adjacent Bayshore Boulevard sidewalk (portion of "BB-1" south of Pedestrian Pathway)
9	• Complete Sunnydale Ave extension ("S-1 and S-2") • Adjacent segment of Lane B ("B-1") • Adjacent segment of Lane A ("A-1") • "Pedestrian Pathway" bounded by Parcel 9, Visitacion Park, Lane A, and Lane B
10 + 11	• Adjacent segments of Lane A ("A-2" and "A-3") • Right of way segment at parcels' southern border ("Parcel F") • Either Leland Ave extension ("Leland"), Visitacion Ave extension ("V-1" and "V-2"), or Sunnydale Ave extension ("Sunnydale")
12	• Extension of Sunnydale Ave ("S-1" and "S-2") • Adjacent segment of Street A ("A-1") • Right of way segment at parcel's northern border ("Parcel F")

A (Visitacion Park)	• Extension of Visitacion Ave ("V-1" and "V-2") • Adjacent segment of Lane A ("A-2") • Adjacent segment of Lane B ("B-2") • "Pedestrian Pathway" at Visitacion Park's southern edge
D (Leland Park)	• Extension of Leland Ave ("Leland") • Adjacent segment of Lane A (portion of "A-4" south of Leland Park's northern boundary) • Adjacent segment of Bayshore Blvd sidewalk (portion of "BB-3" south of Leland Park's northern boundary)

b. The CEQA transportation mitigations must be delivered in accordance with the Mitigation Monitoring and Reporting Program ("MMRP") and any subsequent findings or amendments, as modified through this Development Agreement.

c. Transportation Demand Management Plan, Attachment J, includes timing requirements for certain improvements, programs, and milestones. The Project must meet or exceed these timing requirements.

2. **Parks**. The Project's parks must be completed as follows: either Leland Park or Central Park, along with all supporting rights of way and infrastructure as defined in Table 1, must be completed before the 600th housing unit may receive its First Certificate of Occupancy. The remaining park, along with all supporting rights of way and infrastructure as defined in Table 1, must be completed before the 975th housing unit can receive its First Certificate of Occupancy. Notwithstanding anything to the contrary above, Leland Park must be delivered before or concurrently with the development of Parcels 3 and 4, even if those parcels do not include the 600th or 975th housing unit. Planning Department and/or Recreation and Parks Department staff will review each park's design, as well as the design of supporting rights of way and infrastructure, as part of the Phase Approval process for the development phase that includes that park.

3. **Historic Preservation**. In conjunction with the Project's Phase 1 Public Improvements and Community Improvements, the Historic Office Building located at 2201 Bayshore Boulevard (Assessor Parcel Number 5087/003) shall be stabilized and secured and undergo minor exterior improvements as follows: This obligation shall include a mothballing program that provides temporary protection and vandalism and adheres to the following sets of guidelines from National Park Service Preservation Brief No. 31-Mothballing Historic Buildings: Documentation, Stabilization, and Mothballing. This mothballing program shall be undertaken by a qualified professional with demonstrated

experience in historic architecture and undertaken by contractors with demonstrated sensitivity to historic buildings. In addition, the Developer shall complete basic exterior improvements including landscaping, planting, and exterior painting. The Developer shall also implement security measures to protect the building from theft, vandalism, and trespassing and shall ensure that these security measures remain in effect until the Historic Office Building's full historic rehabilitation is complete, as described below.

The Historic Office Building must be fully rehabilitated, as described in Sections 3.6 of this Development Agreement, in conjunction with the development of Parcels 11 and 12. As described in the Project's certified EIR, Mitigation Measure 10.1, the Historic Office Building must be rehabilitated in accordance with Secretary of the Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings or the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. No development on Parcel 11 or Parcel 12 may receive First Certificates of Occupancy until the Historic Office Building has received all permits and begun construction. Once Parcels 11 and 12 receive First Certificates of Occupancy, no additional parcels may receive First Certificates of Occupancy until after the Historic Office Building receives First Certificates of Occupancy.

4. **Stormwater Management Improvements**. At all phases of development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC 's post-construction Stormwater management requirements and the Stormwater Design Guidelines. The Developer must complete the construction of the Stormwater Management Improvements required for each development phase prior receiving a temporary certificate of occupancy for that development phase. If a future park will include Stormwater Controls necessary for a particular phase of development or parcel to meet the stormwater management requirements of the SFPUC, that park must be developed in conjunction with that development phase and be complete prior to temporary certificate of occupancy for any project parcel within that phase.

Attachment 1

Location of Right of Way and Infrastructure Segments

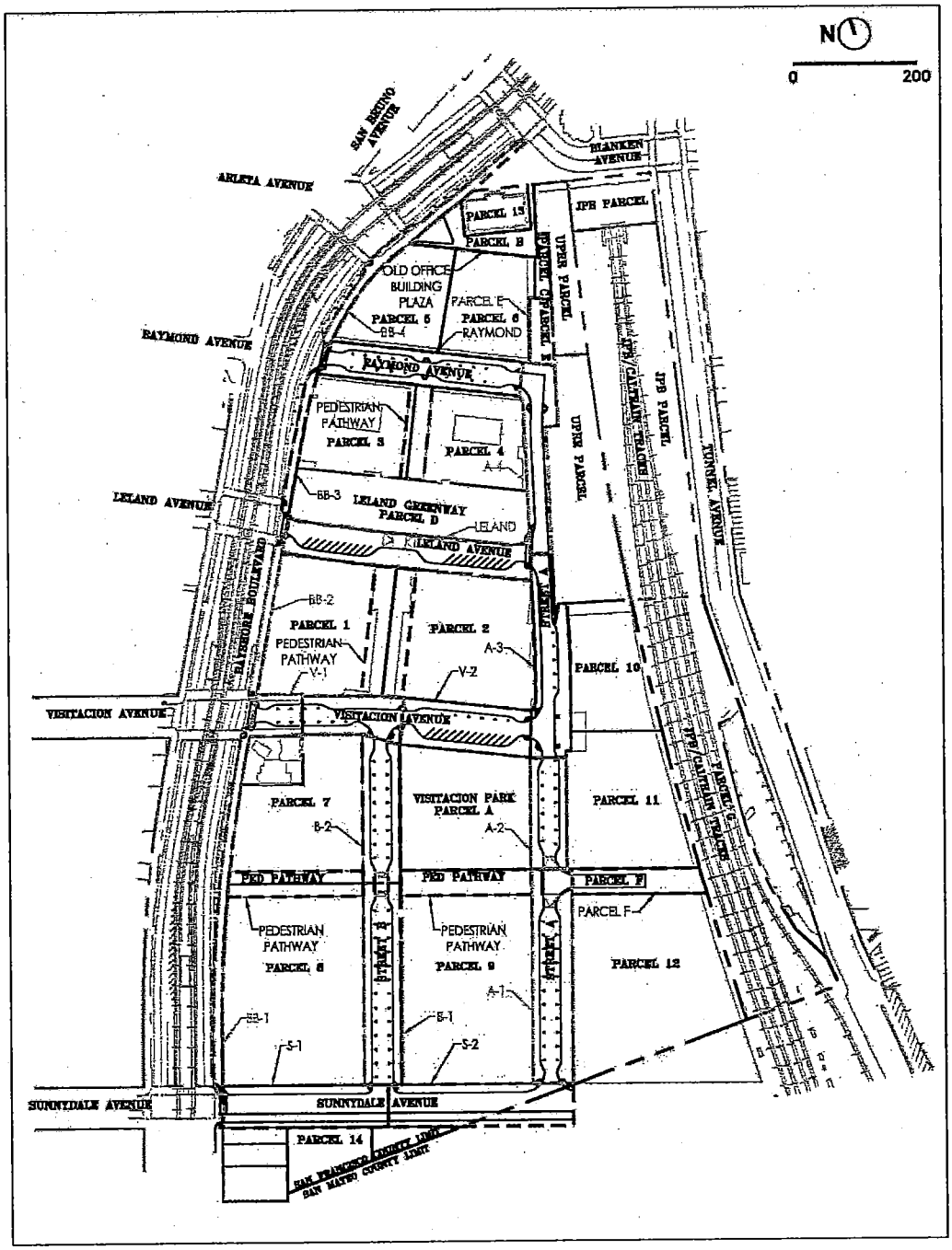


Exhibit G

Phase Application Checklist

The Developer will be required to submit a Phase Application for each phase of development, as described in Section 3.4.4. Each such Phase Application must include the following components at a minimum.

PHASE SUMMARY TABLE

Parcel	Assessor's Block Number	Blocks in the D4D (1, 2, 3, etc.)	Height/Bulk District	Proposed Heights	Housing Units	Parking: Residential and Commercial
1						
2						
3						
4						
5						

PROJECT DESCRIPTION

Project Type: e.g. New Construction

Present or Previous Use(s): e.g. PDR/Industrial

Proposed Use(s): e.g. Residential, Commercial, Retail, Open Space

Narrative: The narrative portion of each Phase Application shall, at a minimum, include the following:

"This application pertains to Phase [insert phase number] of the Schlage Lock Project (the "Project"). This application is submitted in accordance with the Project's Development Agreement, which requires the project sponsor to submit a Phase Application for approval by the Planning Department and affected City Agencies prior to the submittal of building permits for such phase of the Project. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the Development Agreement.

Phase [insert phase number] is comprised of parcel numbers [insert parcel numbers]. The parcels subject to Phase [insert phase number] are shown on the attached site plan diagram and further described by block number and area on page [insert page number] of this application. Phase [insert phase number] consists primarily of [insert brief description, e.g. residential and retail development]. In addition, as described in more detail below, Phase [insert phase number] will include a number of Community Improvements and CEQA Mitigation Measures, as required by the approved Schlage Lock Development Project Phasing Plan. Following is a description of the elements of Phase [insert phase number]."

Section 3.4.4. of the Development Agreement requires, at a minimum, a discussion of the elements below. The Phase Application should also include any other information the Planning Department deems necessary to review and approve the applications:

1. **Site Plan and Other Maps (Streets, etc.) as Needed.**

2. **Number of Residential Dwelling Units, Retail Square Footage, and Commercial Square Footage.**

3. **Affordable Housing:** Mode(s) of satisfying the phase's affordable housing obligations, number of below market rate (BMR) units to be created by the phase, cumulative BMR units created by the Schlage Lock project.

4. **Land to be Dedicated to the City and County of San Francisco, if any (Square Feet).**

5. **Community Improvements and Mitigation Measures included in Phase.**

6. **Proposed Infrastructure Improvements (as required by DPW and consistent with Infrastructure Plan).**

    a. Completion of Infrastructure Plan to Date

    b. Implementation of Infrastructure Plan Work to be Completed During Development Phase

    c. Right of way dedication

    d. Proposed water system

    e. Proposed sewer system

    f. Proposed storm drain system

    g. Proposed dry utilities

    h. Additional infrastructure systems, if any

7. **Sequencing of Private Development and Community Improvements.**

8. **Modifications to or Deviations from Development Phase Plan Documents.**

9. **Affidavit and Proof of Pre-Application Meeting.**

10. **Neighborhood Notification and Post-Application Meeting Materials.**

11. **Affidavit Confirming that Submission is Accurate and that Additional Submissions may be Required.** (Refer to Attachment I.)

Attachment I

APPLICANT'S AFFIDAVIT

STATE OF CALIFORNIA
CITY AND COUNTY OF SAN FRANCISCO

Under penalty of perjury the following declarations are made:

(a) The undersigned is the owner or authorized agent of the owner of this property.

(b) The information presented is true and correct to the best of my knowledge.

(c) I understand that other information or applications may be required.

Signed: _____
(Applicant)

Date: _____

Name (print):_____

Owner / Authorized Agent (circle one)

Exhibit H
Area of Private Maintenance and Operations Obligation Map

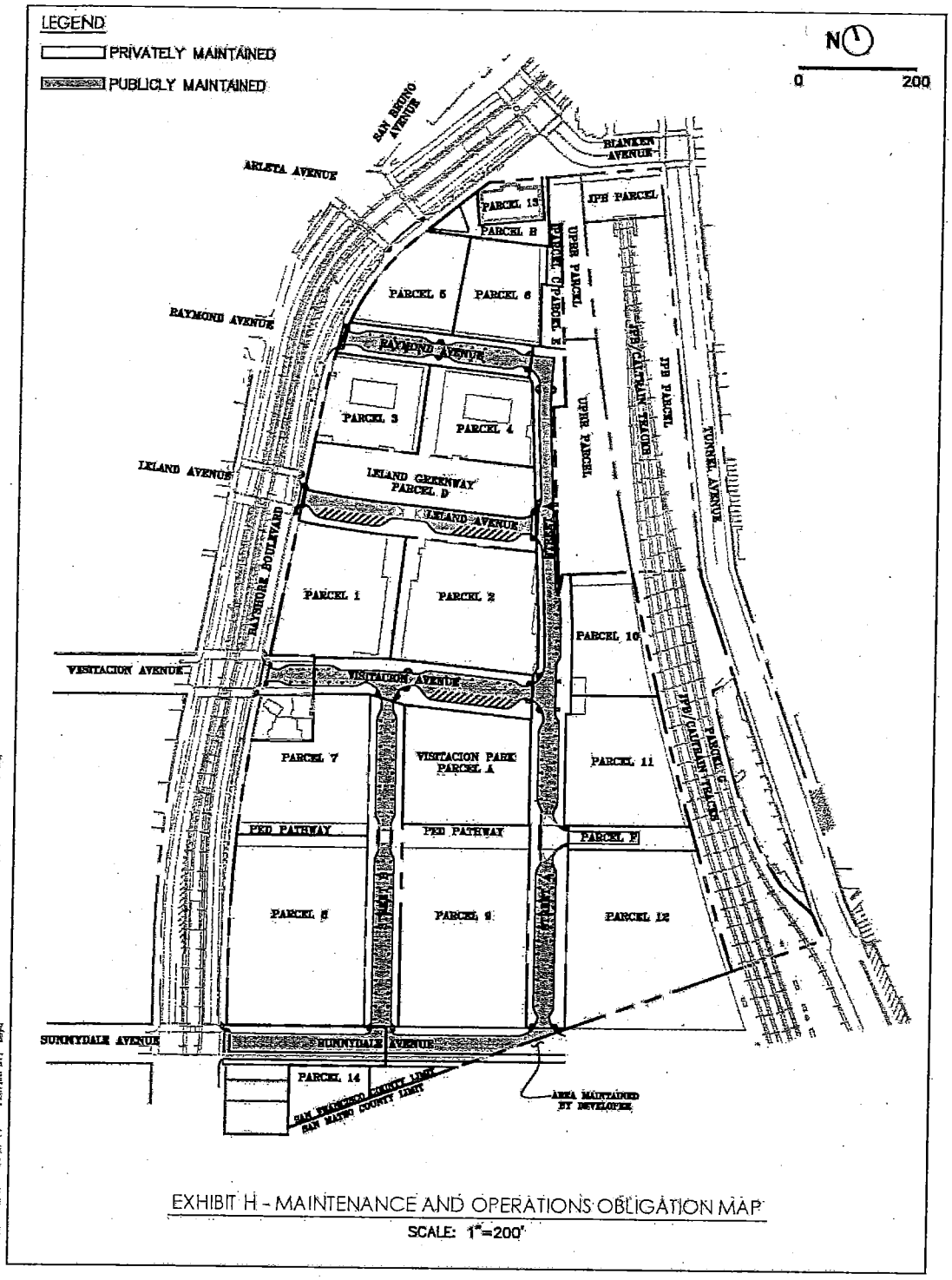


Exhibit I

Mitigation Measures and MMRP

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Transportation and Traffic				
Mitigation 8-1A: *Tunnel Avenue/Blanken Avenue:* Signalize intersection upon the following: LOS reaches LOS E or F, the intersection meets Caltrans signal warrants, and a traffic study by San Francisco Municipal Transportation Agency (SFMTA) finds that the signalization would not result in unacceptable interference with Bayshore Boulevard traffic and Muni operations. The Project impacts at this intersection would be reduced to *less than significant.*	SFMTA and project sponsor(s)	Once the mitigation measure is triggered as described, the measure must be constructed prior to the issuance of the certificate of occupancy for any building in the first development phase that includes Parcel 5 and/or Parcel 6 that, after completion, would cause the above-listed conditions to be met.	SFMTA	Biannual monitoring of intersection operations beginning at the first development phase that includes Parcel 5 and/or Parcel 6. SFMTA to carry out feasibility study. If feasible, SFMTA to design and install traffic signal.
Mitigation 8-1B: Intersection Operation. *Bayshore Boulevard/Leland Avenue southbound left-turn:* Eliminate the proposed left-turn from southbound Bayshore Boulevard into Zone 1 at Leland Avenue. Implementation of this measure would eliminate the identified potential significant impacts at this intersection to traffic, transit and bicycle conditions (i.e., would reduce Project impact at this location to a *less-than-significant level*). However, removal of this left-turn location would have a significant secondary impact, forcing Project vehicular traffic to utilize the left-turn locations at Visitacion and Sunnydale Avenues, which would exacerbate anticipated queuing impacts at these two remaining left-turn locations.	SFMTA	Prior to Phase 1 Phase Approval	SFMTA	Confirm establishment as part of infrastructure plans in Phase 1 approval
Mitigation 8-1C: Transportation Management Plan. *Implement a Transportation Management Plan for Zone 1.* To reduce the amount of auto use and auto ownership rates, and thereby reduce the traffic impacts of Zone 1 development, future applicants for developments in Zone 1 shall prepare, fund, and implement project-specific Transportation Management Plans (TMP). The TMPs could include the	Project Sponsor(s)	Development Agreement has been revised to incorporate this measure.	SFMTA	Developer to submit periodic status reports to the SFMTA for review.

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
following elements: ▪ Identification of a transportation coordinator, ▪ Establishment of a resident website, ▪ Carpool match services, ▪ Carshare hubs, ▪ Real-time transit information, ▪ Reduced fee transit pass program, ▪ Parking supply reductions, ▪ Unbundled parking supply, and/or ▪ Metered/paid parking. Also see similar measures in *Mitigation 9-2* (chapter 9, Air Quality) of this EIR. After the first phase of Zone 1 development of 450 residential units, the Project will conduct a follow-up analysis of the Bayshore Boulevard corridor and the Tunnel/Blanken intersection. This analysis will revisit the status of neighboring projects, account for any shifts in travel patterns, mode share, and transit service (as described in subsection 8.2.4) within the Project Area, and reconsider the range of mitigations available for travel on Bayshore Boulevard, Tunnel Avenue, Blanken Avenue, and affected intersections--including revised signal phasing, pedestrian improvements, and/or traffic calming measures. This future study may provide opportunities to revise TMP elements and explore additional mitigation options based on revised information regarding Cumulative conditions. This study shall also study pedestrian volumes in Zone 1 and along Bayshore Boulevard. While implementation of this measure would reduce impacts on the adjacent intersections and roadways to an unspecified but limited degree, the Project impacts would still remain *significant and unavoidable.*				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 8-4: 2025 Cumulative Impacts on Intersection Operation. *Bayshore Boulevard/Tunnel Avenue:* Modify signal timing by shifting one second from the southbound left-turn movement to the northbound/southbound through movements. Prior to implementation of this mitigation measure, assess transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect MUNI transit operations, signal progressions, pedestrian minimum green time requirements, and programming limitations of signals. *Implementation of this mitigation would still result in a cumulative effect that is significant and unavoidable for weekday AM/PM peak hours.* *Alana Way/Beatty Avenue:* Signalize the intersection, restripe the southbound Alana Way approach to create exclusive left- through and right turn approach to create exclusive left-, through and right-turn lanes; and restripe the eastbound Beatty Avenue approach to create two lanes. If this intersection is reconfigured as part of the Brisbane Baylands the developer will pay an in lieu fee for other transportation improvements. *Implementation of this mitigation would still result in a cumulative effect that is significant and unavoidable for weekday AM/PM peak hours.*	SFMTA and individual project sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development.	SFMTA and individual project sponsor(s)	Upon incorporation of measures in Phase 2 Phase Application submitted to Planning Department.
Mitigation 8-6: 2025 Cumulative Impacts on Freeway On-Ramp Operation. These projected 2025 cumulative freeway on-ramp operating condition impacts are anticipated to be resolved by the construction of the proposed new ramps at Geneva Avenue, a planned regional transportation improvement measure. Project fair contribution to these improvements to these planned improvements would be required. Currently there are no interjurisidiction formulated improvement projects or associated funding programs for the affected freeway segments towards which the Project Developer could be required to make a fair share contribution. The ongoing Bi-County Transportation Study is currently investigating inter-regional cumulative transportation network improvement needs and priorities, and is intended to identify an associated interjurisdictional fair share calculation procedure. The Planning Department will continue to participate in the current Bi-County Transportation Planning Study, and will continue to advocate and participate in similar interjurisdictional study, planning and fair share funding efforts. Project fair-share contribution to the planned regional improvements would reduce the anticipated 2025 cumulative freeway on-ramp impacts to a *less-than-significant level.*	Project sponsor(s), Planning Department, Interagency Plan Implementation Committee	The project's Bi-County contribution will be met through impact fees, paid by individual project sponsors, collected by the Planning Department, and allocated by the City's Interagency Plan Implementation Committee. Prior to issuance of building permits for each building.	Planning Department	At building permit issuance by Department of Building Inspection.

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 8-7: 2025 Cumulative Impacts on Intersection Operation with Planned Regional Roadway Improvements. To mitigate 2025 cumulative unacceptable operating conditions (LOS E or F) implement *Mitigation 8-1* plus the following additional measures: • *Bayshore Boulevard/Leland Avenue:* Modify signal timing by shifting 6 seconds from the northbound/southbound left-turn movements to the through movements. Implementation of this mitigation could potentially impact transit operations, this 2025 cumulative intersection impact is considered to be ***significant and unavoidable.***	SFMTA and individual project sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	Upon incorporation of measures in Phase 1 Phase Application submitted to Planning Department.
• *Tunnel Avenue/Blanken Avenue:* Signalize intersection upon the following: LOS reaches LOS E or F, the intersection meets Caltrans signal warrants, and a traffic study by SFMTA finds that the signalization would not result in unacceptable interference with Bayshore Boulevard traffic and Muni operations. It would be possible to modify this intersection from an all-way stop to a signalized intersection under the 2025 Cumulative condition. Implementation of this mitigation would reduce measure would reduce this impact to a ***less-than significant*** level.	SFMTA and project sponsor(s)	See Mitigation 8-1A above	See Mitigation 8-1A above	See Mitigation 8-1A above
Mitigation 8-9: The addition of Project-related transit trips would not result in a significant impact to transit capacity (existing transit services currently have capacity to accommodate the new trips). As a result, no transit service capacity mitigation measures would be required. However, the new vehicle-trips generated by the Project would result in long delays at several Bayshore Boulevard intersections, as indicated above under Impacts 8-1 and 8-4. Related intersection improvement and left-turn pocket extension measures have been identified under Mitigations 8-1 and 8-4 to mitigate these traffic impacts. Because these measures would not fully mitigate the associated traffic impacts, and could result in additional impacts associated with the relocation of a Muni bus stop, this Project-related local transit service delay impact would be considered ***significant and unavoidable.***	See Mitigations 8-1 and 8-4, above	See Mitigations 8-1 and 8-4, above	See Mitigations 8-1 and 8-4, above	See Mitigations 8-1 and 8-4, above
Implementation of *Mitigation 8-1C (Transportation Management Plan)* would help decrease the number of vehicle trips generated by the Project and reduce the magnitude of the Project's impact on transit operations at these	SFMTA and individual project sponsor(s)	Development Agreement has been revised to incorporate this measure.	SFMTA	Developer to submit periodic status reports to the

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
locations, but not to a less-than-significant level. In addition, to encourage additional transit riders (thereby further reducing the amount of vehicular activity), the Project could implement the following measures: ▪ Consistent with the Design for Development, implement building design features that promote the primary access to new Project Area buildings from transit stops and pedestrian areas, and discourage the location of primary access points to new Project Area buildings through parking lots and other auto-oriented entryways. ▪ Implement recommendations of the *San Francisco Better Streets Plan* in the Project Area, which are designed to make the pedestrian environment safer and more comfortable for pedestrians, including traffic calming strategies, sidewalk corner bulbs, and other features. Provide transit amenities at key light rail and bus stops in the Project Area, including "Next Bus" passenger information, accurate and usable passenger information and maps, and adequate light, shelter, and sitting areas.				SFMTA for review.
Mitigation 8-10: Impacts on Bicycle Conditions. To mitigate this potential impact to the Bayshore Boulevard bicycle lane, do not provide the proposed new southbound left-turn into Zone 1 at Leland Avenue. To mitigate additional bicycle impacts establish an internal connection from Zone 1 to the east side of Bayshore Boulevard/Geneva intersection. This mitigation would reduce the Project's impact on bicycle conditions to *a less-than-significant* level.	SFMTA and individual project sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the final phase of development	SFMTA, Planning Department	Confirm this has been included in final phase application plans.
Air Quality				
Mitigation 9-1B: For all ***remediation, grading, or construction*** activity in the Project Area, require implementation of the following dust control measures by construction (also remediation) contractors, where applicable: ▪ Water all active remediation and construction areas at least twice daily, or as needed to prevent visible dust plumes from blowing off-	Project Sponsor(s) and project contractor(s) of each subsequent development project	Continuous throughout demolition activity	DBI, BAAQMD, Planning	Continuous throughout demolition activity

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
site. ▪ Cover all trucks hauling soil, sand, and other loose materials. ▪ Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites. ▪ Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites. ▪ Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets. ▪ Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more). ▪ Limit the area subject to excavation, grading, and other construction activity at any one time. The above measures may be revised or supplemented over time by new BAAQMD regulations. Implementation of these measures would reduce the impacts to a ***less-than-significant level.***				
Mitigation 9-1C: The following are measures to control emissions by diesel-powered construction (including remediation and demolition) equipment used by contractors, where applicable: ▪ Ensure that emissions from all on-site, diesel-powered construction equipment do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired or replaced immediately. ▪ The contractor shall install temporary electrical service whenever possible to avoid the need for independently powered equipment (e.g., compressors). ▪ Diesel equipment standing idle for more than three minutes shall be turned off. This would include trucks waiting to deliver or receive soil, aggregate or other bulk materials. Rotating drum concrete trucks could keep their engines running continuously as long as they were on-site and away from residences. ▪ Properly tune and maintain equipment for low emissions. ▪ Use late model heavy-duty diesel-powered equipment at each construction site to the extent that the equipment is readily available in the San Francisco Bay Area.	Project Sponsor(s) and project contractor(s) of each subsequent development project	During construction activity requiring diesel-powered equipment	DBI, BAAQMD, Planning	During construction activity requiring diesel-powered equipment

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
▪ Use diesel-powered equipment that has been retrofitted with after-treatment products (e.g., engine catalysts) to the extent that it is readily available in the San Francisco Bay Area. ▪ Replant vegetation in disturbed areas as quickly as possible. ▪ Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site. ▪ Install wind breaks, or plant trees/vegetation wind breaks at windward side(s) of construction sites. ▪ Suspend excavation and grading where winds (instantaneous gusts) exceed 25 miles per hour. ▪ Use low-emission diesel fuel and/or biodiesel for all heavy-duty diesel-powered equipment operating and refueling at each construction site to the extent that the fuel is readily available and cost effective in the San Francisco Bay Area (this does not apply to diesel-powered trucks traveling to and from the site). Utilize alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) to the extent that the equipment is readily available and cost-effective in the San Francisco Bay Area.				
Mitigation 9-2: Apply the following emissions control strategies where applicable to Project-facilitated discretionary mixed use, residential, commercial, and cultural development activities within the Project Area in order to reduce overall emissions from traffic and area sources. *Transportation Emissions* ▪ New or modified roadways should include bicycle lanes where reasonable and feasible. ▪ Provide transit information kiosks. ▪ Where practical, employment-intensive development proposals (e.g., retail) shall include measures to encourage use of public transit, ridesharing, van pooling, use of bicycles, and walking, as well as to minimize single passenger motor vehicle use. ▪ Develop parking enforcement and fee strategies that encourage alternative modes of transportation. ▪ Parking lots or facilities should provide preferential parking for electric or alternatively fueled vehicles. ▪ Implement and enforce truck idling restrictions of three minutes.	Project Sponsor(s)	Continuous throughout demolition activity	Planning Department, BAAQMD, MTA	Upon completion of demolition activity

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
▪ Require large commercial land uses (e.g., 10,000 square feet or 25 employees) that would generate home-to-work commute trips to implement Transportation Demand Management (TDM) programs. Components of these programs should include the following (also see similar measures in *Mitigation 8-1C* [chapter 8, Transportation and Circulation] of this EIR): - a carpool/vanpool program, e.g., carpool ride-matching for employees, assistance with vanpool formation, provision of vanpool vehicles, etc.; - a transit use incentive program for employees, such as on-site distribution of passes and/or subsidized transit passes for local transit systems; - a guaranteed ride home program; and/or - a parking cash-out program for employees (where non-driving employees receive transportation allowance equivalent to the value of subsidized parking). *Building Emissions:* ▪ Require energy efficient building designs that exceed State Title 24 building code requirements. ▪ Discourage use of gasoline-powered landscape equipment, especially two-stroke engines and motors (which burn and leak oil), for public park maintenance. ▪ Allow only low-emitting fireplaces for residential uses, such as those that burn only natural gas (standard City requirement for multi-family residences). The above measures may be revised or supplemented over time by new BAAQMD regulations. Implementation of these measures would reduce the remediation-, demolition-, and construction-related air quality impacts of diesel-powered equipment to a ***less-than-significant level.***				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Cultural and Historical Resources				
Mitigation 10-1: Destruction or Degradation of Historical Resources. The following mitigation measures should be considered if proposed changes to a historical resource are not in accordance with the Secretary of the Interior's standards. *a) Documentation.* In consultation with a Planning Department Preservation Technical Specialist, the individual project applicant shall have documentation of the affected historical resource and its setting prepared. Generally, this documentation shall be in accordance with one of three documentation levels associated with the Historic American Building Survey (HABS) or Historic American Engineering Record (HAER). The Specialist, possibly in consultation with the National Park Service Regional Office, can decide the most appropriate form of documentation, depending on the significance of the affected resource. The three possible documentation level protocols are described under this mitigation in chapter 10 of this EIR. The agreed-upon documentation shall be filed with the San Francisco History Center at the Main Library, as well as with other local libraries and historical societies, as appropriate.	Project Applicant	Initiate before any demolition	Planning Department	Initiate before any demolition
(b) Oral Histories. The individual project applicant shall undertake an oral history project that includes interviews of several long-time residents of Visitacion Valley and former employees of the Schlage Lock Factory. This program shall be conducted by a professional historian in conformance with the Oral History Association's *Principles and Standards* (http://alpha.dickinson.edu/oha/pub_eg.html). In addition to transcripts of the interviews, the oral history project shall include a narrative project summary report containing an introduction to the project, a methodology description, and brief summaries of each conducted interview. Copies of the completed oral history project shall be submitted to the San Francisco History Room of the Main Library.	Project Applicant	Initiate before approval of any demolition permit and ongoing after demolition	Planning Department	Initiate before demolition and ongoing after demolition

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
(c) Relocation. Study the feasibility of reacting historical resources aster nearby site appropriate to its historic setting and general environment. A moved building or structure that is otherwise eligible may be listed in the California Register if it was moved to prevent its demolition at its former location and if the new location is compatible with the original character and use of the historical resource. After relocation, the building's preservation, rehabilitation, and restoration, as appropriate, shall follow the Secretary of the Interior's standards to ensure that the building retains its integrity and historical significance.	Project Applicant	Before approval of any demolition permit for applicable building	Planning Department	Initiate before demolition and ongoing after demolition
(d) Salvage. If the affected historical resource can neither be preserved at its current site nor moved to an alternative site and is to be demolished, the individual project applicant shall consult with a San Francisco Planning Department Preservation Technical Specialist and other local historical societies regarding salvage of materials from the affected historic resource for public information or reuse in other locations. Demolition may proceed only after any significant historic features or materials have been identified and their removal completed.	Project Applicant	Before approval of any demolition permit for applicable building	Planning Department	Initiate before demolition and ongoing after demolition
(e) Commemoration. If the affected historical resource can neither be preserved at its current site nor moved to an alternative site and is to be demolished, the individual project applicant shall, with the assistance of a Planning Department Preservation Technical Specialist or other professionals experienced in creating historical exhibits, incorporate a display featuring historic photos of the affected resource and a description of its historical significance into the publicly accessible portion of any subsequent development on the site. In addition, the factory machinery in Schlage Plants 1 and 2 should be cleaned and moved to a public space (such as a park or plaza on-site) for public viewing.	Project Applicant	Condition for demolition permit for applicable building; ongoing implementation as required by measure	Planning Department	Initiate before demolition and ongoing after demolition
(f) Contribution to a Historic Preservation Fund. If an affected historical resource can neither be reserved at its current site nor moved to an alternative site and is demolished, the project applicant may be eligible to mitigate project- related impacts by contributing funds to the City to be applied to future historic preservation activities, including survey work, research and evaluation, and rehabilitation of historical resources within Visitacion Valley in accordance with the Secretary's Standards.	Project Applicant	Ongoing implementation as required by measure	Planning Department	Initiate before demolition and ongoing after demolition

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Contribution to the preservation fund would be made only after the documentation, oral history, salvage, and commemoration mitigations specified above had been completed. The details of such an arrangement would be formulated on a case-by-case basis, and could also include in-kind implementation of historic resource preservation. As part of any such arrangement, the project applicant shall clearly demonstrate the economic infeasibility of other mitigation measures that would mitigate impacts to historical resources, including preservation, relocation, and project modification. While implementation of these measures would reduce impacts on historical resources, the impact would remain *significant and unavoidable.*				
Mitigation 10-2: Disturbance of Known Archaeological Resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archeology. The archaeological consultant shall consult with the Environmental Planning archaeologist at the San Francisco Planning Department to determine project locations and activities that may affect archaeological deposits/features associated with known archaeological resource sites. Project activities determined to potentially affect these resources shall be subject to an archaeological testing program (ATP) as specified under this mitigation heading in chapter 10 of this EIR. In addition, the consultant shall be available to conduct an archaeological monitoring program (AMP) and/or archaeological data recovery program (ADRP) and, if necessary, a human remains treatment program and final archaeological resources report (FARR) as specific under this mitigation heading in Chapter 10 of this EIR. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the City's Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, shall be considered draft reports, subject to revision until final approval by the ERO. Archaeological monitoring and/or data recovery	Project Sponsor(s), Project Archaeologist	Prior to preparation of the ATP &project soils disturbance (including demolition and excavation)	ERO	Sufficiently in advance of project for preparation &ERO review & approval of ATP

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less-than-significant level potential effects on a significant archaeological resource as defined in CEQA.				
Archaeological Testing Program. The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP). An archaeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archaeological resource(s) that potentially could be adversely affected by the project, the testing method to be used, and the locations recommended for testing. The purpose of the archaeological testing program will be to determine to the extent possible the presence or absence of archaeological resources to identify and to evaluate whether any archaeological resource encountered on the site constitutes a historical resource under CEQA.	Project Archaeologist	Prior to preparation of the ATP &project soils disturbance (including demolition and excavation). NAHC and Native American consultation prior to preparation of the ATP	ERO	Sufficiently in advance of project for preparation & ERO review & approval of ATP
At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present the ERO in consultation with archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include notification of designated members of the community as appropriate, archaeological data recovery program.	Project Archaeologist	Following completion of archaeological testing	ERO	Prior to project construction demolition and remediation
If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the project, at the discretion of the project sponsor either: A. The project shall be re-designed so as to avoid any adverse effect on the significant archaeological resource; or	Project Archaeologist	Determination as data recovery requirement	ERO	Prior to project Construction, demolition and remediation and archaeological data recovery

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
B. A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.				
Archaeological Monitoring Program (AMP). If the ERO in consultation with the archaeological consultant determines that an archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions:	ERO, Project Archaeologist	Determination of activities to be archaeologically monitored	ERO, Project Archaeologist	Prior to project construction, demolition, remediation and archaeological data recovery
▪ The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archaeological consultant shall determine what project activities shall be archaeological monitored. In most cases, any soils disturbing activities, such as demolition, foundation removal, excavation, grading, utilities and installation, foundation work, driving of piles (foundation, shoring etc.), site remediation, etc., shall require archaeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context.				
▪ The archaeological consultant shall advise all project contractors to be on alert for evidence of the presence of the expected resources(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archaeological resource.				
▪ The archaeological monitors shall be present on the project site according to a schedule agreed upon by the archaeological consultant and the ERO until the ERO has, in consultation with project archaeological consultant determined that project construction activities could have no effects on significant depositions.	Project Archaeologist	During project soils disturbing activities	Project archaeologist	During project soil disturbing activities
▪ The archaeological monitor shall record and be authorized to collect soil samples and arti-factual/ecofactual material as warranted for analysis.				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
▪ If an intact archaeological deposit is encountered, all soils disturbing activities in the vicinity of the deposit shall cease. The archaeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation shoring, etc.), the archaeological monitor has cause to believe that the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archaeological consultant shall immediately notify the ERO of the encountered archaeological deposit. The archaeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological deposit, and present the finding of this assessment to the ERO.	Project Archaeologist	On discovery of potentially CEQA significant archaeological deposit	Planning Department	During project demolition, excavation, construction, remediation activities
Whether or not significant archaeological resources are encountered, the archaeological consultant shall submit a written report of the Finding of the monitoring program to the ERO.	Project Archaeologist, ERO	On completion of archaeological data recovery	Planning Department	Upon completion of archaeological monitoring program
Archaeological Data Recovery Program (ARDP). The archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan (ARDP). The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ARDP prior to preparation of a draft ARDP. The archaeological consultant shall submit a draft ARDP to the ERO. The ARDP shall identify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ARDP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general should be limited to the portions of the historical property that could be adversely affected by the project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if nondestructive methods are practical. The scope of the ADRP shall include the following elements:	Project Archaeologist, ERO	Prior to Archaeological data recovery	ERO	Prior to archaeological data recovery

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
• *Field Methods and Procedures.* Descriptions of proposed field strategies, procedures, and operations. • *Cataloguing and Laboratory Analysis,* Description of selected cataloguing system and artifact analysis procedures. • *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies. • *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and nonintentionally damaging activities. • *Final Report.* Description of proposed report format and distribution of results. • *Curation.* Description of the procedures and recommendations for die curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities				
<u>*Human Remains, Associated or Unassociated Funerary Objects.*</u> The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal Laws, including immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code Sec. 5097.98). The archeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines. Sec. 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects.	Project Archaeologist, ERO in consultation with the Coroner of the City and County of San Francisco, Native American Heritage Commission, and Most Likely	Upon identification of human remains	ERO	On discovery of human remains
Final Archeological Resources Report. The archeological consultant shall	Project			

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the draft final report. Copies of the Draft FARR shall be sent to the ERO for review and approval.	Archaeologist	Upon completion of FARR	ERO	Upon completion of Draft FARR
Once approved by the ERO copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. Copies of the FARR shall be sent to the Department. The Environmental Planning division of the Planning Department shall receive three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above. Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above. Implementation of the measures listed above would reduce this impact to a *less-than-significant level.*	Project Archaeologist	Submittal of approved FARR and site records to NWIC	ERO	Completion of archaeological field, analysis, interpretation, recordation program
Mitigation 10-3: Disturbance of Unknown Archaeological Resources. The project applicant shall consult with the Environmental Planning archaeologist at the San Francisco Planning Department prior to any development activity on the Schlage Lock site (i.e., Zone 1) and, at the direction of the Planning Department, shall undertake the following measures to avoid any potentially significant adverse impact on possible buried or submerged cultural resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archaeology. The archaeological consultant shall undertake	Project Sponsor(s)	Prior to demolition and grading permits; ongoing implementation as required by measure	Planning Department	Required prior to demolition as part of Project level plan review; ongoing monitoring and consultation as required by measure

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
an archaeological monitoring program (AMP), and if triggered by the AMP, an archaeological data recovery program (ADRP), human remains treatment program, and/or final archaeological resources report (FARR), as specified under this mitigation heading in chapter 10 of this EIR and detailed in Mitigation 10-2. The archaeological consultants work shall be conducted in accordance with this measure at the direction of the City's Environmental Review Officer (ERO). Implementation of this measure would reduce the impact to a *less-than-significant level.*				
Mitigation 10-4: Accidental Discovery. For individual development projects in Zone 2, the project applicant shall consult with the Environmental Planning archaeologist at the San Francisco Planning Department prior to any development activity and, at the direction of the Planning Department, shall undertake the following measures to avoid any potentially significant adverse impact on possible buried or submerged cultural resources. The project sponsor shall distribute the San Francisco Planning Department archaeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc., firms); and utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel including, machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the City's Environmental Review Officer (ERO) with assigned affidavit from the responsible parties (prime contractor, subcontractors, and utilities firm) to the ERO confirming that all field personnel have received copies of the "ALERT" Sheet. Should any indication of an archaeological resource be encountered during any soils disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should	Project Sponsor(s)	Prior to grading and demolition permits; ongoing implementation as required by measure	Planning Department	Ongoing implementation as required by measure

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
be undertaken. Notification shall also include designated members of the community as appropriate. If the ERO determines that an archaeological resource may be present within the project site, the project sponsor shall retain the services of a qualified archaeological consultant. The archaeological consultant shall advise the ERO as to whether the discovery is an archaeological resource, retains sufficient integrity, and is of potential scientific/historical/ cultural significance. If an archaeological resource is present, the archaeological consultant shall identify and evaluate the archaeological resource. The archaeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor. Measures might include: preservation in situ (in place) of the archaeological resource; an archaeological monitoring program; or an archaeological testing program. If an archaeological monitoring program or archaeological testing program is required, it shall be consistent with the City's Environmental Planning (EP, formerly Major Environmental Analysis or "MEA") division guidelines for such programs. The ERO may also require that the project sponsor immediately implement a site security program if the archaeological resource is at risk from vandalism, looting, or other damaging actions. The project archaeological consultant shall submit a Final Archaeological Resources Report (FARR) to the ERO pursuant to the FARR content and distribution requirements described under this mitigation measure in chapter 10 of this EIR. Implementation of this measure would reduce the impact to a *less-than-significant level.*				
Mitigation 10-5: Disturbance of Paleontological Resources If any paleontological resources are encountered during site grading or other construction activities, all ground disturbances shall be halted until the services of a qualified paleontologist can be retained to identify and	Project Sponsor(s)	If triggered by 10-2;10-3 or 10-4	Planning Department	Ongoing implementation as required by measure

MITIGATION MONITORING AND REPORTING PROGRAM –
VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
evaluate the resource(s) and, if necessary, recommend mitigation measures to document and prevent any significant adverse effects on the resource(s), in accordance with standard professional practice. Implementation of this measure would reduce the impact to a *less-than-significant level.*				
Hazard and Hazardous Materials				
Mitigation 11-1: Potential Impacts Due to Exposure to Existing Soil or Groundwater Contamination-- Zone 2. Each developer of a site in Zone 2 shall be required to comply with all applicable existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements for soil, surface water, and/or groundwater contamination. In particular, these include the requirements of the City and County of San Francisco, RWQCB, and DTSC. Previous subsections 11.2.2 (City of San Francisco Hazardous Materials Regulations) and 11.2.3 (Environmental Site Assessment Procedures) herein summarize these requirements. Compliance with these existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements would be accomplished through the following steps: *(a) Soil Contamination.* In order to mitigate potential health hazards related to construction personnel or future occupant exposure to soil contamination, developers would complete the following steps for each site proposed for disturbance as part of a Project-facilitated construction activity in Zone 2:	Project Sponsor(s)	Application for development	DPH/DTSC/RWQCB	Complete upon site assessment, remediation, and disposal requirements as needed
Step 1. Investigate the site to determine whether it has a record of hazardous material discharge (Phase I environmental site assessment), and if so, characterize the site according to the nature and extent of soil contamination that is present (Phase 2) before development activities proceed at that site.	Project Sponsor(s)	Applicant for Development	DPH/DTSC/RWQCB	RWQCB prior to site development; DPH and depending on the improvement DBI or DWP
Step 2. Based on the proposed activities associated with the future project proposed, determine the need for further investigation and/or remediation of the soils conditions on the contaminated site. For example, if the location is slated for commercial land use, such as a retail center, the majority				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
of the site will be paved and there will be little or no contact with contaminated soil Industrial clean-up levels would likely be applicable. If the slated development activity could involve human contact with soils, such as may be the case with residential use, then Step 3 should be completed. If no human contact is anticipated, then no further mitigation is necessary. Step 3. Should the Phase 2 investigation reveal high levels of hazardous materials in the site soils, mitigate health and safety risks according to City of San Francisco, RWQCB, and DTSC regulations. This would include site-specific health and safety plans prepared prior to undertaking any building or utility construction. Also, if buildings are situated over soils that are significantly contaminated, undertake measures to either remove the chemicals or prevent contaminants from entering and collecting within the building. If remediation of contaminated soil is infeasible, a deed restriction would be necessary to limit site use and eliminate unacceptable risks to health or the environment. *(b) Surface or Groundwater Contamination.* In order to reduce potential health hazards due to construction personnel or future occupant exposure to surface water or groundwater contamination, developers would complete the following steps for each site proposed for disturbance as part of a Project-facilitated construction activity in Zone 2: Step 1. Investigate the site to determine whether it has a record of hazardous material discharge into surface or groundwater, and if so, characterize the site according to the nature and extent of contamination that is present before development activities proceed at that site. Step 2. Install drainage improvements in order to prevent transport and spreading of hazardous materials that may spill or accumulate on-site. Step 3. If investigations indicate evidence of chemical/environmental				

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
hazards in site surface water and/or groundwater, then mitigation measures acceptable to the RWQCB and DTSC would be required to remediate the site prior to development activity. Step 4. Inform construction personnel of the proximity to recognized contaminated sites and advise them of health and safety procedures to prevent exposure to hazardous chemicals in surface water/groundwater. Compliance by future, individual, site-specific developments in Zone 2 with established regulations (accomplished through the steps outlined above) would adequately assure that associated potential health and safety impacts due to exposure to existing soil and groundwater contamination would be *less-than-significant*.	Project Sponsor(s)	Applicant for Development	DPH/DTSC/RWQCB	RWQCB prior to site development; DPH and depending on the improvement DBI or DWP
Hydrology and Water Quality				
Mitigation 12-1A: Potential Water Quality Impact Due to Increased Stormwater Runoff. To comply with anticipated SFPUC regulations regarding stormwater runoff from Zone 1, the developer(s) shall refine the individual development design(s) for Zone 1 as necessary to: (1) provide retention storage facilities and/or detention treatment facilities as needed to ensure that at least 80 percent of total annual runoff either remains on-site or receives an approved level of water quality treatment before discharge into the combined sewer system; and (2) provide a minimum of 25 percent of the surface of setbacks to be pervious. Implementation of these measures would reduce the water quality impact associated with future development of Zone 1 to a *less-than-significant level.* **Mitigation 12-1B.** Stormwater design requirements similar to those described above for the Zone 1 development shall also be applied to individual infill developments in Zone 2 that meet the proposed SFPUC minimum size criteria. Implementation of these measures would reduce the water quality impact associated with future development of these parcels to a **less-than-significant level.**	Project Sponsor(s)	Submit as part of subdivision improvement plans	DPW;DBI, SFPUC	Review as part of design and construction plans
Mitigation 12-2: Increased Risk of Soil Erosion and Contaminant Spills	SFPUC and	Infrastructure plans with	SFPUC and DWP	Review as part of

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
During Project Remediation and Construction. For future development within Zone 1, design requirements and implementation measures for minimizing Project-generated erosion and for controlling fuel/hazardous material spills would be set forth in the Zone 1 SWPPP, in accordance with SWRCB and RWQCB design standards. During construction, the SFDPW would monitor implementation of the approved SWPPP. This plan shall include, at a minimum, the following or similar actions: ▪ Following demolition of existing improvements, stabilize areas not scheduled for immediate construction with planted vegetation or erosion control blankets; ▪ Collect stormwater runoff into stable drainage channels from small drainage basins, to prevent the buildup of large, potentially erosive stormwater flows; ▪ Direct runoff away from all areas disturbed by construction; ▪ Use sediment ponds or siltation basins to trap eroded soils before runoff is discharged into on-site channels or the combined sewer system; ▪ To the extent possible, schedule major site development work involving excavation and earthmoving activities during the dry season (May through September); ▪ Develop and implement a program for the handling, storage, use, and disposal of fuels and hazardous materials. The program should also include a contingency plan covering accidental hazardous material spills; ▪ Restrict vehicle cleaning, fueling, and maintenance to designated areas for containment and treatment of runoff; and ▪ After construction is completed, inspect all on-site drainage facilities for accumulated sediment, and clear these facilities of debris and sediment as necessary. Implementation of these measures would reduce the risk of soil erosions and contaminant spills during Project remediation and construction to a *less-than-significant level.*	individual Project Sponsor(s)	Phase 1		design and construction plans
Noise				
Mitigation 13-1: Project-Facilitated Remediation-, Demolition-, and Construction-Period Noise. Reduce program-related individual project	Project Sponsor(s) and project	Provide information regarding compliance prior	DPW; DBI	DPW/DBI to review information prior to

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
remediation-, demolition-, and construction-period noise impacts on nearby residences and businesses by incorporating conditions in project demolition and construction contract agreements that stipulate the following conventional noise abatement measures: ▪ *Remediation and Construction Plans.* For major noise generating remediation and construction activities, prepare detailed remediation and construction plans identifying schedules. The plans shall identify a procedure for coordination with nearby noise ▪ *Remediation and Construction Scheduling.* Ensure that noise generating remediation and construction activity is limited to between the hours of 7:00AM to 8:00PM, Monday through Friday, and noise levels generated by construction are prohibited on Saturdays, Sundays, and holidays (San Francisco Municipal Code Section 2908) ▪ *Remediation and Construction Equipment Noise Limits.* Limit all powered remediation and construction equipment to a noise level of 80 dBA or less when measured at a distance of 100 feet or an equivalent sound level when measured at some other convenient distance (San Francisco Municipal Code Section2907) ▪ *Impact Tools and Equipment.* Equip all impact tools and equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. Equip all pavement breakers and jackhammers with acoustically attenuating shields or shrouds that are in good condition and appropriate for the equipment (San Francisco Municipal Code Section 2907) ▪ *Equipment Locations.* Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a remediation or construction site. ▪ *Remediation and Construction Traffic.* Route all remediation and construction traffic to and from the sites via designated truck routes where possible. Prohibit remediation- and construction-related heavy truck traffic in residential areas where feasible. ▪ *Quiet Equipment Selection.* Use quiet equipment, particularly air compressors wherever possible. ▪ *Temporary Barriers.* Construct solid plywood fences around	contractor(s)	to building permit issuance		prior to construction site permit

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
remediation and construction sites adjacent to residences, operational businesses, or noise-sensitive land uses. ▪ *Temporary Noise Blankets.* Temporary noise control blanket barriers should be erected, if necessary, along building facades of construction sites. This mitigation would only be necessary if conflict occurred which were irresolvable by proper scheduling. (Noise control blanket barriers can be rented and quickly erected.) *Noise Disturbance Coordinator.* For Zone 1 remediation and larger individual construction projects, the City may choose to require project designation of a "Noise Disturbance Coordinator" who would be responsible for responding to any local complaints about remediation or construction noise. The Disturbance Coordinator would determine the cause of the noise complaint (e.g. starting too early, bad muffler, etc.) and institute reasonable measures to correct the problem. Conspicuously post a telephone number for the Disturbance Coordinator at the remediation/construction schedule. (The project sponsor should be responsible for designating a Noise Disturbance Coordinator, posting the phone number, and providing schedule notices. The Noise Disturbance Coordinator would work directly with an assigned City staff member). Implementation of these measures would reduce this intermittent, short-term, Project remediation- and construction period noise impact to a *less-than significant level.*				
Mitigation 13-2: Project-Facilitated Groundborne Vibration Levels. Prior to the development of habitable buildings within 110 feet of the centerline of the nearest railroad tracks, or within 55 feet of the light rail tracks, a site-specific vibration study shall be required demonstrating that ground borne vibrations associated with rail operations either (1) would not exceed the applicable FTA ground borne vibration impact assessment criteria (see Table 13.5 of this EIR), or (2) can be reduced to below the applicable FTA criteria thresholds through building design and construction measures (e.g., stiffened floors). Implementation of this measure would reduce this potential intermittent vibration impact to a *less than significant level.*	Project Sponsor(s) and construction contractor(s)	Design Review Approval	DPW, DBI	DPW/DBI to review information prior to issuance of construction site permit

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 13-3: Potential Exposure of New, Project-Facilitated Noise-Sensitive Development to Ambient Noise Levels Exceeding Standards. Site-specific noise studies consistent with the requirements of the State Building Code (SBC) shall be conducted for all new Project-facilitated residential uses within 75 feet of the Caltrain line and along the Bayshore Boulevard frontage to identify appropriate noise reduction measures to be included in project final design. Each noise study must be submitted to and approved by the San Francisco Planning Department prior to City issuance of a residential building permit. Identified noise reduction measures may include	Project Sponsor(s)	Design Review Approval	Planning, DBI	Upon incorporation in all design documents
▪ Site planning techniques to minimize noise in shared residential outdoor activity areas by locating such noise-sensitive areas behind buildings or in courtyards, or by orienting residential terraces to alleyways rather than streets, whenever possible; ▪ Incorporation of an air circulation system in all affected units, which is satisfactory to the San Francisco local building official, so that windows can remain closed to maintain interior noise levels below 45 dBA L_{dn}; and ▪ Incorporation of sound-rated windows and construction methods in residential units proposed along streets or the Caltrain line where noise levels would exceed 70 dB L_{dn}; and ▪ Pre-Occupancy noise testing following a methodology satisfactory to the San Francisco Department of Health shall be completed prior to occupancy to demonstrate compliance with noise mitigation objectives. Noise levels at multi-family residential property lines around Project-facilitated development should be maintained at an L_{eq} not in excess of 60 dBA during the daytime hours and 50 dBA during nighttime hours (10:00 PM to 7:00 AM), unless ambient noise levels are higher. In those cases, the existing ambient Individual development applicants noise level would be the noise level standard. Implementation of these measures to the satisfaction of the San Francisco Planning Department would reduce potential Project related noise impacts	Project Sponsor(s)	Design Review Approval	Planning, DBI	Review in all design documents

MITIGATION MONITORING AND REPORTING PROGRAM – VISITACION VALLEY MODIFIED DEVELOPMENT PROGRAM (Continued)

Mitigation Measures	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
on new residential uses to a *less-than significant level.*				
Utilities and Service Systems				
Mitigation 15-1: Solid Waste Diversion Impacts. The City shall require that final architectural designs for individual developments permitted in the Project Area indicate adequate space in buildings to accommodate three-bin recycling containers, as detailed under this mitigation in section 15.3 (Solid Waste Disposal/Recycling) of this EIR. The City shall ensure that these provisions are included in Project-facilitated building construction prior to issuance of a Certificate of Occupancy. Implementation of this measure would reduce this impact to a *less-than-significant level.*	Project Sponsor(s)	Each development or schematic design application	Department of the Environment	Review within each design document

IMPROVEMENT MEASURES – VISTACION VALLEY MODIFED DEVELOPMENT PROGRAM

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Transportation and Circulation				
Improvement Measure for Impacts 8-1 and 8-9 Add bus signal prioritization for all signal improvements along Bayshore Boulevard to improve transit and traffic flows.	SFMTA	Concurrently with other improvements to each applicable intersection	SFMTA	
Improvement Measure for Impacts 8-1 **Bayshore Boulevard/Visitacion:** MTA will study the possibility of restriping the existing Visitacion Avenue connection to the west side of Bayshore Boulevard (now two travel lanes—one eastbound and one westbound) to create three lanes—one shared left through eastbound lane, one exclusive right-turn eastbound lane, and one westbound through lane. There are secondary impacts on traffic and bus operation associated with these striping changes. Implementation of this improvement measure is contingent upon future bus operations and parking demand.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	
Improvement Measure for Impacts 8-1 **Bayshore Boulevard/Sunnydale:** MTA will study the possibility of restriping the existing Sunnydale Avenue connection to the west side of Bayshore Boulevard (now two travel lanes—one eastbound and one westbound) to create three lanes—one shared left through eastbound lane, one exclusive right-turn eastbound lane, and one westbound through lane. There are secondary impacts on traffic and bus operation associated with these striping changes. Implementation of this improvement measure is contingent upon future bus operations and parking demand.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	
Improvement Measure for Impacts 8-1A and 8-9 Study shared use of LRV lane by buses to alleviate transit and traffic conflicts and improve anticipated delays for bus routes.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	

IMPROVEMENT MEASURES FOR WESTERN SOMA COMMUNITY PLAN AND REZONING OF ADJACENT PARCELS (Continued)

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Improvement Measure for Impact 8-3 Queuing Impacts Study new Brisbane roadway connections that will be developed south of the site to improve access and alleviate queuing congestion.	SFMTA/City of Brisbane	Prior to issuance of first certificate of occupancy for any residential or commercial space within the second phase of development	SFMTA	
Improvement Measure for Impacts 8-1, 8-3 and 8-9 Study bus route configuration and bus stop relocations to minimize traffic and transit delays along Bayshore Boulevard.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	SFMTA	
Improvement Measure for Impact 8-8 Study transportation incentives to promote rail travel for Visitacion Valley residents, once Caltrain electrification takes place and Bayshore station receives more trains.	SFMTA/Project Sponsor(s)	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	Project Sponsor(s)	Subject to Caltrain electrification schedule
Improvement Measure for Impact 8-8 Facilitate the construction of a temporary pathway to the Caltrain Station from Bayshore Boulevard.	City of Brisbane	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	Project Sponsor(s)	

IMPROVEMENT MEASURES FOR WESTERN SOMA COMMUNITY PLAN AND REZONING OF ADJACENT PARCELS (Continued)

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Improvement Measure for Impact 8-8 The City will work with the Bi-County Study team and CalTrans to explore the utilization of HOV lanes and ramp meters in San Mateo to reduce SOV.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	SFMTA	
Improvement Measure for Pedestrian Safety Condition In addition to the traffic calming measures described in the Design for Development, implement Bayshore Boulevard pedestrian safety measures, such as speed radar signs on Bayshore, enhanced crosswalk marking, additional signage and motorist education for the Visitacion Valley neighborhood.	SFMTA	Prior to issuance of first certificate of occupancy for any residential or commercial space within the first phase of development	SFMTA	

Exhibit J

Visitacion Valley Schlage Lock
Transportation Demand Management Plan

Prepared for:

VISITACION DEVELOPMENT LLC

APRIL 29, 2014

TABLE OF CONTENTS

1.0 INTRODUCTION **4**
2.0 TRANSPORTATION DEMAND MANAGEMENT (TDM) OVERVIEW **5**
2.1 Design Strategies 5
2.1.1 Land Use Factors 5
2.1.2 Street Designs 6
2.2 Transportation Demand Management Programs 9
2.2.1 Designate a TDM Coordinator 9
2.2.2 Monitor Progress of TDM Programs 9
2.2.3 Promote TDM Program 10
2.2.4 Parking Strategies 11
2.2.5 Promote Carpool/Vanpool 12
2.2.6 Promote CarSharing 13
2.2.7 Promote Bicycling 15
2.2.8 Promote Transit Usage 16
2.2.9 Encourage Walking 17

EXECUTIVE SUMMARY

This Transportation Demand Management (TDM) Plan includes a series of strategies and implementation measures intended to reduce single vehicle occupant travel while enhancing alternate modes of transit in conjunction with the Visitacion Valley Schlage Lock Development Project (Project).

By promoting walking, bicycling, mass transit, and alternative modes of transportation, the TDM Plan seeks to limit single occupancy vehicle trips to no more than 70 percent of total vehicle trips. Several of the Project's land use features, including its mixed-use design, relatively high density, and proximity to existing transit centers will aid in achieving this goal. The Project will emphasize walking and bicycling through streetscape improvements, improved safety, wayfinding, and transit center interconnection. Onsite parking will be disincentivized both due to its limited nature and because parking spaces will sold or rented separately from for sale or rental units, respectively. Moreover, the TDM Plan encourages the use of car and van pooling.

In addition to the features listed above, the TDM Plan incorporates the following key transportation demand management enhancements which go beyond any obligations imposed under existing law (e.g., the Planning Code) and the Project's mitigation monitoring and reporting program.

1. **TDM Coordinator**: The Project will employ a dedicated TDM Coordinator, who will be responsible for undertaking promotional activities, distribution of information, trip planning, inter-agency coordination and monitoring in order to achieve the TDM Plan's goals.

2. **Mode Split Monitoring**: The TDM Coordinator and the Developer will be responsible for monitoring the success of the TDM Plan. Monitoring will include extensive resident, employee and visitor travel surveying. If the periodic surveys indicate that the Project has not met the desired mode split goal (no more than 70 percent single occupancy vehicle trips), the Developer will be required to meet and confer with the City, and may ultimately be required to pay a $30,000 fee to the San Francisco Municipal Transit Agency (SFMTA) for traffic demand management and transportation improvements in the Project area any time a required survey indicates that the mode split goal is not being attained.

3. **Car Share Subsidies**: The TDM Plan encourages the use of car sharing by Project residents. Therefore, each household that moves to the Project site will receive a one-year membership to an on-site car share vendor for all new households within the Project as well as three hours of driving credit with that vendor. Individual rental units and for-sale units may receive maximum cumulative car sharing benefits totaling $250 and $100, respectively.

4. **Transit Pass Subsidies**: Each household will receive $30 per month in Clipper Card credit that can be spent on any transit system that accepts Clipper. This subsidy will be provided continuously for 15 years for each dwelling unit.

5. **Increased Bicycle Parking**: Article 1.5 of the Planning Code, the Project would be imposes standard bicycle parking requirements for various uses. The TDM Plan requires the Developer to provide 150% of the amount of bicycle parking spaces required by the Code.

1.0 INTRODUCTION

Visitacion Valley Schlage Lock Development Project (Project) proposes to build a mixed-use transit-oriented community in a 20-acre portion of the Visitacion Valley/Schlage Lock Design for Development Area: Zone 1 (Schlage Lock Site) owned by Visitacion Development LLC or its Assignees (Developer) that is being redeveloped pursuant to a Development Agreement with the City and County of San Francisco.

The Schlage Lock site consists of the former Schlage Lock factory located east of Bayshore Boulevard bounded on the east by Tunnel Avenue and on the south by the county line and properties fronting Bayshore Boulevard and Leland Avenue.

Schlage Lock Project Site and Surrounding Neighborhood

The Project includes up to 1,679 new residential units. There will also be approximately 46,700 square feet of neighborhood serving commercial development and approximately 15,000 square feet of community-serving, cultural, institutional and educational spaces. The Project will construct pedestrian-friendly streets and foster sidewalk activity by providing multiple street level entrances to new residential and retail buildings and improving pedestrian safety along Bayshore Boulevard through pedestrian-oriented intersections.

The Environmental Impact Report (EIR) and the subsequent Addendum estimated that the implementation of the Project would generate approximately 11,318 vehicle trips on a weekday daily basis, including 1,505 vehicle trips during the AM peak hour and 1,606 vehicle trips during the PM peak hour. These vehicle trips reflect assumption that 70 percent of the project-related person trips would be made by automobiles.

As part of the efforts to reduce the project-generated vehicle trips, this document – the Visitation Valley Schlage Lock Transportation Demand Management (TDM) Plan – presents various strategies that would reduce single occupant vehicle (SOV) travel and increase the use of rideshare, transit, bicycle and walk trips to and from the Project Area. Typically TDM programs include both "carrot" and "stick' elements. Incentives are much more effective when accompanied by disincentives and, vice versa, disincentives are most effective when viable alternatives to driving SOVs are provided. As such, there are two distinct approaches to implementing the proposed TDM programs. The first approach involves land use factors and various sustainable and smart street design features that encourage alternative modes of travel, and the second approach involves efforts to reduce reliance on SOV use. To this end, the Schlage Lock TDM Plan commits the Developer to certain notable program improvements above those required under applicable code provisions to encourage new modes of travel.

The following sections present the elements of the proposed TDM programs, the estimated costs of strategies and proposed funding sources to cover these costs.

2.0 TRANSPORTATION DEMAND MANAGEMENT (TDM) OVERVIEW

The overarching goal of the TDM Plan is to promote walking, bicycling, transit and other alternative modes of transportation to driving alone. In order to achieve this goal, the TDM Plan recommends a combination of land use and infrastructure improvements and supporting programs to increase the likelihood of shifting transportation mode split away from SOV trips. This section summarizes these strategies.

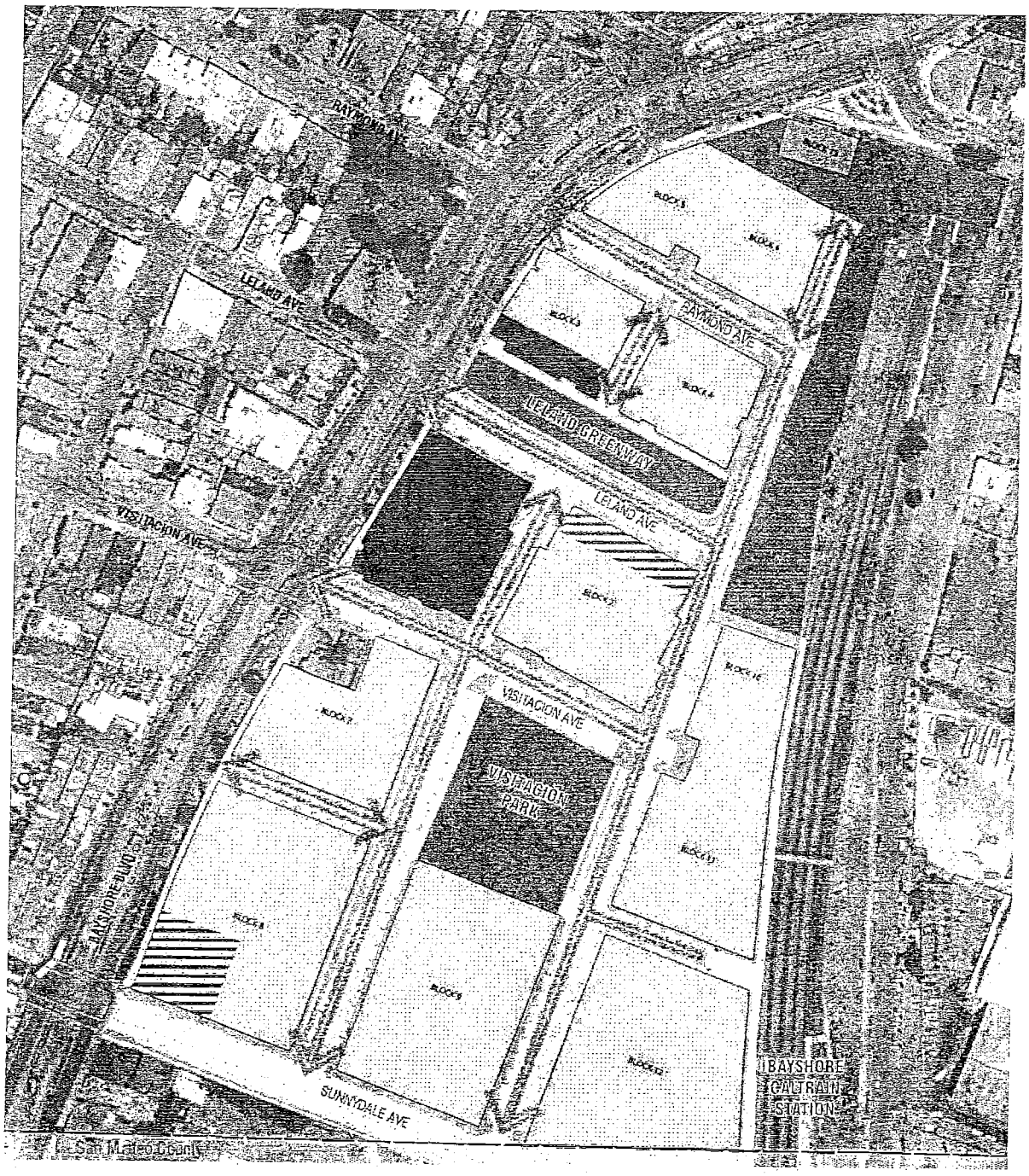
2.1 Design Strategies

2.1.1 Land Use Factors

- **Mixed-Use Development** – The Project will provide proper mixes of multiple land uses in the project site including residential, commercial, and community-serving uses. Providing different types of land uses close together affects people's travel patterns. For example, locating a grocery store and a variety of retail options within a close proximity to residential development would reduce travel distances and allow more walking and cycling trips for the on-site residents and for neighbors in the wider Visitacion Valley.

- **Higher Density Development** – The Project proposes to provide infill housing and commercial developments along the Bayshore and Leland commercial corridors. Increasing the land use density would likely decrease travel distances and travel speed by providing a more compact, mixed, and walkable environment. It will also increase the likelihood of having potential destinations within proximity of one's residence, reducing travel distances and the need for automobile travel.

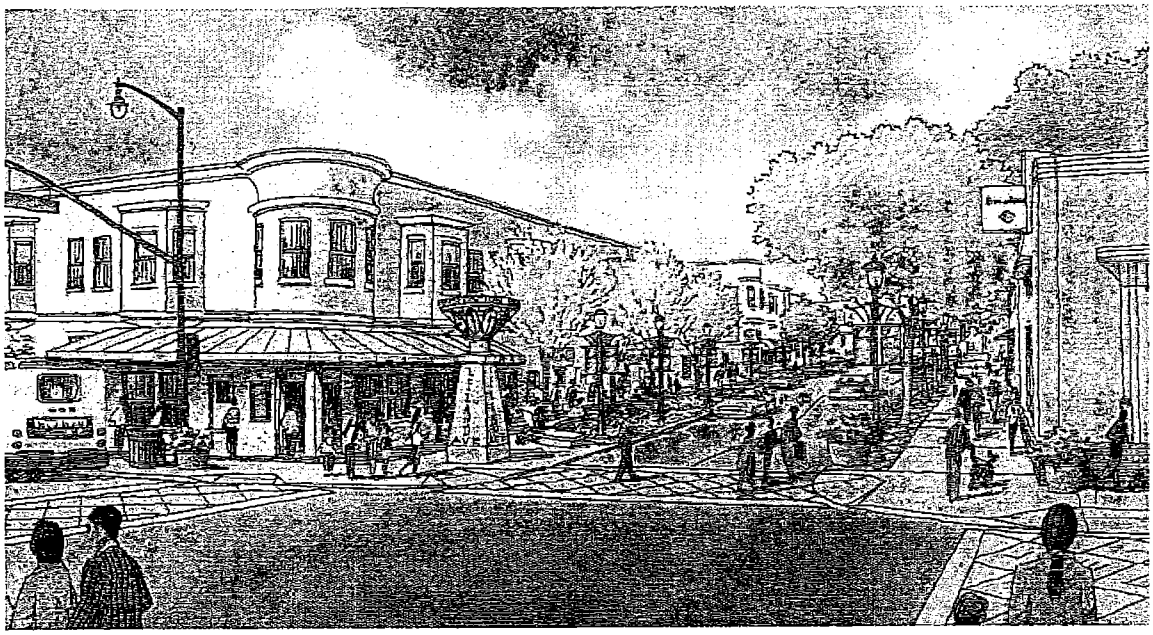
- **Proximity to Transit Center** – The majority of the Schlage Lock site is located within a reasonable walking distance of ¼ mile from the Bayshore Caltrain Station or the light rail transit stops on Bayshore Boulevard. The Project promotes the use of transit by building well-lit, pedestrian-friendly connections to transit stops from adjacent parcels and by enhancing the attractiveness, safety and functionality of transit stop locations adjacent to the Schlage Lock site.



Site Land Use Plan

2.1.2 Street Designs

People walk more when destinations are within close proximity and are accessible through safe and interesting areas with storefronts, street trees, street furniture and other pedestrian-oriented amenities. The Project will include the following streetscape improvements that promote such travel behaviors in and near the Schlage Lock site.



Leland Avenue Streetscape Improvements

- **Streetscape Improvements** – Carry out streetscape improvements for Leland Avenue extension, Bayshore Boulevard, Sunnydale Avenue and Tunnel Avenue which include enhanced landscaping, lighting, signage and traffic calming where needed.

- **Pedestrian-Oriented Streetscape** – Provide new streets and pedestrian pathways to serve new development parcels in the Schlage Lock site. Implement the pedestrian-oriented streetscape plans that have been designed for all new roadways, and facilitate improvements to existing street intersections.

- **Improve Pedestrian Safety** – Assist City departments in implementing pedestrian and bicycle safety programs, including street and sidewalk improvements, traffic calming projects and expansion or improvement of the local bicycle network. Improve the safety, pedestrian-orientation and look of Bayshore Boulevard through traffic calming and enhanced sidewalks. Install "bulb-outs" at certain street corners to improve pedestrian safety and create space for sidewalk amenities such as trees/plants, bicycle racks, and public art.

- **Wayfinding** – A comprehensive wayfinding signage program will support the network of walkways and shared-use paths, encouraging pedestrian and bicycle trips.

- **Pedestrian-friendly Destinations** – Develop family-oriented, pedestrian-friendly destinations for leisure and shopping, such as picnic tables and playground areas.

- **Connection to Transit Centers** – All streets within the Schlage Lock site leading to the Caltrain Station and future bus rapid transit (BRT) stops will have sidewalks, crosswalks, and lighting.

These design strategies are expected to affect people's travel behaviors and complement the various TDM strategies listed in **Section 2.2.**

2.2 Transportation Demand Management Programs

2.2.1 Designate a TDM Coordinator

The Property Owner(s) (i.e., landowners, building owners, homeowners' associations, or apartment operators, etc) would improve the management of the TDM program by appointing a dedicated part-time TDM Program Coordinator (Coordinator) responsible for the oversight of the program. The Coordinator will be in charge of the following activities:

- **Promotional Activities** – Promote and manage implementation of the TDM program by participating in various activities listed in **Section 2.2.3**.

- **Information Distribution** – Develop information package of transportation services on project site including transit routes and schedules and connections to bicycle routes. Distribute the information package to new homeowners, tenants, and employees. The Coordinator will also maintain a website which provides transportation-related data and real-time transit information.

- **Monitoring Progress** – Monitor the progress of TDM programs by conducting travel surveys as outlined in **Section 2.2.2.**

- **Trip Planning** – From the day that the first family moves in, a plan will be in place to help people discover alternatives to driving alone in a car. The Coordinator will provide information package of transportation services to new homeowners, tenants and employees and help them plan trips using alternative mode of transportation.

- **Coordination** – Work with transportation agencies, and others to promote transit, vanpooling, carpooling and carsharing, bicycling and walking in and around the Schlage Lock site.

2.2.2 Monitor Progress of TDM Programs

The Coordinator will conduct resident, employee and visitor travel surveys in order to monitor and improve the effectiveness of TDM Programs.

Mode Split Monitoring. The Coordinator, with the assistance of the Developer, will design, conduct and submit a written report on that status of implementing all TDM measures required by this TDM plan. The report will also contain the results of a survey of residents, employees', and visitors' travel behavior. The survey shall include (a) car and bike parking occupancy, (b) driveway ins/outs, and (c) an assessment of auto mode share to assess whether the project is meeting its project's target mode split of 70% auto trips and 30% all other modes of travel, consistent with its EIR. The first survey will be conducted when the first 400 residential units are constructed and occupied. Additional surveys will be conducted every two years thereafter.

Each study will either provide evidence that the Project has achieved a goal of a maximum auto mode share of 70% or less or state that the Project has not achieved this goal and provide an explanation of how and why the goal has not been reached and a proposal for additional measures that will be adopted in the coming two years to attain the TDM goal. If any study indicates that the Project has not reached the mode split goal, the Developer and SFMTA shall meet and confer to determine a reasonably achievable program of additional measures for attaining the TDM goal. If SFMTA and the Developer are unable to reach agreement on a program of additional measures

within 90 days of the completion of the study, or within a longer period of time if agreed to by both parties, the Developer will pay SFMTA $30,000 (in FY 2014 dollars adjusted by CPI) within 60 days following the end of the meet and confer period. These funds will be used by SFMTA solely for transportation demand management or transportation improvements related to the Visitaction Valley Schlage Lock traffic area as determined by SFMTA. The format of the survey and study will be prepared in consultation with the SFTMA.

The Coordinator will monitor and update, as appropriate, the TDM Program once every two years based on the results of the surveys, even if the surveys indicate that the mode split targets have been achieved.

2.2.3 Promote TDM Program

The TDM Coordinator will enhance the effectiveness of the TDM program by implementing the following additional promotional activities:



An example of Transportation Fair

- **Host Transportation Day Fair** – Organize and conduct a Transportation Day Fair annually. The Coordinator shall invite representatives from local and regional transportation agencies, the Bicycle Coalition, 511 Rideshare, and carshare companies to attend the fair and provide information about transit, ridesharing, bicycling, car sharing, etc.

- **Encourage Participation** – The fair should be accessible to the general public and include incentives, such as free food and drinks and drawings for transit passes, bicycles, or other prizes, that would attract employees and residents to attend the fair.

- **Information distribution** – Publish a newsletter or an e-mail newsletter with annual updates on transit and travel issues within the Schlage Lock site, highlights of TDM program elements and benefits, and contact information for Coordinator and useful resources.

- **Designated Website** – Create a dedicated intranet/web site/page containing relevant information on transit, paratransit, taxi, airport shuttle, bicycle, and parking, as well as related links.

- **Commuter Benefits Program** – Work with major employers/businesses to consider participating in the Commuter Benefits program for tax-free paycheck deductions of transit and bicycle commuter expenses.

2.2.4 Parking Strategies

Property Owner(s) will increase financial incentives to alternative modes of travel and disincentives for SOV usage by enforcing the following parking policies:



Examples of Parking Strategies

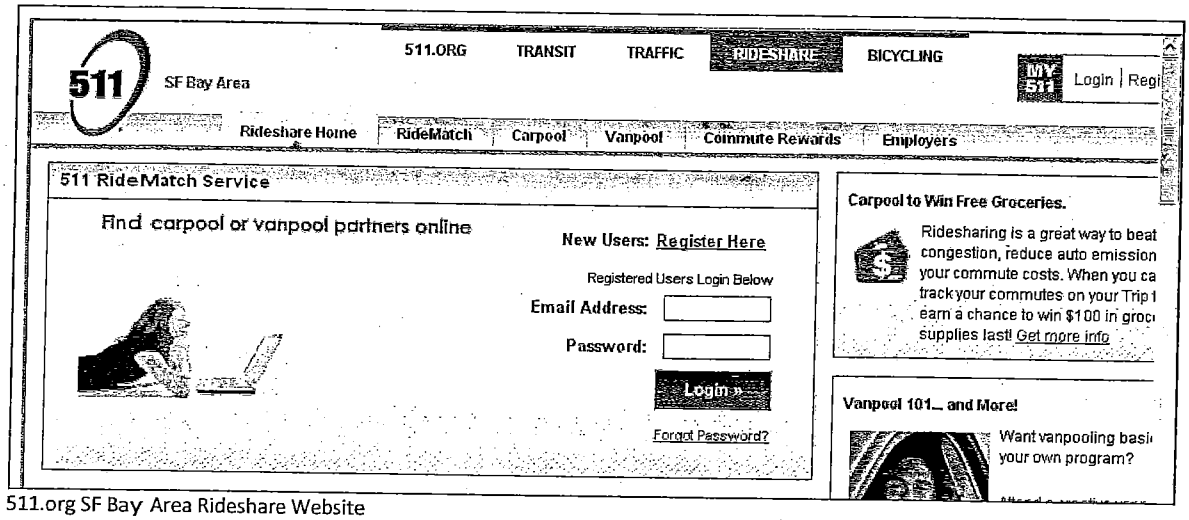
- **Maximum Permitted Parking** – Construct no more than one off-street parking space per residential unit, as required by the project's design controls.

- **Unbundled Residential Parking** – Sell or lease "unbundled" residential parking separately from units, as required by City code. Unbundling parking makes the cost of parking visible to households, and may encourage some residents to save money by opting for a single off-street space or no dedicated parking. Unbundled parking would also serve as a "self selection" incentive for residents who prefer to live in car-free or car-reduced neighborhoods.

- **On-Street Parking Management** – Cooperate with the SFMTA's parking management strategy, which may result in the installation of time restriction signage, residential permit parking areas, and/or on-street metered/paid parking, where appropriate on public streets.

- **On-going Efforts (Post-Buildout)** – The Coordinator will identify and report potential parking management improvements to Property Owners.

2.2.5 *Promote Carpool/Vanpool*



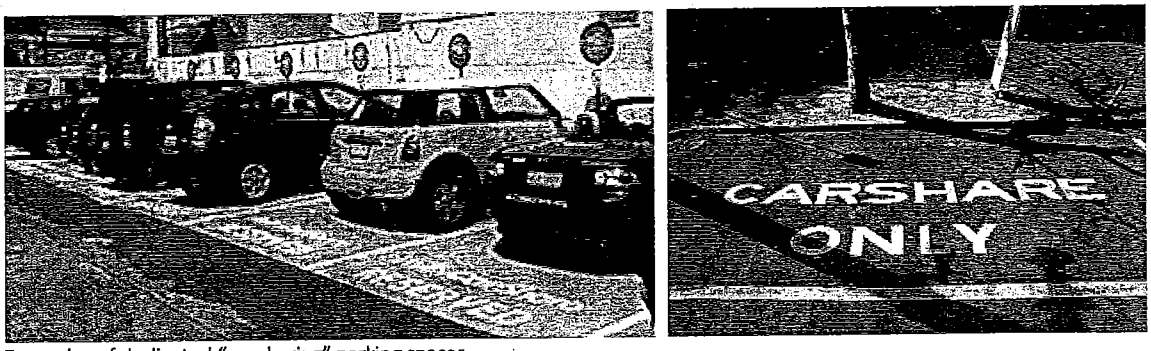
511.org SF Bay Area Rideshare Website

- **Coordinate with 511 Rideshare** – The Coordinator will work with 511 Rideshare, a web-based rideshare matching program which helps single occupancy vehicle (SOV) drivers to find a potential partner to carpool or vanpool with, to establish a rideshare matching program.

- **On-going Efforts (Post-Buildout)** – The Coordinator will promote 511 Rideshare via written material, website, and at the Transportation Fair.

2.2.6 Promote CarSharing

Property Owner(s) will promote car sharing by providing the following car sharing amenities:



Examples of dedicated "car sharing" parking spaces

- **Dedicated Car Share Parking** – Provide a sufficient number of dedicated "car sharing" for lease to vendors (e.g., City CarShare, ZipCar, or similar businesses and organizations) that will meet the required car sharing requirements set forth in the Visitacion Valley/Schlage Lock Special Use District.

- **Introductory Car Share Membership** – Each household, through its building owner or homeowners association, will receive a one-year membership to a car share vendor that makes vehicles available on the Schlage Lock site, including the payment of any costs associated with application processing. Each household will also receive enough driving credit to cover at least three hours of driving in the least expensive vehicle available on-site from that vendor.

  The commitment to provide such benefits shall be for a maximum cost of $250 for rental units and $100 for for-sale units. Each new household to rent an apartment or purchase a condominium at the Project site will receive the car share benefits described in the previous paragraph, even if that household is not the initial purchaser or lessee, unless the cumulative car share expenditure associated with that household's particular unit has met or exceeded the maximum cost for its tenure type as described in this paragraph. Once the maximum cost has been incurred for a particular unit, that unit's homeowners association or landlord may elect to exempt all subsequent purchasers or lessees of that unit from the car share membership requirement. The difference in maximum costs between rental and for-sale units reflects the expectation that rental units will turn over more frequently, so each rental unit will be required to provide this car share benefit to more households during the term of the Development Agreement.

  Each building owner or homeowners association may elect whether to break out this car share cost as a distinct line item on a unit's sale or lease price.

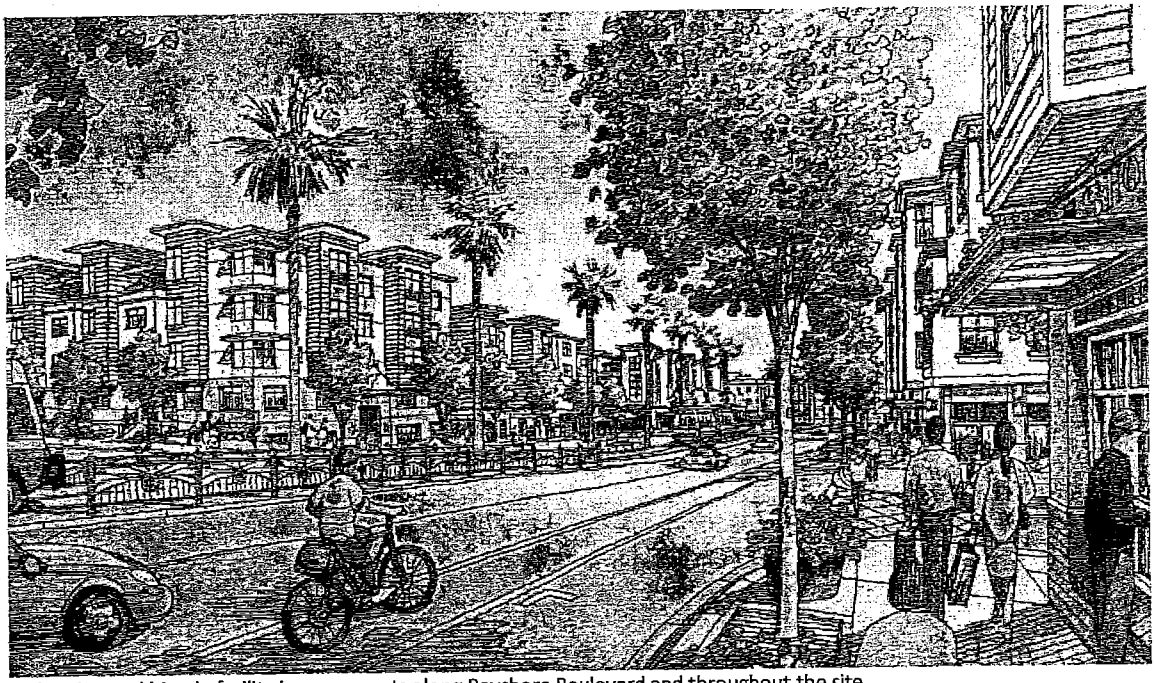
  If at any point in the future the City establishes a bulk car share membership program, the Developer or any Schlage Lock building owner may request that SFMTA replace this Schlage Lock-specific car share membership requirement with the City's program or a variation thereof. So long as the City's program or proposed variation thereof would provide an equivalent or superior car share benefit to Schlage Lock's residents, this request shall not unreasonably be denied.

- **Site-License Program** – Investigate and implement, where feasible, "site license" arrangement with a car share vendor that would allow reduced cost memberships to the onsite employees and residents who are not participating in the Introductory Car Share Membership program described above.

- **On-going Efforts (Post-Buildout)** – The Coordinator will promote car sharing via written material, website, and at the Transportation Day Fair.

2.2.7 Promote Bicycling

Property Owner(s) will promote bicycle usage by providing the following:



Pedestrian and bicycle facility improvements along Bayshore Boulevard and throughout the site.

- **Enhanced Bicycle Facilities** – All new streets and intersections have been designed with consideration for the convenient and the safety of pedestrians and bicycles and with connections to any Class I, II, and III bicycle routes adjacent to the site.

- **Bicycle Support Facilities** – Install bicycle parking spaces in each building and provide various bicycle support facilities, in accordance with the Design for Development and Open Space and Streetscape Master Plan, to encourage bicycling, including outdoor bike racks, bike-sharing stations, and indoor bike storage. The Property Owner will include a number of bicycle parking spaces that is 1.5 times the amount of parking spaces required under the provisions of Article 1.5 of the Planning Code. The property owner will also provide shower(s) and/or changing space, as described in the Planning Code, in individual commercial units greater than 10,000 square feet.

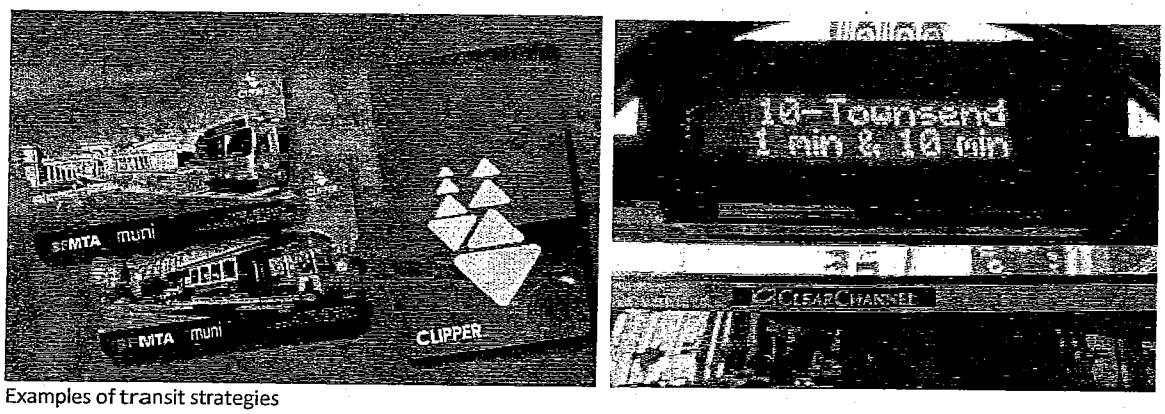
- **Bicycle Sales or Rental** – Market onsite retail spaces to bicycle sales or rental vendors.

- **Bicycle Wayfinding** – Provide a comprehensive wayfinding signage program that would support the network of walkways and shared-use paths, encouraging pedestrian and bicycle trips.

- **On-going Efforts (Post-Buildout)** – The Coordinator will work with the cities of San Francisco, Brisbane, Daly City, and other organizations to investigate the feasibility of providing a Shared Bicycle Program. The Coordinator will also promote bicycling through "Bike to Work Day" and other bike safety events.

2.2.8 Promote Transit Usage

Property Owner(s) will promote transit usage by providing the following:



Examples of transit strategies

- **On-Site Transit Pass Sales** – Provide on-site sale of transit passes in the grocery store.

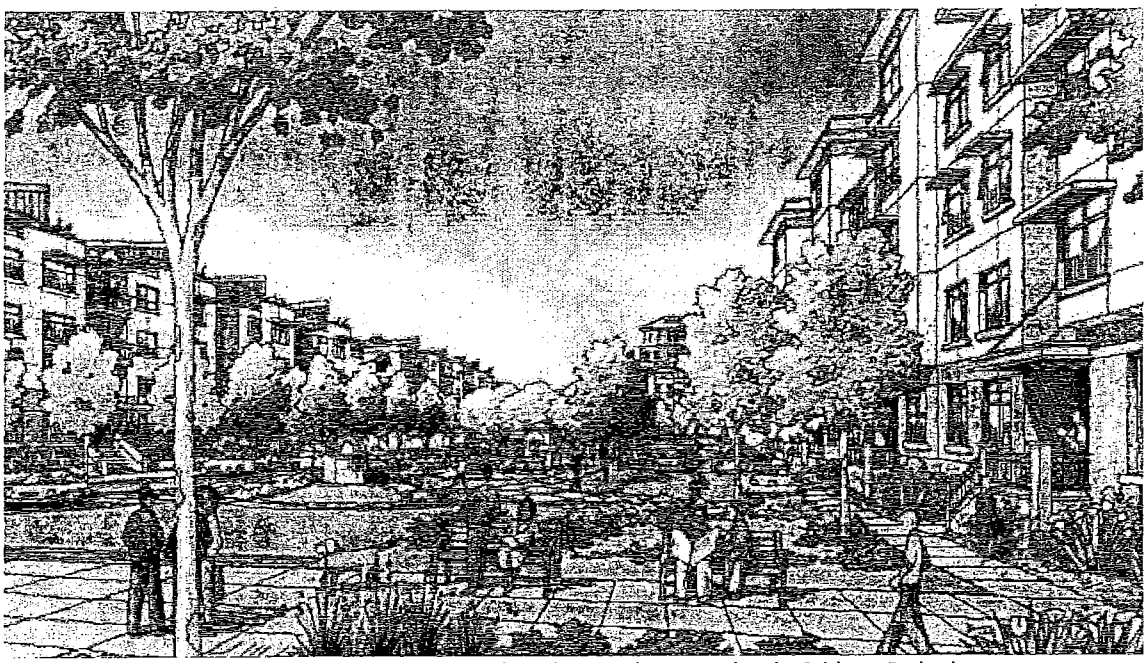
- **Enhanced Transit Service** – Work with SamTrans, Caltrain JPB, and SFMTA to provide transit shelters at the bus stops located within or adjacent to the Schlage Lock site and to install "Next Bus" or similar technology at a prominent location to provide transit users with real-time transit and shuttle bus arrival time information.

  Resident Transit Pass – Require that all households, through their building owners or homeowners associations, receive Clipper Card credit each month that can be spent on any transit system that accepts Clipper. The amount of Clipper Card credit will be $30 per household until 2016, at which point it will begin increasing by $4 every five years such that it will increase to $34 per household in 2021, to $38 per household in 2026, etc. For each housing unit, the transit pass contribution requirement will continue for fifteen years from that unit's date of initial occupancy. Each building owner or homeowners association may elect whether to break out this cost as a distinct line item on a unit's sale or lease price.

- **On-going Efforts (Post-Buildout)** – The Coordinator will work with transit operators to obtain group discount for transit pass costs and will promote transit use via written material, website, and at the Transportation Day Fair.

2.2.9 Encourage Walking

Property Owner(s) will encourage walking onsite by providing the following pedestrian amenities:



A rendering of Schlage Greenway, lined with active residential uses and connected to the Brisbane Baylands.

- **Enhanced Pedestrian Facilities** – All new streets and intersections have been designed with consideration for the convenient and the safety of pedestrians and bicycles.
- **Pedestrian Connection to Transit** – Provide sidewalks, crosswalks, and lighting on all streets within the Schlage Lock site leading to the Caltrain Multi-modal Transit Center and BRT stops.
- **Pedestrian Wayfinding** – Provide a comprehensive wayfinding signage program that would support the network of walkways and shared-use paths, encouraging pedestrian and bicycle trips.
- **On-going Efforts (Post-Buildout)** – The Coordinator will promote walking through "Walk to School Day" and other pedestrian safety events.

Exhibit K

Inclusionary Affordable Housing Program

1. Inclusionary Affordable Housing Program ("Inclusionary Housing Program Requirement"). Except as expressly modified by this Agreement, the Project shall satisfy the requirements of Planning Code Section 415 as of the Effective Date for all of the residential units constructed on the Project Site from and after the Effective Date (the "Inclusionary Housing Program Requirement"). The Parties shall calculate numerical amounts needed to implement the Inclusionary Housing Program Requirement (including but not limited to household income eligibility requirements, permitted rental and sales prices, and Inclusionary Affordable Housing Fee amounts) using the formulas or methodologies provided by Planning Code Section 415 as of the Effective Date but with then-current data (such as then-current household income data and fee amounts).

Not less than two-thirds (2/3) of the Inclusionary Housing Program Requirement shall be satisfied with On-site Below Market Rate ("BMR") Units. For each Principal Project meeting the Inclusionary Housing Program Requirement by delivering On-Site BMR Units, those On-Site BMR units must be constructed on the Project Site at a rate that equals 15% of the total units in the Principal Project. The number of completed On-site BMR units across the Project Site shall equal at least 10% of total completed Principal Project units at any given time. For the purpose of this agreement, the developer can meet its On-site requirement by (i) constructing BMR Units in a Principal Project within the Project Site; (ii) constructing BMR Units in no more than one building with more than 20% BMR units that is built by the Developer within the Project Site; or, (iii) through the dedication of land to the City within the Project Site. The exact number and location of BMR Units per building in each Development Phase, and the number of Inclusionary Affordable Housing Fee payments (if any), shall be identified in each Development Phase Approval.

Developer may construct or cause to be constructed (through land dedication) a greater number of On-site BMR Units than is required to meet a Principal Project's Inclusionary Housing Program On-site requirement as long as no mixed-income development parcel contains more than 15% BMR Units if not utilizing California Debt Limit Allocation Committee (CDLAC) bonds with 4% Low-Income Housing Tax Credits (LIHTC) and no more than 20% BMR units if utilizing CDLAC with 4% LIHTC. Should the Developer construct On-site BMR Units using CDLAC with 4% LIHTC, the On-site requirement remains 15% rather than any higher percentage required in the Planning Code Section 415. The income target of any BMR Units funded with CDLAC with 4% LIHTC shall be no higher than 50% of AMI under the income table used by MOHCD and not that used by the State.

Any BMR Units provided in addition to the requirement of the 15% On-site requirement shall be counted against the total number of On-site BMR Units required for the next development parcel, whether or not that next development parcel is in the same Development Phase. Except in the case of a land dedication, any On-site BMR Units must have received their First Certificate of Occupancy before or concurrently with the issuance of the corresponding Principal Project's First Certificate of Occupancy.

To satisfy the On-site requirement, Developer has the option to construct or cause to be constructed (through land dedication) an Affiliated Project. An "Affiliated Project" can be either one building with more than 20% affordable units that is constructed by Developer or one parcel of land dedicated by Developer to the City according to certain restrictions set forth in this agreement. Developer is limited to only one Affiliated Project across all Development Phases.

Any Affiliated Project that is developer-built must be built on either Parcel 1, 2, 3, 4, 5, or 6. Any Affiliated Project that is developer-built may utilize government financing in the form of CDLAC with 4% LIHTC, but no other form of government financing without the approval of MOHCD. There is no minimum parking requirement for such project, but any use of the podium space shall be programmed in consultation with MOHCD and subject to the approved of MOHCD. Any affordable units in such project will adhere to the rules and requirements of Section 415 and the Procedures Manual.

In the case of an Affiliated Project that is developer-built that becomes a 100% rental project, the parcel where the 100%-affordable Affiliated Project is located, or that parcel's air rights if the parcel's podium is shared with that of an adjacent parcel, shall be owned by the City. In the case of a rental project, Developer shall select a developer that has experience with low-income tax credit programs, tax exempt bonds, and the development and asset management of affordable housing in San Francisco. Such developer choice shall be subject to the approval of MOHCD, which shall not be unreasonably withheld.

In the case of an Affiliated Project that is developer-built that becomes an ownership project, the land or any air rights will not be owned by the City.

In the case of an Affiliated Project that is developer-built that is less than 100% affordable, the land or any air rights will not be owned by the City in either the case of an ownership or rental project.

For any Affiliated Project built by the Developer, the City reserves the right to place households within the units within the Affiliated Project. If the City opts to place a household in an Affiliated Project and that household does not meet the income threshold specified for the Inclusionary Housing Program and/or requires additional financial assistance and/or services, the City will pay any difference in such costs to the owner of the Affiliated Project. The bedroom count within the Affiliated Project must average at least two bedrooms per unit. Any Affiliated Project must adhere to the Quality Standards for Off-site BMR Units as set forth in the City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual ("Procedures Manual"), as amended from time to time. Such rules are not required for an Affiliated Project that is a land dedication.

In the case of any land dedication, the dedicated site must be sized based on either a Modified Type III or Type V over I construction type.

2. Permitted Updates; No Conflicts. Notwithstanding the foregoing, the Parties shall implement the Inclusionary Housing Program Requirement in accordance with the provisions of Planning Code Section 415 and the Procedures Manual, as published by MOHCD and as updated from time to time, except for any updates or changes that conflict with the requirements of this

Agreement as set forth in Section 2.2.2. In addition, the following changes shall be deemed to conflict with this Agreement and therefore shall not apply to the Project Site: (i) any increase in the required number or percentage of BMR Units; (ii) any change in the minimum or maximum area median income (AMI) percentage levels for the BMR Units pricing or income eligibility; (iii) any change in the permitted On-site to Off-site or Affordable Housing Fee ratio as set forth in this Agreement and (iv) any change that conflicts with the express provisions of this Section 4.2. The income levels used for pricing and selling any BMR units shall be based on the unadjusted median income levels derived from the Department of Housing and Urban Development on an annual basis for the San Francisco area, adjusted solely for household size, but not high housing cost area.

3. Satisfaction of Inclusionary Housing Program Requirement. The Parties acknowledge that the satisfaction of the Inclusionary Housing Requirement for any Principal Project must occur before or concurrently with the construction of new Principal Project Market Rate Units. To ensure the foregoing policy goal is met, Developer shall submit a written intent to the San Francisco Planning Department and MOHCD before each phase approval indicating the manner in which the Inclusionary Housing Requirement will be satisfied with respect to each Principal Project within each phase, which may include (i) construction of BMR Units within the Principal Project; (ii) construction of BMR Units within up to one building with more than 20% BMR units within that Development Phase; (iii) attribution of excess units in a building that was completed in a previous phase; (iv) payment of the Affordable Housing Fee, but only for a limited portion of the Inclusionary Housing Program requirement, such that the number of On-site affordable housing units is no less than 10% of total completed Principal Project units at any given time; (v) construction of BMR Units outside of the boundaries of the Project Site through the Off-site option as set forth in Planning Code Section 417.7 and the Procedures Manual, such that the number of On-site affordable housing units is no less than 10% of total completed Principal Project units at any given time; and, (vi) dedication to the City of a development-ready parcel, with utilities and all other site preparation complete and entitled for housing that is equivalent in size and quality to the Principal Project(s) seeking approvals within the same development phase, following the rules and requirements set forth in the Procedures Manual but for rules regarding the amount of land to be dedicated. Any land dedication proposal is subject to approval from MOHCD.

BMR units delivered through options (i), (ii), or (iii) may satisfy a Principal Projects' Inclusionary Housing Program requirement by providing BMR units On-site at a rate that equals 15% of the total units in the Principal Project. Option (iv) may satisfy a Principal Project's Inclusionary Housing Program requirement at a rate that equals 20% of the Principal Project's units and option (v) may satisfy a Principal Project's Inclusionary Housing Program requirement at a rate that equals 23% of the Principal Project's units. Under option (vi), three (3) units of Development Capacity will be considered equivalent to one (1) complete BMR unit as delivered through option (i), (ii), or (iii), where Development Capacity is defined as the total number housing units entitled under the Site's current zoning and design controls, provided that the average entitled unit size is equivalent to that of the Principal Project(s) seeking approvals within the same development phase.

The location and the minimum and maximum number of BMR Units in each Principal Project and Affiliated Project (or the satisfaction of the Inclusionary Housing Program Requirement through payment of the Affordable Housing Fee as permitted by this Agreement) shall be subject to the review and approval of the San Francisco Planning Department and the Director of MOHCD, which approval shall not be unreasonably withheld but shall be consistent with the practices and policies of the San Francisco Planning Department and MOHCD in other areas of the City and consistent with the terms of this Development Agreement; *provided, however*, that no more than fifteen percent (15%) of the units within a building other than the Affiliated Project may be BMR Units, unless the building is utilizing CDLAC and 4% LIHTC, in which case no more than twenty percent (20%) of the units may be BMR units.

If the approved manner of satisfying the Inclusionary Housing Program requirement for a Principal Project is to construct On-site Units in buildings other than the Affiliated Project, those units must have received their First Certificate of Occupancy before or concurrently with issuance of the First Certificate of Occupancy for the corresponding Principal Project.

If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes the construction of BMR units in an Affiliated Project, such units in the Affiliated Project must have received their First Certificate of Occupancy before or concurrently with issuance of the First Certificate of Occupancy for the corresponding Principal Project unless the Developer has delivered to the City a security instrument guaranteeing the completion of the BMR units within 12 months of the receipt of the First Certificates of Occupancy. This security instrument shall be a letter of credit or an equivalent security instrument to the satisfaction of MOHCD.

If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes the dedication of land to the City within the Project Site, any dedicated land must be conveyed before the issuance of the First Construction Document for the corresponding Principal Project. If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes the payment of the Affordable Housing Fee, then the payment of such Affordable Housing Fee must be made before the issuance of the First Construction Document for the Principal Project. If the approved manner of satisfying the Inclusionary Housing Program Requirement for a Principal Project includes construction of BMR Units outside of the boundaries of the Project Site, those units must have received their First Certificate of Occupancy before or concurrently with issuance of the First Certificate of Occupancy for the corresponding Principal Project.

Exhibit L

Infrastructure Plan

Exhibit N
Subdivision Requirements

Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Agreement to which these Subdivision Requirements are attached.

Subdivision Requirements. Notwithstanding the City's Subdivision Code, the following provisions shall apply to subdivision within the area covered under this Agreement. In the case of a conflict between these provisions and this Agreement, this Agreement shall prevail. For purposes of this Section, DPW Director shall also mean City Engineer and County Surveyor, unless provided otherwise.

1. Public Improvements.

(a) General. Public Improvements listed in this Section shall (where provided) meet the design and construction standards in the Existing Standards and any non-conflicting Future Changes to Existing Standards.

(b) Streets.

(1) Dedicated Public Streets. A subdivision and each lot, parcel, and unit thereon shall have direct access to a public right-of-way. Title to a new or widened public right-of-way shall be conveyed to the City by proper deed at the time provided for in this Agreement.

(2) Private Streets. Easements for government facilities in private streets and other private areas shall meet the requirements of Section 5 of these Subdivision Requirements.

(c) Frontage Improvements. The frontage of each lot shall be improved to the geometric section specified by the DPW Director in accordance with the Existing Standards and any non-conflicting Future Changes to Existing Standards and the street structural section, curbs, sidewalks, planting areas, driveway approaches and transitions in accordance with the Subdivision Regulations.

(d) Pedestrian Ways. Pedestrian ways shall be required in accordance with Existing Standards and any non-conflicting Future Changes to Existing Standards.

(e) Sanitary and Drainage Facilities. The Subdivider shall provide sanitary and drainage facilities consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards unless this Agreement specifically provides otherwise. When connected to City facilities, such facilities will serve adequately all lots, dedicated areas and all other areas comprising the subdivision.

(f) Fire Protection. The Subdivider shall provide for the installation of fire hydrants and other appurtenances and facilities needed for adequate fire protection consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards.

(g) Street Lighting. The Subdivider shall provide street lighting facilities along all streets, alleys and pedestrian ways consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards.

(h) Fencing. An approved fence may be required on parcels or lots within the subdivision adequate to prevent unauthorized access between the subdivided property and adjacent properties.

(i) Transportation Infrastructure. The Subdivider shall provide all transportation infrastructure consistent with the Existing Standards and any non-conflicting Future Changes to Existing Standards unless this Agreement specifically provides otherwise.

(j) Other Improvements. Other improvements may be required including, but not limited to, grading, dry utilities, open space parcel improvements, temporary fencing, signs, street lines and markings, street trees and shrubs, street furniture, landscaping, monuments, bicycle facilities, and smoke detectors, or fees in lieu of any of the foregoing, shall also be required as determined by the DPW Director in consultation with the Planning Director, but only to the extent consistent with Existing Standards and any non-conflicting Future Changes to Existing Standards, and the General Plan.

2. Utilities.

The Subdivider shall provide or cause to be provided a water system, connected to the San Francisco Public Utilities Commission's water distribution system as well as all other required public facilities as set forth in the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement. The Subdivider shall also provide electric, gas and communication services connected to the appropriate public utility's distribution system.

3. Beautification.

(a) Undergrounding of Utilities. All new utility lines shall be undergrounded as specified in Article 18 of the Public Works Code.

(b) Street Trees and Landscaping. Trees planted along a public street, within the right-of-way, and all landscaping within said right-of-way shall conform to the requirements of the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement. In the case of all newly constructed subdivisions, the Subdivider shall provide street trees and landscaping conforming to the policies of the General Plan, Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement. Provisions shall be made for maintenance of said trees.

(c) Open Areas on Private Property. When required pursuant to the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement, the Subdivider shall provide for the landscaping of open areas on private property and provision shall be made for the maintenance thereof. Such open areas shall be restricted to such use in accordance with the Basic Approvals and this Agreement.

4. Parkland Dedication.

Park and open space improvements and dedications shall be provided as required by the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement, and in conformance with the standards set forth therein and subject to the approval of the DPW Director and other affected City agencies.

5. Easements.

Easements for City utilities and City facilities, such as sanitary and drainage facilities, fire protection facilities and City-owned street lighting facilities shall be for the use of such governmental facilities, with the right of immediate access to the utilities and facilities by the City.

6. Monuments.

The location and installation of survey monuments shall conform to the standards in the Subdivision Regulations. When such monuments are "tied" to the City or State monuments, for which coordinates of the California Coordinate System are available, the corresponding coordinates for such monuments shall be determined and recorded. The location of survey monuments shall be shown on the Final Map. In the event all survey monuments are not installed prior to filing of the Final Map or Parcel Map a monument bond shall be filed at that time.

7. General Improvement Requirements.

(a) The Subdivider shall provide for the construction and installation of all Public Improvements in the subdivision in accordance with the Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement.

(b) Notwithstanding any provision of the Public Works Code to the contrary, a Subdivider or applicant may request from the DPW Director a street improvement permit to initiate the construction of Public Improvements independent of or as part of the approval of a Final Map or Parcel Map. Said permit shall comply with the applicable provisions of the Subdivision Code and any additional provisions set forth in this Agreement. In addition, all such permits shall comply with the provisions of Public Works Code Sections 2.3.1 et seq., if such provisions are applicable to the work contemplated under the permit. Fees for said permits shall be according to the Public Works Code Sections 2.1 et seq. unless modified by the Existing Standards and any non-conflicting Future Changes to Existing Standards.

8. Improvement Plans.

(a) Following approval of the Tentative Map and prior to filing of the Final Map, the Subdivider's engineer shall submit grading and construction plans for any required Public Improvements to the DPW Director for approval.

(b) Improvement plans including grading plans and an erosion control plan, as appropriate, shall be prepared under the direction of a qualified and duly licensed professional civil engineer registered in the State of California.

(c) Improvement plans shall conform to the Subdivision Regulations regarding format, size and contents.

(d) Any specifications supplementing DPW's Standard Specifications shall be considered a part of the improvement plans.

(e) The improvement plans shall reflect the Public Improvement required in accordance with this Agreement or any amendments thereto.

(f) The DPW Director shall act upon and review improvement plans within the time periods specified in Section 66456.2 of the Subdivision Map Act. This time limit may be extended by mutual agreement. The DPW Director shall send a copy of the improvement plans to all affected City agencies for their review and approval. The DPW Director's review of the improvement plans shall conform with the Existing Standards and any non-conflicting Future Changes to Existing Standards.

9. Construction.

(a) No construction of Public Improvements shall commence until improvement plans have been approved by the DPW Director and affected City agencies, and appropriate City permits have been issued. Prior to issuance of any such permits, the Subdivider shall provide easements or obtain easements from third parties to allow for the City to complete construction of Public Improvements on private property should the Subdivider fail to do so and to allow for public use, if necessary, prior to City acceptance of such Public Improvements. Also, prior to issuance of any such permits, the Subdivider shall provide an irrevocable offer of dedication of private property in fee title, including grant deeds, or obtain an irrevocable offer of dedication of private property in fee title from third parties where said property is designated for use as future public right-of-way in accordance with this Agreement and the Basic Approvals. The Subdivider, at the City's option, shall provide an irrevocable offer of dedication for private property in fee title, including grant deeds, or obtain an irrevocable offer of dedication for private property in fee title from third parties where Public Improvements will be constructed on said property. In addition, Subdivider also shall provide an irrevocable offer of dedication of any Public Improvements constructed pursuant to this Agreement and the Basic Approvals.

(b) Notwithstanding Administrative Code Chapter 23, the Director of Property is authorized to enter into easements for a term of five (5) years or less for purposes of Subsection (a) above or other purposes associated with construction and use of Public Improvements as set forth in this Agreement.

(c) Construction of Public Improvements that are to be accepted by the City as Public Improvements or for public maintenance and liability purposes shall be subject to inspection by the DPW Director and the City agency that will assume jurisdiction over the Public Improvement. The Subdivider is responsible for paying the applicable engineering inspection fee as specified in the Public Works Code.

(d) Any work done by the Subdivider prior to issuance of appropriate City permits or approval of improvement plans, including changes thereto, or without the inspection and testing

required by the DPW Director is subject to rejection. Such work shall be deemed to have been done at the risk and peril of the Subdivider.

(e) The design and layout of all required improvements, both on-site and off-site, private and public, shall conform to the Basic Approvals, the Existing Standards and any non-conflicting Future Changes to Existing Standards, and Tentative Map conditions consistent therewith.

(f) Installation of Underground Facilities. All underground facilities including sanitary and drainage facilities, and duct banks, and excepting survey monuments installed in streets, alleys, or pedestrian ways shall be constructed, by the Subdivider and inspected and approved by the DPW Director, prior to the surfacing of such street, alley or pedestrian way. Service connections for all underground utilities and sewers shall be laid to such length as will in the DPW Director's opinion obviate disturbing the street, alley, or pedestrian way improvements when service connections are completed to properties in the subdivision.

10. Failure To Complete Improvements Within Agreed Time.

The improvement agreement shall include provisions consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement regarding extensions of time and remedies when improvements are not completed within the agreed time.

11. Revision To Approved Plans.

Requests by the Subdivider for revisions to the approved improvement plans shall be submitted in writing to the DPW Director and shall be accompanied by drawings showing the proposed revision. If the revision is acceptable to the DPW Director and any affected City agency and consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and the Tentative Map, the DPW Director shall initial the revised plans. Construction of any proposed revision shall not commence until revised plans have been received and approved by the DPW Director and any affected City agency.

12. Improvement Agreement.

(a) General. This Section shall apply only to Public Improvements that have not been completed or conditions that have not been fulfilled prior to filing a Parcel or Final Map. An agreement (the "improvement agreement ") shall be approved by the DPW Director, approved as to form by the City Attorney, and executed by the DPW Director on behalf of the City. The improvement agreement shall be consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and the Tentative Map and shall provide for:

(1) Construction of all Public Improvements required pursuant to the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and conditions imposed on the Tentative Map or Parcel Map consistent therewith, including any required off-site improvements, within the time specified by Section 13;

(2) Satisfaction of conditions precedent to the transfer of title to the City of all land and improvements required to be dedicated to or acquired by the City, if the City elects to defer transfer of title until after the Public Improvements have been completed consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and this Agreement, including any approved title exceptions as defined therein, which are or shall be specified in this Agreement;

(3) Payment of inspection fees in accordance with applicable City regulations, consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards;

(4) Improvement security as required by Section 15;

(5) Maintenance and repair of any defects or failures of the required Public Improvements, and to the extent feasible, removing their causes, prior to acceptance of the Public Improvements by the City;

(6) Release and indemnification of the City from all liability incurred in connection with the construction and design of Public Improvements and payment of all reasonable attorneys' fees that the City may incur because of any legal action or other proceeding arising from the construction, except release and indemnification disallowed under the Subdivision Map Act or any other State or federal law pursuant to the procedures provided in the Subdivision Map Act;

(7) Payment by Subdivider of all costs and reasonable expenses and fees, including attorneys' fees, incurred in enforcing the obligations of the improvement agreement;

(8) Any other deposits, reimbursements, fees or conditions as required by City regulations consistent with Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, and as may be required by the Director;

(9) Any other provisions required by the City as reasonably necessary to effectuate the purposes and provisions of the Subdivision Map Act, the Basic Approvals, and Existing Standards and any non-conflicting Future Changes to Existing Standards, in accordance with this Agreement.

(b) Any improvement agreement, contract or act required or authorized by the Subdivision Map Act or this Agreement for which security is required, shall be secured in accordance with Section 66499 et seq. of the Subdivision Map Act and this Agreement.

13. Completion Of Improvements.

(a) The Public Improvements for subdivisions of five or more parcels which are not otherwise required to be completed prior to recordation of a Final Map, shall be completed by the Subdivider within the time specified in an improvement agreement which is consistent with the Basic Approvals, Existing Standards and any non-conflicting Future Changes to Existing Standards, this Agreement, and the Tentative Map.

(b) The completion of Public Improvements for subdivisions of four or fewer parcels which are not otherwise required to be completed prior to recordation of a Parcel Map or Final Map may be deferred until a permit or other grant of approval for the development of any parcel within the subdivision is applied for, unless the completion of the Public Improvements is found to be necessary pursuant to this Agreement, for public health or safety, or for the orderly development of the surrounding area, in which case the improvement agreement shall specify a time for completion. If any required Public Improvements are not completed at the time of recordation of a Parcel Map or Final Map for four or fewer parcels, an improvement agreement is required pursuant to this Agreement. This finding shall be made by the DPW Director, after consultation with appropriate City agencies. The specified date for completion of the Public Improvements, when required, shall be stated in the improvement agreement. Public Improvements shall be completed in accordance with the improvement agreement.

(c) Completion dates may be extended by the DPW Director according to the following procedures:

(1) The Subdivider must request an extension in writing, stating adequate evidence to justify the extension, by letter to the DPW Director. The request shall be made not less than 30 days prior to expiration of the improvement agreement. The Director may grant such extensions, subject to the terms of the improvement agreement.

(2) The DPW Director may condition approval of an extension agreement upon the following:

(i) Revised improvement construction estimates to reflect current improvement costs as approved by the DPW Director;

(ii) Increase of improvement securities in accordance with revised construction estimates;

(iii) Inspection fees may be increased to reflect current construction costs but shall not be subject to any decrease or refund; and,

(iv) Conditions that the DPW Director deems necessary to assure the timely completion of Public Improvements.

(3) If authorized by the DPW Director, the Subdivider shall enter into an improvement agreement extension ("extension agreement") with the City. The extension agreement shall be approved by the DPW Director and the City Attorney, and executed by the Director and the Subdivider.

(4) The costs incurred by the City in reviewing and processing the extension agreement shall be paid by the Subdivider at actual cost.

(d) Should the Subdivider fail to complete the Public Improvements within the specified time, or correct all deficiencies within the time specified for completion, the City may, by resolution of the Board of Supervisors and at its option, cause any or all uncompleted Public Improvements to be completed and all uncorrected deficiencies to be corrected, and the

Subdivider and parties executing the security or securities shall be firmly bound for the payment of all necessary costs.

(e) As-Built Plans. Upon completion of the Public Improvements, the Subdivider shall submit to the DPW Director a reproducible set of as-built improvement plans in the format the DPW requests.

14. Acceptance Of Improvements.

(a) General. With respect to all subdivisions, when any deficiencies in the required Public Improvements have been corrected, as-built improvement plans submitted, and the City Engineer, upon written request from the Subdivider, issues a Notice of Completion, the completed Public Improvements shall be considered by the Director for acceptance.

(b) Acceptance. If the Public Improvements have been completed to the satisfaction of the DPW Director and the affected City agencies, and are ready for their intended use, the Director shall provide the Board of Supervisors with a written certificate to that effect, and the Public Improvements shall be accepted by the Board of Supervisors, by ordinance, subject to the provisions of San Francisco Administrative Code Section 1.52. Acceptance of the improvements shall imply only that the improvements have been completed satisfactorily, are ready for their intended use, and that Public Improvements have been accepted for public use. Acceptance of any Public Improvement shall not effect a waiver of any rights the City may have as to warranties and construction defects.

(c) Warranty Periods.

(1) Pump Station and Stormwater Management System Warranty. The Subdivider shall warranty each pump station and the stormwater management system for three years after the City Engineer issues its Notice of Completion for said pump station. The General Manager of the SFPUC also shall approve any Notice of Completion issued under this Subsection.

(2) Warranty for all other Public Improvements. Other than as provided in (c)(1) above and in Section 3.7.7 of this Agreement, the Subdivider shall warranty all Public Improvements for two years after the City Engineer issues its Notice of Completion for said Infrastructure unless the City agency with jurisdiction over the Public Improvement authorizes a shorter warranty period. To the extent the Public Improvement is within SFMTA jurisdiction, the appropriate SFMTA official also shall approve any Notice of Completion issued under this Subsection.

(3) Subdivider's liability pursuant to the warranties in Subsections (c)(1) and (2) above shall cover latent defects and defective material or workmanship, and shall not extend to ordinary wear and tear or harm or damage from improper maintenance or operation of the Public Improvement by a City agency or the City agency's agent.

15. Security For Improvements.

(a) The requirements of this Section apply to all improvement agreements.

(b) No Final Map or Parcel Map shall be signed by the DPW Director or recorded until all improvement securities required by this Article in the form prescribed by the City pursuant to Government Code Section 66499 et seq., have been received and approved.

(c) A performance bond or other acceptable security as provided in Section 66499 of the Government Code in the amount of 100 percent of the estimated cost of completion of the construction or installation of all Public Improvements, as determined by the DPW Director, shall be required of all subdivisions to secure satisfactory performance of those obligations. As a guarantee of payment for the labor, materials, equipment and services required, a payment bond or other acceptable security shall be required for 50 percent of the estimated cost of completion of the Public Improvements as determined by the DPW Director. For purposes of the preceding sentences, the "estimated cost of completion" shall include all costs of remediating any hazardous materials as necessary to permit completion of the required Public Improvements, unless those costs are otherwise secured as provided in this Agreement.

(d) The security shall be released or reduced upon completion of construction as follows:

(1) The security shall be reduced to no less than 10 percent of the original amount for the purpose of guaranteeing repair of any defect in the improvements which occurs within one year of when: (i) the Public Improvements have been deemed complete to the satisfaction of the City Engineer and DPW Director; and (ii) the Clerk of the Board of Supervisors certifies that no claims by any contractor, subcontractor or person furnishing labor, materials or equipment for the required Public Improvements have been filed against the City prior to or within a 100-day period following completion of the Public Improvements.

(2) If any claims by any contractor, subcontractor or person furnishing labor, materials or equipment to the Subdivider have been filed against the City, then the performance security shall only be reduced to an amount equal to the amount of all such claims filed or to 10 percent of the original amount, whichever is greater.

(3) The security may be reduced in conjunction with completion of a portion of the Public Improvements to the satisfaction of the DPW Director, to an amount determined by the Director; however, in no event shall the amount of the security be reduced below the greater of (i) the amount required to guarantee the completion of the remaining portion of Public Improvements and any other obligation imposed by the Subdivision Map Act, this Code or the improvement agreement; or (ii) below 10 percent of the original amount of the security.

(4) The security shall be released when all of the following have occurred:

(i) One year has passed since the date of acceptance by the Board of Supervisors, or one year has passed since the date that all deficiencies that the DPW Director identifies in the required Public Improvements have been corrected or waived in writing; and

(ii) If any claims identified in Subsection (d)(1)(ii) have been filed against the City, all such claims have been satisfied or withdrawn, or otherwise secured.

16. Monument Bonds.

As a guarantee of good faith to furnish and install the required survey monuments and to pay the Subdivider's engineer or surveyor for said work, the Subdivider shall furnish a corporate surety bond or other acceptable security for an amount equal to 100 percent of the estimated cost of such work. Such work shall consist of satisfactorily furnishing and installing the said survey monuments and of accurately fixing exact survey points thereon.

17. Payment Of Taxes And Liens.

Prior to recordation of a Final Map or Parcel Map, the Subdivider shall comply with all applicable provisions governing taxes and assessments as set forth in Sections 66492, 66493 and 66494 of the Subdivision Map Act and any amendments thereto.

18. Term of Tentative Maps.

Upon approval of any Tentative Map at the Project Site, the term of such Tentative Map shall be extended until the expiration or termination of the Development Agreement notwithstanding any other City law, provided that approvals obtained in the last 5 years of the term of the Development Agreement shall extend for the greater of (a) the term of the Development Agreement or (b) the maximum applicable time provided for under City law. Notwithstanding anything in Section 66474.2 of the Subdivision Map Act or the City's Subdivision Code to the contrary, it shall be a condition to the approval of any Tentative Map, that the ordinances, policies and standards applicable to the Tentative Map shall be the Existing Standards and any applicable Future Changes to Existing Standards permitted under the Development Agreement.

Exhibit O
San Francisco Administrative Code sections 56.17 and 56.18

SEC. 56.17. PERIODIC REVIEW.

(a) **Time for and Initiation of Review.** The Director shall conduct a review in order to ascertain whether the applicant/developer has in good faith complied with the development agreement. The review process shall commence at the beginning of the second week of January following final adoption of a development agreement, and at the same time each year thereafter for as long as the agreement is in effect. The applicant/developer shall provide the Director with such information as is necessary for purposes of the compliance review.

Prior to commencing review, the Director shall provide written notification to any party to a collateral agreement which the Director is aware of pursuant to Sections 56.11(a) and (d), above. Said notice shall summarize the periodic review process, advising recipients of the opportunity to provide information regarding compliance with the development agreement. Upon request, the Director shall make reasonable attempts to consult with any party to a collateral agreement if specified terms and conditions of said agreement have been incorporated into the development agreement. Any report submitted to the Director by any party to a collateral agreement, if the terms or conditions of said collateral agreement have been incorporated into the development agreement, shall be transmitted to the Commission and/or Board of Supervisors.

(b) **Finding of Compliance by Director.** If the Director finds on the basis of substantial evidence, that the applicant/developer has complied in good faith with the terms and conditions of the agreement, the Director shall notify the Commission and the Board of Supervisors of such determination, and shall at the same time cause notice of the determination to be published in the official newspaper and included on the Commission calendar. If no member of the Commission or the Board of Supervisors requests a public hearing to review the Director's determination within 14 days of receipt of the Director's notice, the Director's determination shall be final. In such event, the Director shall issue a certificate of compliance, which shall be in recordable form and may be recorded by the developer in the official records. The issuance of a certificate of compliance by the Director shall conclude the review for the applicable period.

(c) **Public Hearing Required.** If the Director determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the development agreement, or otherwise determines that the public interest would be served by further review, or if a member of the Commission or Board of Supervisors requests further review pursuant to Subsection (b) above, the Director shall make a report to the Commission which shall conduct a public hearing on the matter. Any such public hearing must be held no sooner than 30 days, and no later than 60 days, after the Commission has received the Director's report. The Director shall provide to the applicant/developer (1) written notice of the public hearing scheduled before the Commission at least 30 days prior to the date of the hearing, and (2) a copy of the Director's report to the Commission on the date the report is issued.

(d) **Findings Upon Public Hearing.** At the public hearing, the applicant/developer must demonstrate good faith compliance with the terms of the development agreement. The Commission shall determine upon the basis of substantial evidence whether the applicant/developer has complied in good faith with the terms of the development agreement.

(e) **Finding of Compliance by Commission.** If the Commission, after a hearing, determines on the basis of substantial evidence that the applicant/developer has complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall instruct the Director to issue a certificate of compliance, which shall be in recordable form, may be recorded by the applicant/developer in the official records, and which shall conclude the review for that period; provided that the certificate shall not be issued until after the time has run for the Board to review the determination. Such determination shall be reported to the Board of Supervisors. Notice of such determination shall be transmitted to the Clerk of the Board of Supervisors within three days following the determination. The Board may adopt a motion by majority vote to review the decision of the Planning Commission within 10 days of the date after the transmittal. A public hearing shall be held within 30 days after the date that the motion was adopted by the Board. The Board shall review all evidence and testimony presented to the Planning Commission, as well as any new evidence and testimony presented at or before the public hearing. If the Board votes to overrule the determination of the Planning Commission, and refuses to approve issuance of a certificate of compliance, the Board shall adopt written findings in support of its determination within 10 days following the date of such determination. If the Board agrees with the determination of the Planning Commission, the Board shall notify the Planning Director to issue the certificate of compliance.

(f) **Finding of Failure of Compliance.** If the Commission after a public hearing determines on the basis of substantial evidence that the applicant/developer has not complied in good faith with the terms and conditions of the agreement during the period under review, the Commission shall either (1) extend the time for compliance upon a showing of good cause; or (2) shall initiate proceedings to modify or terminate the agreement pursuant to Section 56.18.

SEC. 56.18. MODIFICATION OR TERMINATION.

(a) If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, determines that modification of the agreement is appropriate or that the agreement should be terminated, the Commission shall notify the applicant/developer in writing 30 days prior to any public hearing by the Board of Supervisors on the Commission's recommendations.

(b) **Modification or Termination.** If the Commission, upon a finding pursuant to Subdivision (f) of Section 56.17, approves and recommends a modification or termination of the agreement, the Board of Supervisors shall hold a public hearing to consider and determine whether to adopt the Commission recommendation. The procedures governing Board action shall be the same as those applicable to the initial adoption of a development agreement; provided, however, that consent of the applicant/developer is not required for termination under this section.

SEC. 56.3. DEFINITIONS.

...

(d) "Commission" shall mean the City Planning Commission.

Exhibit P
Form of Assignment and Assumption Agreement

RECORDING REQUESTED BY
CLERK OF THE BOARD OF SUPERVISORS
OF THE CITY AND COUNTY OF SAN FRANCISCO

(Exempt from Recording Fees
Pursuant to Government Code
Section 27383)

AND WHEN RECORDED MAIL TO:

Gloria L. Young
Clerk of the Board of Supervisors
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

ASSIGNMENT AND ASSUMPTION AGREEMENT
RELATIVE TO
DEVELOPMENT AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (hereinafter, the "**Assignment**") is entered into this ____ day of _____, _____, by and between VISITACION DEVELOPMENT, LLC, a California limited liability company ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. On _____, _____, Assignor and the City and County of San Francisco, a political subdivision and municipal corporation of the State of California (the "**City**"), entered into that certain Development Agreement by and between the City and County of San Francisco and Visitacion Development, LLC, a California limited liability company relative to the development known as the Schlage Lock Development Project (the "**Development Agreement**") with respect to certain real property owned by Assignor, as such property is more particularly described in the Development Agreement (the "**Subject Property**"). The Development Agreement was recorded in the Official Records of the City and County of San Francisco on _____ as Document No. _____.

B. Assignor intends to convey certain real property as more particularly identified and described on Exhibit A attached hereto (hereafter the "**Assigned Parcel**") to Assignee. The Assigned Parcel is subject to the Development Agreement.

C. Assignor desires to assign and Assignee desires to assume Assignor's right, title, interest, burdens and obligations under the Development Agreement with respect to and as related to the Assigned Parcel, as more particularly described below.

ASSIGNMENT AND ASSUMPTION

NOW, THEREFORE, Assignor and Assignee hereby agree as follows:

1. Initially capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Development Agreement.

2. Assignor hereby assigns to Assignee, effective as of Assignor's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel, including the following obligations:

   a. [_____]

   b. [_____]

   Assignor retains all the rights, title, interest, burdens and obligations under the Development Agreement with respect to all other portions of the Subject Property owned by Assignor.

3. Assignee hereby assumes, effective as of Assignor's conveyance of the Assigned Parcel to Assignee, all of the rights, title, interest, burdens and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel and agrees to observe and fully perform all the duties and obligations of Assignor under the Development Agreement with respect to the Assigned Parcel (including but not limited to those set forth in paragraph 2 above), and to be subject to all the terms and conditions thereof with respect to the Assigned Parcel. The parties intend that, upon the execution of this Agreement and conveyance of the Assigned Parcel to Assignee, Assignee shall become substituted for Assignor as the "Developer" under the Development Agreement with respect to the Assigned Parcel.

4. Assignee hereby consents to, makes, and expressly reaffirms any and all Indemnifications and releases of the City set forth in the Development Agreement including without limitation Section 6.10 of the Development Agreement.

5. Assignee hereby covenants and agrees that:

   a. Assignee agrees to all of the provisions of Article 4 of the Development Agreement, including but not limited to the nonapplicability of the Costa-Hawkins Act. Assignee shall not challenge the enforceability of any provision or requirement of the Development Agreement, including but not limited to the provisions and waivers set forth in Article 4 of the Development Agreement with respect to the Costa-Hawkins Act (California Civil Code section 1954.50 *et seq.*);

   b. Assignee shall not sue the City in connection with (i) any and all disputes between Assignor and Assignee arising from this Assignment or the Development Agreement,

(ii) any failure to complete all or any part of the Project by any party, or (iii) any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement;

c. Assignee shall Indemnify the City and its officers, agents and employees from, and if requested, shall defend them against any and all Losses resulting directly or indirectly from (i) any dispute between Assignor and Assignee arising from this Assignment or the Development Agreement, (ii) any failure to complete all or any part of the Project by any party, or (iii) any harm resulting from the City's refusal to issue further permits or approvals to a defaulting party under the terms of the Development Agreement.

6. All of the covenants, terms and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. The notice address for Assignee under Section 13.11 of the Development Agreement shall be:

_____
_____
_____
Attn: _____
Tel: _____
Fax: _____

With copy to:

_____
_____
_____
Attn: _____
Tel: _____
Fax: _____

8. This Assignment may be executed in as many counterparts as may be deemed necessary and convenient, and by the different parties hereto on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

9. This Assignment and the legal relations of the parties hereto 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.

10. [*add transfer of bonds or security, if applicable*]

11. Nothing in this Agreement changes the terms of the Development Agreement. In the event of any conflict between the terms of this Agreement and the terms of the Development Agreement, the terms of the Development Agreement shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE FOLLOWS]

IN WITNESS HEREOF, the parties hereto have executed this Assignment as of the day and year first above written.

ASSIGNOR:

VISITACION DEVELOPMENT, LLC, a California limited liability company

By:

ASSIGNEE:

_____,
a _____

By: _____

Its: _____

CONSENT:

City and County of San Francisco, a municipal corporation

By: _____
Planning Director

[All Signatures must be Acknowledged]

STATE OF CALIFORNIA

SS.

COUNTY OF

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

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

WITNESS my hand and official seal Signature

My commission expires

STATE OF CALIFORNIA

SS.

COUNTY OF

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

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

WITNESS my hand and official seal Signature

My commission expires

EXHIBIT Q **TEMPLATE NSR**

RECORDING REQUESTED BY:)
)
And When Recorded Mail To:)
)
Name:)
)
Address:)
)
City:)
)
State: California) Space Above this Line For Recorder's Use

I (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

BEING ASSESSOR'S BLOCK: ; LOT: ,

COMMONLY KNOWN AS: the Old Office Building

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions of approval pursuant to Motion No. ___, Case No. 2006.1308EMTZ approved by the Planning Commission of the City and County of San Francisco on June 4, 2014, and are conditions that had to be so attached in order that said application should be approved under the Development Agreement for the Schlage Lock Development Project (the "Development Agreement").

The restrictions and conditions of which notice is hereby given are:

Whenever "Project Sponsor" is used in the following conditions, the conditions shall also bind any successor to the Project or other persons having an interest in the Project or underlying property.

Conditions

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

1. The Project Sponsor shall comply with rehabilitating and reserving a minimum of twenty-five (25) percent of net leasable floor area in the Old Office Building for Community Uses, as defined in Section 4.6 of the Development Agreement, for a minimum of 15 years from the issuance of the Certificate of Occupancy for the Old Office Building.

2. The Rehabilitation and Community Use requirements for the Old Office Building are incorporated into this Notice of Special Restrictions, as stated in Section 4.6 of the Development Agreement.

Monitoring and Violation

3. Violation of the conditions noted above may be subject to relevant enforcement provisions of the Development Agreement or any other relevant provisions of the Planning Code including abatement procedures and fines up to $500 per day.

4. Should the monitoring of the conditions of approval contained in this Notice of Special Restriction (NSR) be required, the Project Sponsor or successor's shall pay fees as established in Planning Code Section 351(e)(1).

5. If project applicant fails to comply with the terms of this NSR, the Director of Building Inspection shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance.

6. A project applicant's failure to comply with these requirements shall also constitute cause for the City to record a lien against the development project.

7. Upon approval of the Final Map consistent with the Development Agreement, the Project Sponsor shall record this NSR on the Historic Office Building parcel described in the Development Agreement. The Project Sponsor shall promptly provide a copy of the recorded NSR to the Department and to any other monitoring agency.

8. This NSR and the restrictions contained herein may not be subordinated to any other liens or restrictions except as allowed by the Planning Code.

9. Should implementation of this Project result in complaints from neighborhood residents or business owners and tenants, which are not resolved by the Project Sponsor and are subsequently reported to the Zoning Administrator and found to be in violation of the City Planning Code and/or the specific Development Agreement or Conditions of Approval for the Project, the Zoning Administrator shall report such complaints to the City Planning Commission which may thereafter hold a public hearing on the matter in accordance with the hearing notification and conduct procedures as set forth in Sections 174, 306.3 and 306.4 of the Code to consider revocation of any associated building permits.

10. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

NOTICE OF SPECIAL RESTRICTIONS UNDER THE PLANNING CODE

The use of said property contrary to these special restrictions shall constitute a violation of the Development Agreement and the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless the terms of the Development Agreement are modified by the Project Sponsor and the City and notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ **at** _____, **California.**
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ **at** _____, **California.**
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ **at** _____, **California.**
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

The property referred to in this Notice of Special Restrictions is situated in the State of California, City and County of San Francisco, and is described more particularly as follows:

EXHIBIT R **TEMPLATE NSR**

RECORDING REQUESTED BY:)
)
And When Recorded Mail To:)
)
Name:)
)
Address:)
)
City:)
)
State: California) Space Above this Line For Recorder's Use

I (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

BEING ASSESSOR'S BLOCK: ; LOT:

COMMONLY KNOWN AS: VISITACION PARK

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions of approval pursuant to Motion No. ___, Case No. 2006.1308EMTZ approved by the Planning Commission of the City and County of San Francisco on June __, 2014, and are conditions that had to be so attached in order that said application should be approved under the Development Agreement for the Schlage Lock Development Project (the "Development Agreement").

The restrictions and conditions of which notice is hereby given are:

Whenever "Project Sponsor" is used in the following conditions, the conditions shall also bind any successor to the Project or other persons having an interest in the Project or underlying property.

Visitacion Park Open to the Public in Perpetuity

Conditions

1. The Project Sponsor shall designate and maintain said park as open and accessible to the public, and shall install clear signage about public access and operating hours, subject to Department review, as specified in the Development Agreement as Exhibit D during the

term of the Development Agreement and thereafter maintain said park open and accessible to the public in perpetuity.

2. The Project Sponsor or any successor shall offer the park for the use, enjoyment and benefit of the public for open space and recreation purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events.

3. The park shall be open and accessible to the public seven (7) days per week during daylight hours, unless reduced hours are approved in writing by the City, or reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay or loiter in the park when the park is closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

4. Upon transfer of fee title to said park to the City, the Project Sponsor's obligations detailed herein shall terminate.

Monitoring and Violation

5. Violation of the conditions noted above or any other relevant provisions of the Development Agreement or the Planning Code may be subject to the enforcement provisions of the Development Agreement as well as abatement procedures and fines up to $500 a day in accordance with Code Section 176.

6. Should the monitoring of the conditions of approval contained in this Notice of Special Restriction (NSR) be required, the Project Sponsor or successor's shall pay fees as established in Planning Code Section 351(e)(1).

7. If project applicant fails to comply with the terms of this NSR, the Director of Building Inspection shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance.

8. A project applicant's failure to comply with these requirements shall also constitute cause for the City to record a lien against the development project.

9. Upon approval of the Final Map consistent with the Development Agreement, the Project Sponsor shall record this NSR on the parcel designated as a park. The Project Sponsor shall promptly provide a copy of the recorded NSR to the Department and to any other monitoring agency.

10. This NSR and the restrictions contained herein may not be subordinated to any other liens or restrictions except as allowed by the Planning Code.

11. Should implementation of this Project result in complaints from neighborhood residents or business owners and tenants, which are not resolved by the Project Sponsor and are subsequently reported to the Zoning Administrator and found to be in violation of the City

Planning Code and/or the specific Development Agreement or Conditions of Approval for the Project, the Zoning Administrator shall report such complaints to the City Planning Commission which may thereafter hold a public hearing on the matter in accordance with the hearing notification and conduct procedures as set forth in Sections 174, 306.3 and 306.4 of the Code to consider revocation of any associated building permit .

12. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Development Agreement and the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless the terms of the Development Agreement are modified by the Project Sponsor and the City and notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ **at** _____, **California.**
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ **at** _____, **California.**
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20____ **at** _____, **California.**
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

The property referred to in this Notice of Special Restrictions is situated in the State of California, City and County of San Francisco, and is described more particularly as follows:

EXHIBIT B

NOTICE OF SPECIAL RESTRICTIONS

PLANS OF PROJECT INDICATING LOCATION OF PARKS

EXHIBIT C

Development Agreement

EXHIBIT S **TEMPLATE NSR**

RECORDING REQUESTED BY:	)	
	)	
And When Recorded Mail To:	)	
	)	
Name:	)	
	)	
Address:	)	
	)	
City:	)	
	)	
State: California	)	**Space Above this Line For Recorder's Use**

I (We) _____, the owner(s) of that certain real property situated in the City and County of San Francisco, State of California more particularly described as follows:

(PLEASE ATTACH THE LEGAL DESCRIPTION AS ON DEED)

BEING ASSESSOR'S BLOCK: ; LOT:

COMMONLY KNOWN AS: LELAND GREENWAY PARK

hereby give notice that there are special restrictions on the use of said property under Part II, Chapter II of the San Francisco Municipal Code (Planning Code).

Said Restrictions consist of conditions of approval pursuant to Motion No. ___, Case No. 2006.1308EMTZ approved by the Planning Commission of the City and County of San Francisco on June __, 2014, and are conditions that had to be so attached in order that said application should be approved under the Development Agreement for the Schlage Lock Development Project (the "Development Agreement").

The restrictions and conditions of which notice is hereby given are:

Whenever "Project Sponsor" is used in the following conditions, the conditions shall also bind any successor to the Project or other persons having an interest in the Project or underlying property.

Leland Greenway Park to the Public in Perpetuity

Conditions

1. The Project Sponsor shall designate and maintain said park as open and accessible to the public, and shall install clear signage about public access and operating hours, subject to

Department review, as specified in the Development Agreement as Exhibit D during the term of the Development Agreement and thereafter maintain said park open and accessible to the public in perpetuity.

2. The Project Sponsor or any successor shall offer the park for the use, enjoyment and benefit of the public for open space and recreation purposes only including, without limitation, leisure, social activities, picnics and barbecues, playgrounds, sports, and authorized special events.

3. The park shall be open and accessible to the public seven (7) days per week during daylight hours, unless reduced hours are approved in writing by the City, or reasonably imposed by Developer, with the City's reasonable consent, to address security concerns. No person shall enter, remain, stay or loiter in the park when the park is closed to the public, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

4. Upon transfer of fee title to said park to the City, the Project Sponsor's obligations detailed herein shall terminate.

Monitoring and Violation

5. Violation of the conditions noted above or any other relevant provisions of the Development Agreement or the Planning Code may be subject to the enforcement provisions of the Development Agreement as well as abatement procedures and fines up to $500 a day in accordance with Code Section 176.

6. Should the monitoring of the conditions of approval contained in this Notice of Special Restriction (NSR) be required, the Project Sponsor or successor's shall pay fees as established in Planning Code Section 351(e)(1).

7. If project applicant fails to comply with the terms of this NSR, the Director of Building Inspection shall deny any and all site or building permits or certificates of occupancy for the development project until the Planning Department notifies the Director of compliance.

8. A project applicant's failure to comply with these requirements shall also constitute cause for the City to record a lien against the development project.

9. Upon approval of the Final Map consistent with the Development Agreement, the Project Sponsor shall record this NSR on the parcel designated as a park. The Project Sponsor shall promptly provide a copy of the recorded NSR to the Department and to any other monitoring agency.

10. This NSR and the restrictions contained herein may not be subordinated to any other liens or restrictions except as allowed by the Planning Code.

11. Should implementation of this Project result in complaints from neighborhood residents or business owners and tenants, which are not resolved by the Project Sponsor and are subsequently reported to the Zoning Administrator and found to be in violation of the City Planning Code and/or the specific Development Agreement or Conditions of Approval for the Project, the Zoning Administrator shall report such complaints to the City Planning Commission which may thereafter hold a public hearing on the matter in accordance with the hearing notification and conduct procedures as set forth in Sections 174, 306.3 and 306.4 of the Code to consider revocation of any associated building permit .

12. The property owner(s) shall record a copy of these conditions with the Office of the Recorder of the City and County of San Francisco as part of the property records for the block and lot identified above.

The use of said property contrary to these special restrictions shall constitute a violation of the Development Agreement and the Planning Code, and no release, modification or elimination of these restrictions shall be valid unless the terms of the Development Agreement are modified by the Project Sponsor and the City and notice thereof is recorded on the Land Records by the Zoning Administrator of the City and County of San Francisco.

_____ _____
(Signature) (Printed Name)

Dated: _____, 20_____ **at** _____, **California.**
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20_____ **at** _____, **California.**
(Month, Day) (City)

_____ _____
(Signature) (Printed Name)

Dated: _____, 20_____ **at** _____, **California.**
(Month, Day) (City)

Each signature must be acknowledged by a notary public before recordation; add Notary Public Certification(s) and Official Notarial Seal(s).

EXHIBIT A

The property referred to in this Notice of Special Restrictions is situated in the State of California, City and County of San Francisco, and is described more particularly as follows:

EXHIBIT B
PLANS OF PROJECT INDICATING LOCATION OF PARKS

EXHIBIT C

Development Agreement

VISITACION VALLEY SCHLAGE LOCK
INFRASTRUCTURE PLAN

MAY 28, 2014

Prepared by

BKF
ENGINEERS / SURVEYORS / PLANNERS

BKF Engineers
with assistance from Visitacion Development LLC,
AECOM, GLS Landscape Architects, Treadwell and Rollo
and CHS Transportation Consultants

TABLE OF CONTENTS

1. INTRODUCTION / PROJECT DESCRIPTION 1
1.1 Purpose 1
1.2 Land Use Program for the Infrastructure Plan 1
1.3 Infrastructure Plan Overview 1
1.4 Property Acquisition, Dedication, and Easements 2
1.5 Project Datum 2
1.6 Conformance with EIR & Entitlements 2
1.7 Applicability of Uniform Codes and Infrastructure Standards 3
1.8 Project Phasing 3
1.9 Phases of Infrastructure Construction 3
1.10 Coordination with Brisbane 5

2. SUSTAINABILITY 5

3. ENVIRONMENTAL REMEDIATION 6
3.1 Feasibility Study and Remedial Action Plan 6
3.2 On-Going Soil and Groundwater Remediation 7
3.3 Clean Utility Corridors 8
3.4 Groundwater Monitoring 8

4. DEMOLITION, DECONSTRUCTION AND HISTORIC STRUCTURE STABILIZATION 10
4.1 Scope of Demolition 10
4.2 Stabilization of Historic Office Building, Street A, and Surroundings 10

5. GEOTECHNICAL CONDITIONS 12
5.1 Existing Site Geotechnical Conditions 12
5.1.1 Existing Site Soils 12
5.1.2 Site Geotechnical Constraints 12
5.1.2.1 Liquefaction/Settlement of Sand Layers. 12
5.1.2.2 Settlement of Young Bay Mud. 13
5.1.2.3 Existing Retaining Walls. 13
5.2 Site Geotechnical Approaches 13
5.2.1 Geotechnical Soil Improvements 13
5.2.2 Building Foundations 13
5.2.3 SFPUC 168-inch Inside Diameter (ID) Combined Sewer Stabilization 14
5.2.4 SFPUC Existing 78-inch Combined Sewer Easement 14
5.2.5 Retaining Walls 14
5.2.6 Flexible Utility Connections 15
5.2.7 Building Access 15
5.3 Phase of Geotechnical Stabilization 16
5.4 Schedule for Additional Geotechnical Studies 16

6. SITE GRADING 17
6.1 Existing Site Conditions 17
6.2 Project Grading Requirements 17
6.2.1 Environmental Remediation Requirements 17
6.2.2 Consolidation Settlement 18
6.3 Site Grading Designs 18

6.3.1 Proposed Site Grading at Conforms 18
6.3.2 Proposed Roadway and Building Areas 19
6.3.3 The project overland flow paths are shown on Figure 6.1.Historic Building Grading 20
6.4 Proposed Site Earthwork 21
6.5 Phases of Grading Activities and Approvals 21

7. STREET AND TRANSPORTATION DESIGNS 22
7.1 Public Transportation System 22
7.2 Public Street System 23
7.2.1 Public Street Layout and Parcelization 23
7.2.2 Roadway Dimensions 23
7.2.3 Landscape, Sidewalk and Setback Zone Dimensions 24
7.2.4 Retaining Walls Supporting the Street A Public Right-of-Way 25
7.3 Streetscape Design Considerations and Elements 25
7.3.1 Traffic Calming 25
7.3.1.1 Raised Intersections and Raised Crosswalks 25
7.3.1.2 Intersection Bulb-Outs 26
7.3.1.3 Back-in Parking Stalls 27
7.3.1.4 Narrowed Lane Widths 27
7.3.2 Fire Department Access 27
7.3.3 Street Pavement Sections 27
7.3.4 Proposed Street Lights 28
7.4 Off-site Traffic Signalization 29
7.4.1 Bayshore Boulevard/Leland Avenue 29
7.4.2 Bayshore Boulevard/Sunnydale Avenue 29
7.4.3 Tunnel Avenue/Blanken Avenue 29
7.4.4 Bayshore Boulevard/Tunnel Avenue 30
7.4.5 Alana Way/Beatty Avenue 30
7.5 On-site Traffic Control and Signalization 30
7.6 Public Bike and Pedestrian Paths on Private Property 31
7.7 Acceptance and Maintenance of Street Improvements 31
7.8 Phasing of New Roadway Construction 32
7.9 SFMTA Infrastructure 32

8. OPEN SPACE AND PARKS 34
8.1 Proposed Public Parks 34
8.2 Phasing, Operations and Maintenance for Open Space and Parks 34

9. POTABLE WATER SYSTEM 35
9.1 Existing Low Pressure Water System 35
9.2 Proposed Low Pressure Water System 35
9.2.1 Project Water Demands 35
9.2.2 Project Water Supply 35
9.2.3 Project Water Distribution System 36
9.2.4 Proposed Fire Hydrant Locations 37
9.3 Off-site Mitigations 37
9.4 Phases for Potable Water System Construction 38

10. COMBINED SEWER SYSTEM 39

10.1 Existing Combined Sewer System 39
10.2 Proposed Combined Sewer System 40
10.2.1 Proposed Sanitary Sewer Demands 40
10.2.2 Proposed Combined Sewer Capacity 40
10.2.3 Proposed Combined Sewer Design Basis 41
10.2.4 Proposed Combined Sewer Design Criteria 41
10.2.5 Proposed Combined Sewer Collection System 42
10.2.6 Construction within the 29-foot wide SFPUC easement 43
10.2.7 Proposed Combined Sewer Backflow Prevention 44
10.3 Phases for Combined Sewer System Construction 44

11. AUXILIARY WATER SUPPLY SYSTEM (AWSS) 45
11.1 Existing AWSS Infrastructure 45
11.2 AWSS Regulations and Requirements 45
11.3 Conceptual AWSS Infrastructure 45
11.4 Phases for AWSS Construction 46

12. RECYCLED WATER ASSESSMENT 47

13. STORMWATER MANAGEMENT SYSTEM 48
13.1 Existing Stormwater Management System 48
13.2 Proposed Stormwater Management System 48
13.2.1 San Francisco Stormwater Design Guidelines 48
13.2.2 Proposed Site Conditions and Baseline Assumptions 48
13.2.3 Stormwater Management Design Concepts and Master Plan 49
13.3 Stormwater Control Plan 49
13.4 Phases for Stormwater System Construction 49

14. DRY UTILITY SYSTEMS 51
14.1 Existing Electrical, Gas, and Communication Systems 51
14.2 Project Power Providers and Requirements 51
14.3 Proposed Joint Trench 51
14.4 Phases for Dry Utility Systems Construction 52

15. FUTURE UTILITY DOCUMENTATION SUBMITTAL REQUIREMENTS 53
15.1 Utility Master Plans 53
15.1.1 Wastewater, Stormwater Management, Water, and Power System Descriptions 53
15.1.2 The Combined Sewer Master Plan 54
15.1.3 Grading and Overland Release Master Plan 54
15.1.4 Stormwater Management Master Plan 55
15.2 Phase Applications 55
15.3 Construction Documents 56

FIGURES

Figure 1.1	Parcelization Plan
Figure 6.1	Conceptual Grading Plan
Figure 7.1	Conceptual Site Plan and Street Layout
Figure 7.2	Plan View and Cross Section Locations
Figure 7.3	Typical Street Cross-sections
Figure 7.4	Typical Street Cross-sections
Figure 7.5	Typical Street Cross-sections
Figure 7.6	Typical Street Cross-sections
Figure 7.7	Typical Street Cross-sections
Figure 7.8	Typical Back-in Parking Stall
Figure 7.9	Potential Traffic Calming Elements
Figure 7.10	Conceptual Fire Truck Turning Analysis
Figure 7.11	Enlargement of Typical Intersection Fire Truck Turning
Figure 7.12	Enlargement of Typical Intersection Fire Truck Turning
Figure 7.13	Proposed Off-site Traffic Mitigations
Figure 7.14	Typical Intersection Bulb-Out Detail
Figure 7.15	Conceptual Sunnydale Avenue Utility Section
Figure 8.1	Proposed Public Park & Plaza Locations
Figure 9.1	Conceptual Potable Water System
Figure 9.2	Typical Utility Section Within Public Streets
Figure 9.3	Conceptual Fire Hydrant Locations
Figure 10.1	Conceptual Combined Sewer System
Figure 10.2	Typical Utility Section Within Public Streets
Figure 14.1	Conceptual Dry Utility System
Figure 14.2	Typical Utility Section Within Public Streets

APPENDICES

Appendix A	References
Appendix B	SFDPW Hydraulic Study, August 2013
Appendix C	Conceptual Potable Water and Sanitary Sewer Demands

1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an accompaniment to and is referenced in the Development Agreement (DA) between Visitacion Development LLC or its Assignees (Developer) and City and County of San Francisco (City). The DA outlines the infrastructure responsibilities of the City and the Developer. This Infrastructure Plan defines the site and infrastructure improvements required to construct the Schlage Lock Development Project (Project), including the information contained in Sections of the document covering Environmental Remediation, Demolition, Grading, Street and Transportation Improvements, Open Space and Park Improvements, Potable Water System, Combined Sewer System, Stormwater Management System, and Dry Joint Utility System, as well as associated responsible parties in charge of implementing and operating the improvements. The area encompassing these infrastructure improvements consists of the approximately 20-acre portion of the Visitacion Valley/Schlage Lock Design for Development Area defined as Zone 1 (Schlage Lock Site), which is owned by the Developer and is being redeveloped pursuant to the DA.

The overall project description, location, proposed street and open space designs and the nature of the development within the Schlage Lock Site are described fully in the Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan (Open Space and Streetscape Master Plan) prepared by AECOM and GLS Landscape/Architecture.

The definitions of development-related terms as defined in the DA shall apply to this Infrastructure Plan.

1.2 Land Use Program for the Infrastructure Plan

Anticipated land uses at the Schlage Lock Site include up to 1,679 residential units, approximately 46,700 square feet of retail space and the rehabilitation of an approximately 18,000-square-foot historic building as a community-serving use. These land use plan numbers have been used to develop utility demands. Although, the land use plan may be adjusted in the future, subsequent to the applicable planning process, in order to implement the project. Refer to Figure 1.1 for proposed site parcelization.

1.3 Infrastructure Plan Overview

This Infrastructure Plan will govern the construction and development of infrastructure in the Schlage Lock Site and off-site work needed to support the proposed development project

(Project). This Infrastructure Plan may be modified to the extent that such additional infrastructure is mutually agreed to by the City and the Developer consistent with the terms of the DA.

This Infrastructure Plan and project DA define infrastructure improvements to be provided by the Developer for the Schlage Lock Site. The Project infrastructure obligations of the City and its agencies and departments are described in the DA. While some infrastructure improvements to be provided by City agencies and other governmental agencies are described, their inclusion herein is not intended to be inclusive of all improvements to be provided by City agencies and other governmental agencies.

1.4 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other infrastructure improvements will occur through the Subdivision Mapping process. Except as otherwise noted, infrastructure described in this Infrastructure Plan shall be constructed within the public right-of-way or dedicated easements to provide for access and maintenance of infrastructure facilities.

Public service easements will be allowed within the Schlage Lock Site as necessary to provide infrastructure and services to the Project. Proposed public water, wastewater, and power easements benefitting the SFPUC on private property will be reviewed on a case-by-case basis. Full access for vehicles and equipment for the maintenance and repair of utility mains is required. Restrictions to surface improvements in access easements will be defined in the review of the improvements for the parks and adjacent rights-of-way, in future easements, or in other interagency agreements. Public utilities within easements will be installed in accordance with the standards in this Infrastructure Plan and applicable City regulations for public acquisition and acceptance within public utility easement areas, including provisions for maintenance access; however, such areas shall not be required to be dedicated as public right-of-ways or improved to public right-of-way standards.

1.5 Project Datum

All elevations referred to herein are based on the City of San Francisco datum.

1.6 Conformance with EIR & Entitlements

This Infrastructure Plan has been developed to be consistent with project mitigation measures required by the Environmental Impact Report (EIR) and other entitlement

documents. Regardless of the status of their inclusion in this Infrastructure Plan, the mitigation measures of the EIR shall apply to the Project. Applicable sound and vibration studies required by the EIR will be completed during the approval process for each individual development parcel.

1.7 Applicability of Uniform Codes and Infrastructure Standards

Future modifications to this Infrastructure Plan and/or existing City Standards, Guidelines, and Codes are subject to the requirements of the DA.

1.8 Project Phasing

It is anticipated that the Schlage Lock Site will be developed in several phases. Each phase will be further divided into development blocks (Blocks). The Developer shall indicate the phase limits upon submittal of each Phase Application, as further defined in the DA. Phase Applications will include a brief description of the infrastructure required to serve the proposed development. The Developer may submit Phase Applications, for one or more Blocks, that would include a description of utilities and transportation improvements planned for each Block and shall correspond to improvements to be provided with the applicable subdivision map. The information provided with each Phase Application will be consistent with the procedures outlined in the project DA. In order to maintain flexibility in determining infrastructure requirements, an infrastructure phase is defined as the access, utility and open space improvements necessary to accommodate development included in a single Phase Application.

1.9 Phases of Infrastructure Construction

The Developer will design and install the new infrastructure in advance or to match the construction buildout phasing of the Project and to serve the Blocks. The extent of the proposed infrastructure installation within each Block will be based on an "adjacency" principle. Adjacency, or adjacent infrastructure, refers to infrastructure which is near to and may share a common border or end point with a Block but is not immediately adjoining or contiguous with a Block, and represents the minimum necessary to serve the Block. The infrastructure required for successive Blocks will connect to the existing infrastructure systems as close to the edge of the proposed Block as possible with permanent and/or temporary systems while maintaining the integrity of the existing system for the remainder of the Schlage Lock Site. The conceptual limits of the existing infrastructure to be demolished as well as conceptual layouts of the permanent and/or

temporary infrastructure systems for each Block will be provided as part of the construction document submittals for that Block or Phase. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

The City will be responsible for maintenance of proposed public infrastructure installed by the Developer once construction of the new infrastructure is complete and accepted by the San Francisco Department of Public Works (SFDPW), the San Francisco Department of Recreation and Parks (SFDRP), the SFMTA, or the SFPUC, except as otherwise specified in the DA. At all phases of development prior to full build out, the Developer shall demonstrate to the SFPUC that a functioning water and wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations. In addition, the Developer is responsible for maintaining a safe flow path for the 100-year storm at all times during the development. The SFPUC shall review the adequacy of the flow path for the 100-year storm for full build out as well as all phases prior to full build out. A Grading and Overland Release Master Plan and a Combined Sewer Master Plan that outlines the project's wastewater infrastructure system for full build-out of the Project will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The Developer is responsible for providing any temporary infrastructure that is necessary to provide functional service to any phase of development prior to full build-out. The SFPUC is not obligated to accept or operate temporary infrastructure.

At all phases of the development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC's post-construction stormwater management requirements and the City of San Francisco Stormwater Design Guidelines (SDG). A Stormwater Management Master Plan that outlines the project's stormwater management solutions for full build-out of the Project will be prepared and submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The Developer must complete the construction of the stormwater management improvements required for each development phase prior to receiving a temporary certification of occupancy for the development phase. If a future park will include stormwater controls necessary for a particular phase of development or future parcel to meet the stormwater management requirements of the SFPUC, that park must be developed in conjunction with that

development phase and be complete prior to issuance of the certificate of occupancy for any Block within that phase. Interim centralized stormwater management facilities necessary to achieve stormwater management compliance within a development phase will be constructed and operational prior to or in conjunction with that phase. Interim stormwater Best Management Practices (BMPs) currently implemented as part of the on-site remediation will be preserved on undeveloped parcels.

1.10 Coordination with Brisbane

Portions of Sunnydale Avenue and Street A are located in the City of Brisbane. In conjunction with the Bi-County Transportation Study and the Bayshore Station Access Study efforts, designs of these streets will be reviewed and coordinated with Brisbane in the future and may require design changes to infrastructure and streetscape designs. The improvements and utilities along the extension of Sunnydale Avenue into Brisbane required to access and service the southwest corner of the Schlage Lock Site, to allow for future extension of the Muni T-Third light rail, and to provide connectivity to the Bayshore Caltrain Station will require a future agreement between the City and County of San Francisco and the City of Brisbane to address the jurisdictional issues, including different design standards and funding mechanisms, across city and county boundaries.

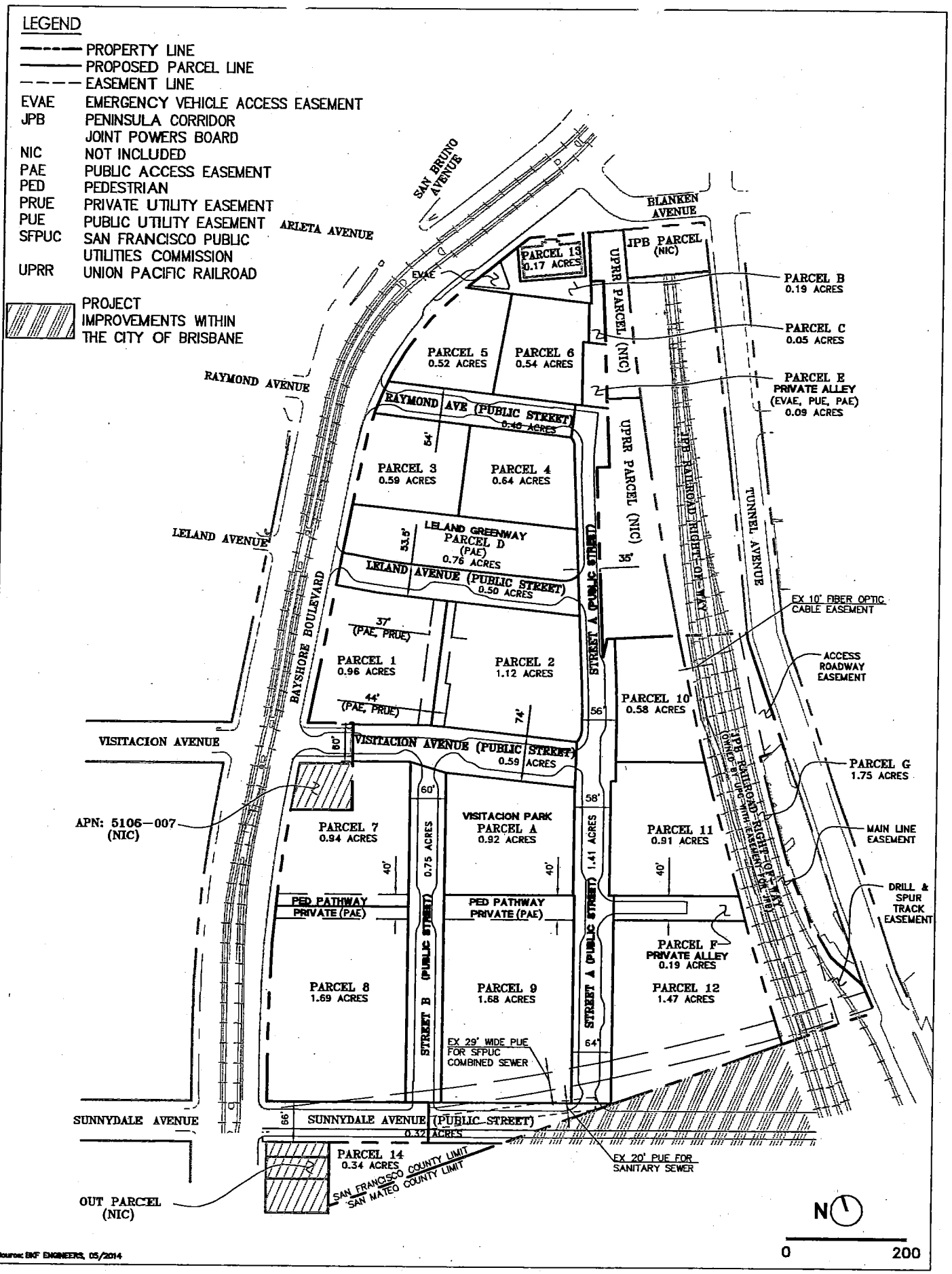


FIGURE 1.1: CONCEPTUAL PARCELIZATION PLAN

2. SUSTAINABILITY

Infrastructure is designed to facilitate the use of alternative forms of transportation, while reducing the use of resources such as water and energy. Key benefits of sustainable site design and infrastructure elements include improved health and cleaner environment. Sustainable infrastructure includes stormwater management facilities (i.e. landscaped park areas, landscape strips, flow-thru planters, bio-retention areas), transit facilities and traffic calming, and energy-efficient outdoor lighting. Each of these elements is addressed in other chapters of this Infrastructure Plan. Sustainable building designs will be addressed in the individual Phase and building permit application documents. Final designs of sustainable project elements within the public rights-of-way will be reviewed as part of the master plan and construction document approval process.

3. ENVIRONMENTAL REMEDIATION

3.1 Feasibility Study and Remedial Action Plan

On November 16, 2009 the State of California, Department of Toxic Substances Control (DTSC), approved a Feasibility Study/Remedial Action Plan (FS/RAP) (authored by MACTEC [now AMEC], an environmental consultant and contractor) that describes the preferred remedial actions for soil and groundwater at the Schlage Operable Unit (Schlage OU), and for heavy metal soil contamination in the San Francisco County portion of the Universal Paragon Corporation (UPC) Operable Unit (UPC OU), located in San Francisco, California. Furthermore, a Remedial Design Implementation Plan (RDIP) to address Volatile Organic Compounds (VOC) contaminated soil and groundwater was developed to define and facilitate the remedial action objectives in the FS/RAP. The VOC RDIP was approved by the DTSC on January 6, 2010. An additional RDIP (by Jordan & Graf Ground Improvement, Inc.) to address heavy metals remediation on the UPC OU was approved by the DTSC July 18, 2011.

The remedial actions described in the FS/RAP and in the VOC and heavy metals RDIPs were selected to meet the remedial action objectives for contaminated soil and groundwater at the Schlage Lock Site, and to prepare the Schlage Lock Site for redevelopment. The FS/RAP and RDIPs were framed with the intention to redevelop the Schlage Lock Site with a combination of public open space and residential podium housing above commercial/retail uses, parking structures, or other commercial space.

An agreement has been executed between the Developer and BP PLT-I, LLC (BP) that includes site demolition, remediation, and rough grading. BP agreed to assume environmental liability and perform remediation to obtain development clearance from the DTSC. This agreement is insured by Chartis (formerly AIG) to guarantee BP's performance. The former Schlage Lock factory buildings were demolished in 2009. Remedial activities to clean up the soil and groundwater began in 2010. On April 29, 2011, the DTSC issued a Completion Report approval letter of the remediation effort for the area north of Visitacion Avenue to allow for the proposed development; a similar letter for the area south of Visitacion Avenue is expected to be obtained. Land Use Covenants (LUC) and deed restrictions will be recorded by the DTSC to limit human exposures for contaminants left in place.

3.2 On-Going Soil and Groundwater Remediation

The FS/RAP objectives include on-site remediation of VOC- impacted soil through excavation and aeration to the pad elevations and depths of clean utility corridors established in 2007 in the Planned Use and Grading Plan (Exhibit H-1of the UPC-BP agreement), which were prepared by BKF Engineers and consistent with the 2009 Visitacion Valley Design for Development (D4D). Additional fill material will be required during final site development and to provide a clean soil cap to remediate heavy metals contaminated soils. The current grading plan does not contemplate excavation below the 2007 grades except potentially in limited areas. If a future grading revision requires excavation below these 2007 grades additional remediation effort and environmental insurance premiums may be required to provide for cleanup and environmental insurance coverage. A work plan was written by the Developer and reviewed by the City and the DTSC to address any future excavation and backfill associated with geotechnical concerns, general site grading and revisions to pad elevations and utility corridor depths that may require amendments to the FS/RAP and the RDIP.

The FS/RAP includes options for remediation of soils contaminated with heavy metals in the soil of the UPC OU as follows: targeted excavation and relocation with capping, excavation and disposal offsite at an approved landfill, or capping in place and recording a State Land Use Covenant and a deed restriction on the title of the impacted parcel. The UPC OU heavy metals RDIP provides further detail on how the heavy metals will be remediated and is currently being amended with an interim grading plan to accommodate a clean soil cap. The active remediation effort for VOC contamination in the area south of Visitacion Avenue has been completed and is entering an operations and maintenance phase as outlined in the AMEC Operations and Maintenance Plan (O&M Plan) approved by the DTSC on February 20, 2013. Various long-term operations and maintenance plans, site inspections, groundwater monitoring, and reporting will likely be required by the DTSC to assure compliance with the conditions prescribed by FS/RAP. Based on previous comments on the FS/RAP received from the DTSC, infiltration through metals contaminated soils will not be allowed. However, infiltration may be feasible if the heavy metal contamination is found to be not soluble. Additional approvals from DTSC will be required should the Project pursue infiltration measures associated with achieving compliance with the San Francisco Stormwater Design Guidelines. The DTSC will issue an approval letter for construction when it is satisfied that the results of remediation meet the

requirements of the FS/RAP and VOC and heavy metals RDIPs. Land Use Covenants and deed restrictions will be recorded by the DTSC to limit human exposures for contaminants left in place.

3.3 Clean Utility Corridors

Clean Utility Corridors were defined in the FS/RAP and RDIPs to include the space within the roadways up to a minimum of 1 foot below the level of the utilities. Clean Utility Corridors were sampled and tested to meet the Clean-up Levels established in the FS/RAP. This effort was documented in the MACTEC Phase I Soil Remedial Completion Report approved by the DTSC on April 29, 2011. Metals impacted soils are allowed to be placed in the roadways 1 foot below utilities and 2 feet above the groundwater level. The heavy metals RDIP addendum will provide details for a detectable barrier, as requested by the City, to be installed over any metals impacted soils placed below the clean utility corridors. The RDIP addendum will also provide details for a detectable barrier, as requested by the City, to be installed over any metals impacted soils placed under a soil cap with a minimum 3-foot thickness.

A final Conceptual Soil and Groundwater Management Plan will be developed as necessary by the Developer prior to the approval of each Final Map in conjunction with the DTSC's approval of the applicable "Remediation Completion Report" and Operations and Management (O&M) Agreement. This plan will have details on the extent of the groundwater and other remaining contamination throughout the Schlage Lock Site, including the clean utility corridors. The plan will describe Land Use Controls and O&M measures to be recorded on the various parcels throughout the site, including any utilities within the groundwater contaminated area.

3.4 Groundwater Monitoring

The O&M Plan details a schedule for monitoring a network of groundwater monitoring wells established at various locations throughout the site to monitor groundwater quality and ongoing remediation progress. Groundwater monitoring reports are submitted to the DTSC on a quarterly basis. A copy of the monitoring report will be forwarded to the SFPUC. The location of these wells will conflict with the planned location of several buildings and other improvements. Wells that are in conflict with planned improvements will require relocation to a permanent location during the construction of each Phase or Block. The construction

of these relocated wells will be performed by the Developer, reviewed and permitted by the San Francisco County Department of Public Health and coordinated with the DTSC.

In March 2013, the DTSC approved a decommission plan for the former Groundwater Extraction and Treatment (GWET) system, and the system has since been removed.

4. DEMOLITION, DECONSTRUCTION AND HISTORIC STRUCTURE STABILIZATION

4.1 Scope of Demolition

The Developer will be responsible for the demolition and deconstruction of all non-retained existing buildings and infrastructure features that were not removed as part of the previously completed site environmental remediation activities overseen by AMEC and BP. Various walls and retaining walls remain in place around the perimeter of the Schlage Lock Site to maintain structural lateral support of the adjacent roadways and parcels. These walls will be demolished and replaced with similar permanent improvements that will be integrated into the proposed buildings and street network. The design of these permanent retaining walls to be integrated into buildings and streets will be reviewed and approved by the DBI and the SFDPW during the building design and permitting process and/or project construction documents. Remaining utility materials, primarily metals, previously not removed as part of the site environmental remediation will be recycled as feasible. Where transite pipe (asbestos-cement pipe) is encountered, appropriate abatement methods will be used to satisfy applicable regulatory agency requirements.

The Developer will be responsible for the demolition of remaining structures at the southeast corner of the Schlage Lock Site to be removed during the final phase of remedial activities or during final site designs and approvals. The Developer shall also be responsible for providing for the permanent improvements proposed to replace the existing improvements in accordance with the approved building and construction permits issued by the City. The extent of these improvements and associated demolition will be determined during the construction document approval process.

4.2 Stabilization of Historic Office Building, Street A, and Surroundings

Foundation and interior improvements, where required within the Historic Office Building to make the space compliant with current Codes, will be implemented. The portion of Blanken Park on the Schlage Lock site, Street A and the Historic Office Building Plazas will also incorporate structural improvements and retaining walls to provide for the lateral support of the surrounding roadway, railroad corridor, and adjacent parcels. These lateral support improvements and retaining walls will be required prior to, or in conjunction with, construction of the Blanken Park area and Street A. The extent of these improvements will be determined during building permit approval process for the Historic Office Building, while retaining walls within the Street A right-of-way will be reviewed as part of the Grading

and Overland Release Master Plan and construction document approval process. The Developer will be responsible for providing interim and final structural improvements and retaining structures.

5. GEOTECHNICAL CONDITIONS

Site geotechnical investigations have been completed and potential site wide geotechnical improvements have been identified by Treadwell and Rollo, culminating in the development of the "Preliminary Geotechnical Investigation, Visitacion Valley Redevelopment Area, Zone 1" (Geotechnical Report) by Treadwell and Rollo, dated February 24, 2009.

5.1 Existing Site Geotechnical Conditions

5.1.1 Existing Site Soils

As described in the Geotechnical Report, the Schlage Lock Site is essentially divided into two sections with the northern and southern portions of the site each presenting unique geotechnical conditions. The northern and western portions of the site are underlain with 9 to 12 feet of loose to dense Colma sand. The Colma sand is overlain with layers of silty and clayey sand at varying depths. Borings at the westernmost portion of the northern section of the site adjacent to the railroad tracks indicate the presence of Franciscan Complex bedrock between 36 and 45 feet below ground surface. The southern half of the site was filled with loose to medium dense sandy fill. Beneath the sandy fill, the site is underlain with up to eight feet of compressible bay mud fill and a layer of loose to medium-dense marine sand. Bedrock in the southern portion of the Schlage Lock Site is located approximately 61 feet to 126 feet below ground surface.

5.1.2 Site Geotechnical Constraints

From a geotechnical perspective, the following are the primary issues for new development at the Schlage Lock Site:

5.1.2.1 Liquefaction/Settlement of Sand Layers.

In the northeastern portion of the Schlage Lock Site, 1.5-foot to 4-foot thick medium-dense sand layers are present. The southern portion of the site is underlain by loose to medium dense sandy fill, marine sand and Colma sand beneath the groundwater table. These sands are at best medium dense and are thus subject to liquefaction and settlement during earthquakes. Liquefaction is a phenomenon where saturated, cohesionless soil (such as sand) experiences a temporary reduction in strength during the cyclic loading of an earthquake due to an increase in pore water pressure. The result is immediate settlement and possibly lateral movement of the sand material.

5.1.2.2 Settlement of Young Bay Mud.

In the southern portion of the Schlage Lock Site, a layer of compressible bay mud is susceptible to minor consolidation settlement. The anticipated rate of settlement of the bay mud from the load of the existing site fill is on the order of 1 to 4 inches. It is anticipated that fill may be placed on top of the existing bay mud layer to accommodate the proposed site plan and development. Placing the new fill on top of the existing bay mud layer will initiate a new cycle of consolidation settlements of approximately 3 to 5 inches.

5.1.2.3 Existing Retaining Walls.

Existing retaining walls adjacent to the railroad tracks and Bayshore Boulevard typically consist of cast-in-place concrete walls. Most retaining walls appear visibly to be in serviceable condition, although many existing concrete walls will conflict with the proposed development plans. Disposition of existing retaining wall is discussed in Section 5.2.4.

5.2 Site Geotechnical Approaches

Successful site development will require engineering design and project construction methods that account for the existing soil conditions. These improvements will help ensure that site accessibility and building access is maintained both during seismic events and as minor long-term consolidation settlement occurs.

5.2.1 Geotechnical Soil Improvements

To reduce the liquefaction potential and minor consolidation settlement at the site, existing weak and undocumented fill discovered beneath buildings may be over-excavated and replaced with engineered fill or be remediated with soil improvements per the recommendations of the Geotechnical Engineer. Geotechnical remediation will be completed in conjunction with vertical building and infrastructure construction on individual Blocks by the Developer. Based on the results of, and if required by, final site geotechnical investigations, soil improvements required within the public right-of-way will be constructed by the Developer.

5.2.2 Building Foundations

Building foundation designs will be based on final geotechnical reports, site investigations and structural designs developed as part of the permitting process for vertical construction on the development parcels. The Developer or subsequent owner

of a development parcel will be responsible for the design and construction of building foundations.

5.2.3 SFPUC 168-inch Inside Diameter (ID) Combined Sewer Stabilization

The SFPUC has a 168-inch combined sewer tunnel along the southern edge of the site. The SFPUC holds a 29-foot wide subsurface easement per Recorded Document 2010-J052542 for the sewer tunnel. The language of the easement provides for the future construction of improvements over the easement provided that the improvements do not negatively impact the sewer tunnel. The current project proposes new buildings that will span the sewer tunnel. Building foundations spanning the sewer tunnel will be designed and constructed by the Developer. Structural and architectural plans and specifications, foundation plans and details, and a construction/settlement monitoring program, shall be reviewed and approved by the SFPUC prior to permitting vertical construction on each of the Blocks. Prior to vertical construction on each of the Blocks that may negatively impact the tunnel, as well as following completion of construction, the Developer shall also submit a video inspection to the SFPUC of the tunnel, in compliance with SFPUC video inspection guidelines.

5.2.4 SFPUC Existing 78-inch Combined Sewer Easement

An existing 20-foot wide sewer easement was recorded at Book A456 Page 516 in the Official Records of the City and County of San Francisco over the alignment of the existing 78-inch sewer main on the southern edge of the site. Future construction of improvements cannot negatively impact the sewer. Structural and architectural plans and specifications, as well as plans for foundation monitoring will be reviewed and approved by the SFPUC prior to permitting both horizontal and vertical construction in any area on or adjacent to the easement area. The Developer shall provide, at their own cost, for settlement, survey, or various construction monitoring of existing combined sewers if determined necessary by the SFPUC.

5.2.5 Retaining Walls

It is anticipated that several of the existing retaining walls within the proposed development footprint will be modified or rebuilt due to grade changes and road realignment. The condition of retaining walls proposed to remain in place will be evaluated on a case-by-case basis during detailed design process. These walls may be seismically retrofitted or replaced to comply with City codes, the California Building

Code (CBC), and the design-level geotechnical report. Where retaining walls are to be removed, proper shoring techniques, such as soldier pile and lagging systems or underpinning systems will be implemented to ensure the stability of existing site and adjacent facilities. Measures, such as the construction of new code-compliant retaining walls or retaining elements incorporated into the foundations of proposed buildings to address grade conflicts will be coordinated during the review and approval of construction documents and issuance of building permits.

The retaining walls will be designed and constructed by the Developer and reviewed and approved by the DBI, the SFDRP, and the SFDPW. Where walls are located within the public rights-of-way and public parks, maintenance and ownership of the retaining wall will be the responsibility of the SFDPW,SFDRP, or another City of San Francisco agency upon acceptance of the final construction. Maintenance and ownership responsibilities for retaining walls constructed on private development parcels will be assigned to the owners of the individual Blocks in which the retaining walls are located on. Design and Installation of interim retaining walls required to support the development of proposed on-site streets will be the responsibility of the Developer.

5.2.6 Flexible Utility Connections

Portions of the site may experience differential settlement at the interface of pile supported buildings and the utility connections. Differential settlement at these location may cause the utility connections to shear and break along this plane. Where required flexible utility connections, incorporating such solutions flexible pipe materials, ball joints or settlement vaults, will be installed at the face of the building to mitigate the displacement of the utility connections and ensure continuous utility service.

5.2.7 Building Access

Settlement of the ground plane is anticipated in certain areas of the site due to an increase in fill depths and existing compressible clay soils. Where a pile-supported building structure interfaces with the on-grade public streetscape, differential settlement may occur where the compressible material beneath the street begins to settle relative to pile supported buildings. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way.

Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement. Alternatively, the project may consider a surcharging program, which induces consolidation settlement prior to the construction of new improvements to reduce, and possible eliminate, the need for project specific differential settlement design mitigations.

5.3 Phase of Geotechnical Stabilization

Geotechnical stabilization will occur in phases to match the development sequence of the Blocks. The amount of stabilization will be the minimum necessary for the Block. The stabilization of smaller areas will allow the existing utility services and vehicular access areas to remain in place as long as possible in order to reduce disruption of access to the adjacent train tracks and Blocks.

5.4 Schedule for Additional Geotechnical Studies

As part of the project Grading and Overland Release Master Plan review and approval process, a final geotechnical investigation will be prepared to cover development of the public street rights-of-ways and parks. This report will support the development of the utility infrastructure master plans, the Stormwater Management Master Plan, and the Grading and Overland Release Master Plan, as well as, final infrastructure designs included in the construction documents. Geotechnical Reports to support the development of private building parcels will be prepared and submitted to the City as part of the building permit process.

6. SITE GRADING

6.1 Existing Site Conditions

The existing grade within the Schlage Lock Site slopes gradually downward from north to south. At the western edge, the site is bounded by and conforms to the existing grades along Bayshore Boulevard. To the east, the northern area is elevated above the existing Caltrain railroad tracks by a 20-foot to 25-foot retaining wall while the southeastern edge is at grade. The ground elevations range from approximately 55 (SF Datum) in the northeastern area of the site adjacent to the Historic Office Building to approximately 8 (SF Datum) near the southern edge. In addition to the existing 20-foot to 25-foot tall retaining wall adjacent to the railroad parcels, other smaller on-site retaining walls were installed to stabilize the site and accommodate existing site uses.

6.2 Project Grading Requirements

6.2.1 Environmental Remediation Requirements

As previously discussed in Section 5, the Schlage Lock Site is currently subject to the FS/RAP being overseen by DTSC and completed by the Developer and the AMEC/BP team. Under the terms of the FS/RAP, soil excavated to address metals-impacted soils may be relocated and placed at a minimum of 2 feet above the groundwater table. In areas slated for public open space on grade, metals-impacted soils would be placed under a clean soil cap with a minimum of a 3-foot thickness consistent with the EIR. The FS/RAP allows for metals-impacted soils to be also placed directly under residential uses if those residential uses are located over commercial podium construction or over podium parking structures. Metals-impacted soils may also be placed under roadways, hardscape, or a minimum of 1 foot beneath clean utility corridors. Final details for impacted soil mitigations will be specified in the UPC OU RDIP. State Land Use Covenants and deed restrictions will be recorded on the title to the property where metals-impacted soils are located.

6.2.2 Consolidation Settlement

As described in Section 5, the southern area of the Schlage Lock Site may experience minor amounts of liquefaction due to soft existing bay mud. Appropriate measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcels. To mitigate areas where differential settlement is anticipated, grading and building designs will incorporate measures to ensure that continuous accessible paths of travel are maintained where building access points and private passageways interface with the public right-of-way. Measures, such as hinge slabs, gangways and other adjustable surfaces, will be designed to accommodate the maximum anticipated long-term consolidation differential settlement. Other proposals may include soil surcharging where feasible and approved by SFDPW and SFPUC on a case-by-case basis.

A design level Geotechnical Report will be prepared to address mitigations as part of the Grading and Overland Release Master Plan approval process for review and approval by the City in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

6.3 Site Grading Designs

The Developer will be responsible for the design and construction of the proposed grading plan for the Schlage Lock Site. Proposed grading designs for the development will match the existing north to south drainage pattern of the existing site. To ensure proper overland release and provide Americans with Disabilities Act (ADA) accessible pathways throughout and adjacent to the site, a new street grid with interconnected open space and pathway areas will be constructed to link Blanken Avenue with Sunnydale Avenue to the south and Bayshore Boulevard with Street A to the east. An accessible path of travel will follow from Bayshore Boulevard through Parcels B, C, and E, and down the on-site street grid to provide a continuous path to Sunnydale Avenue. Throughout the site, grades less than 5 percent are provided as a first priority item, where feasible. As required due to site constraints, public access areas with slopes exceeding 5 percent but less than 8.33 percent will include handrails per Code requirements. The conceptual grading plan for the Schlage Lock Site is included in Figure 6.1.

6.3.1 Proposed Site Grading at Conforms

Conceptual grading designs generally conform to the existing grades along the northern interface with Blanken Avenue and the existing Historic Office Building and the existing grades along Bayshore Boulevard at the western edge of the project. At the southern boundary of the project, a new segment of Sunnydale Avenue will be constructed, requiring the placement of 1 to 5 feet of fill to provide overland release and drainage.

At the eastern edge along the Peninsula Corridor Joint Powers Board (JPB) right-of-way, a large grade differential exists. At the northern edge of the interface, an ADA-accessible path within the Schlage Lock Site is designed to head south along the JPB right-of-way and connect to Street A. Accessible paths of travel and sidewalks within the development area will be provided to join and be coordinated with accessible paths of travel adjacent to and bordering the development area that connect to the adjacent Caltrain/JPB Train Station accessible entrances. To accommodate the 25-foot to 30-foot grade differential between the JPB right-of-way and the accessible path and community gardens, a single or stepped retaining wall will ultimately be installed. Interim grading solutions to accommodate the development of each adjacent Block will be constructed based on recommendations provided by the project Geotechnical and Structural Engineering consultants. Where buildings are directly adjacent to the JPB right-of-way, retaining elements will be incorporated into the private development parcel building foundations.

As more detailed designs are developed during the Grading and Overland Release Master Plan and construction document review processes of the project, the grading at conforms may require adjustment and refinement based on future coordination with the SFDPW.

6.3.2 Proposed Roadway and Building Areas

The proposed on-site street grid will be graded to provide overland release for the Project. As required by the SFPUC, grading and hydrology designs will be developed such that the 100-year HGL is contained within the top of curb elevations on opposite sides of a street throughout each phase of the development.

Site development and grading designs will be developed to comply with the codified requirements for accessible paths of travel. Where feasible, proposed slopes along public street and private alleys will be set at a maximum of 5 percent to provide ADA accessible pathways of travel without requiring handrails. Where accessible pathway slopes range between 5 percent and 8.33 percent, code-compliant ramps will be designed.

At street intersections, grades will be tabled at a maximum slope of 2% to provide an accessible path of travel in crosswalks. In addition, vertical curves within the streets will be designed to both begin and end outside the limits of the crosswalk areas.

A critical low point of 17.1 north of Parcel 7 will be required to ensure access is provided to the existing parcel not included as part of the Schlage Lock Site at the southeast corner of the Visitacion-Bayshore intersection. Inline storage, where feasible, or a pump station will be required to ensure overland release at this location with the final design solution subject to SFPUC approval. Review and approval of the overland release solution will occur during the master plan approval process described in Section 6.5. Construction of the overland release solution at this location will be the Developer's responsibility with ownership and maintenance responsibilities borne by the SFPUC or another City agency, unless negotiated otherwise as part of the master plan approval process.

6.3.3 The project overland flow paths are shown on Figure 6.1.Historic Building Grading

The existing Historic Office Building at the southeast corner of the Bayshore Boulevard and Blanken Avenue intersection may be used as a community-serving facility. The existing access point elevations at the first level, the existing parking level and the second level are approximately 39, 46.5, and 51.5 (SF Datum), respectively. Access to the building on the northern side will be at the second level. Along the southern side of the building, access will be provided at the first level. Due to structural issues with exposing the foundation between the existing parking level and the first level at the southern and western faces of the building, a 1-foot to 8-foot retaining wall will be constructed adjacent to the building to allow for the construction of an ADA-accessible path of travel. As stated in Section 4.2, these lateral support improvements will be

required prior to or in conjunction with construction of the portion of the Blanken Park area on the Schlage Lock Site.

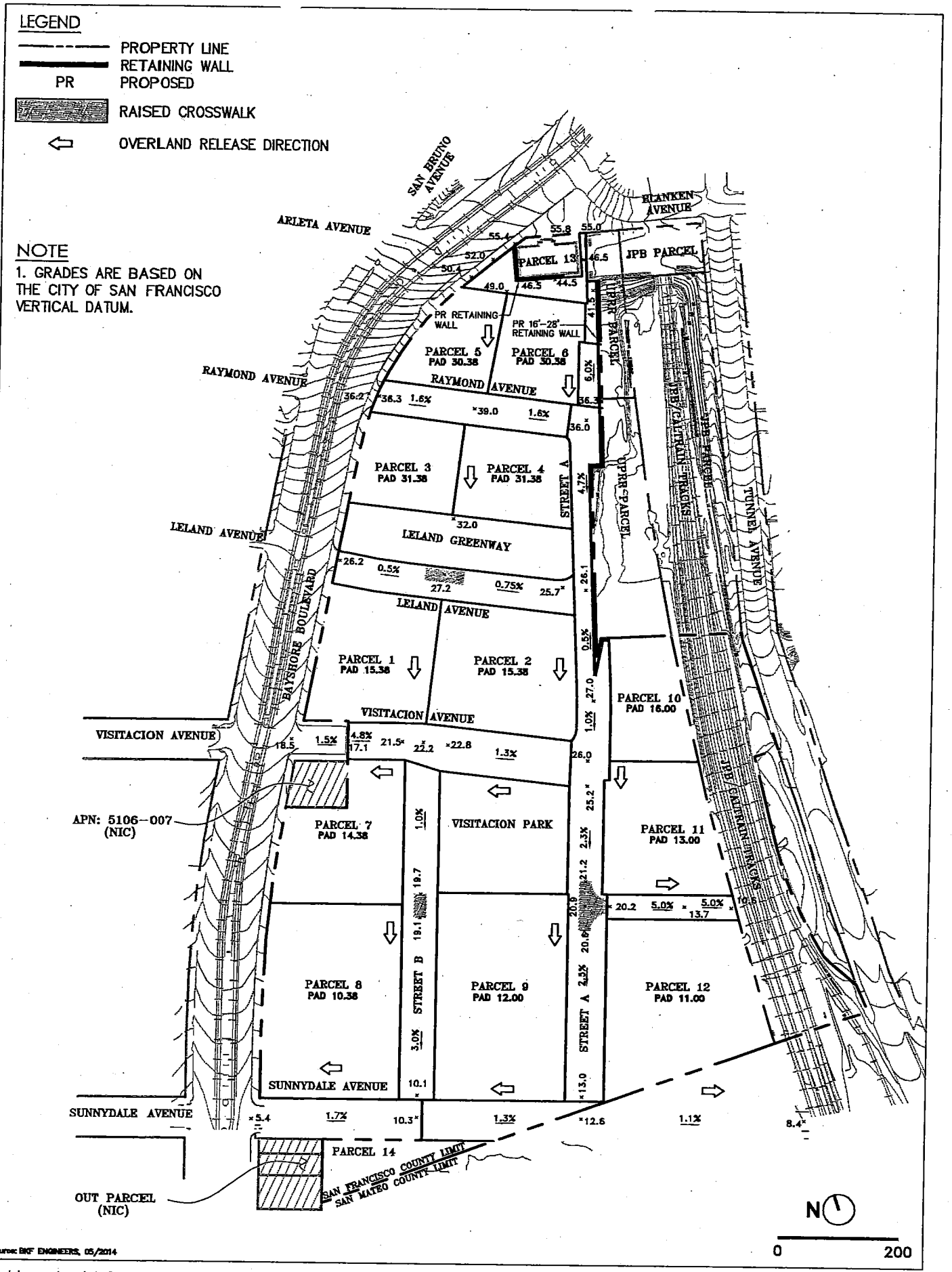
6.4 Proposed Site Earthwork

As part of the site remediation efforts, the northern and western portion of the site was graded to approximately the proposed rough pad grade elevations. Future grading at the site will include importing fill in the southeast corner and fine grading of streets and open space areas. It is anticipated that the site earthwork will result in a net import of soil. Since remediation activities are still on-going, the earthwork quantities will be determined at later stages of the design. To support future grading activities, a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan will be submitted in parallel with future grading permits. Grading in conjunction with site remediation efforts will be performed by the Developer.

6.5 Phases of Grading Activities and Approvals

The proposed grading will be completed in phases to match the Blocks of the project. The amount of grading will be the minimum necessary for the Block. The phasing of grading will allow the Project to minimize the disruption to the adjacent and future built uses at the site and the adjacent train tracks, and to limit the amount of export required for any given Block. Impacts to improvements installed with previous phases of development due to the designs of the new Block will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

A Grading and Overland Release Master Plan and a Combined Sewer Master Plan will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction document submittal for phased buildout of the public rights-of-way and parks. Comments provided by City and its agencies on the Master Plans will be incorporated into the construction document submittals for review and approval by the City and its agencies.



DRAWING NAME: K:\Engd7\07008\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\8.1_Proposed Grading.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yuen

Source: BKF ENGINEERS, 05/2014

FIGURE 6.1: CONCEPTUAL GRADING PLAN

7. STREET AND TRANSPORTATION DESIGNS

The development of the Schlage Lock Site is designed to connect and complement adjacent transit services with pedestrian-friendly streets and pathways. The alignments of existing streets will be extended into the site, and on-site streets will be enhanced with pedestrian-focused, traffic calming features. Additional descriptions of the streetscape are in the Open Space and Streetscape Master Plan.

7.1 Public Transportation System

The Schlage Lock Site is adjacent to the Muni T-Third light rail Arleta and Sunnydale stations, the Caltrain Bayshore Station, and stops for several Muni and SamTrans local and express buses. The San Francisco County Transportation Authority (SFCTA), San Francisco Municipal Transportation Agency (SFMTA), City of Brisbane, and other agencies are studying improvements to Muni T-Third light rail and Caltrain commuter rail. SFMTA has a long-term goal of ensuring a direct connection between the T-Third line and the Bayshore Caltrain Station. With the approval of the Candlestick Point/Hunters Point Shipyard Phase II Transportation Plan, creating a Bus Rapid Transit route linking Hunters Point, Candlestick Point, Executive Park, Visitacion Valley, the T Third line, the Bayshore Caltrain Station and Balboa Park BART has become a local/regional transportation priority and facilitates rapid, seamless transit access between existing and new jobs and residents and major transit hubs. Critical to the function of this Bus Rapid Transit line and the connecting T Third/Caltrain hub is safe, convenient pedestrian and bicycle access, particularly to and from the adjacent neighborhoods of Little Hollywood and Visitacion Valley.

Concurrently, the Bayshore Caltrain Station is being studied for improvements and a potential relocation to connect with the planned bus rapid transit and the T Third. The future extension of Geneva Avenue in Brisbane and an improved Bayshore Station are ongoing, long-term projects that will require the cooperation of several different stakeholders to determine the final alignments and locations, establish funding, acquire right-of-way, construct improvements, and operate. As detailed in the project Streetscape and Open Space Master Plan, an interim pedestrian path connecting the project site with the existing Bayshore Caltrain Station will be provided through the project site at Parcel F.

SFCTA is also initiating a study for the proposed Harney-Geneva Bus Rapid Transit (BRT). In the interim, the alignment of the BRT is expected to be primarily on existing streets. Once

the Geneva Avenue extension is completed, the BRT travel route is expected to travel on portions of the new extension.

Efforts to encourage use of public transportation by future residents and workers are described in the Transportation Management Plan attached to the DA.

7.2 Public Street System

The Developer will be responsible for the design and construction of the public streets. Improvements will generally include the following:

- Pavement section
- Concrete curbs and gutters
- Concrete sidewalk and curb ramps
- Traffic control signs and striping
- Traffic signals
- Street lighting
- Street landscaping and trees
- Stormwater management facilities (may include such methods as landscape strips, permeable pavements, and small bio-retention areas)
- Street furnishings (includes, but are not limited to, benches, trash cans, bike support facilities and pedestrian scale lighting)
- Accessible on-street passenger loading zones with adjacent street level passenger loading aisles and curb ramps.
- Accessible on-street parking spaces with adjacent curb ramps.

Streetscape and landscape improvements are further defined in the Open Space and Streetscape Master Plan.

7.2.1 Public Street Layout and Parcelization

A system of street and parcel numbers has been created to facilitate planning and design coordination and is shown on Figure 7.1. Street A and Street B are temporary street names for planning use with final street names to be selected in the future. The proposed public street network for the Schlage Lock Site is shown on Figure 7.2. Interim conditions for Sunnydale Avenue will be determined and coordinated with SFMTA during construction document approvals, with consideration of resource availability for constructing the planned Muni extension of Segment S of the T-Third line. Typical cross sections for these streets are based on those shown in the Open Space and Streetscape Master Plan and included on Figures 7.3 through 7.7.

7.2.2 Roadway Dimensions

The vehicular, curb-to-curb lane widths are dictated by the dimensions provided in the Open Space and Streetscape Master Plan. Typically vehicular travel lanes within streets

handling two-way traffic will vary between 10 and 12 feet in width. The travel lanes are measured from the face of curb or outside edge of a parking stall to the line of lane striping, where parking is provided. Streets accommodating two directions of travel will have a minimum width dimension of 20 feet, excluding parking, to accommodate fire truck access.

Class II bike lanes are provided along Sunnydale Avenue and will be 5 foot-6 inches wide measured from face of curb (or edge of Muni light rail lane) to the center line of lane striping.

Parallel parking stalls within the street right-of-way will be 7 feet wide. Along Leland Avenue, 12-foot wide lane widths are proposed to accommodate the 17-foot deep back-in parking stalls, angled at 45 degrees, on the south side of the street as shown on Figure 7.8. Locations for 8-foot wide accessible parking stalls, which will be provided at a rate of 4% of the total street parking count, and accessible loading zones are shown in the project Open Space and Streetscape Master Plan.

7.2.3 Landscape, Sidewalk and Setback Zone Dimensions

Dimensions of the landscape, sidewalk and building setback zones adjacent to the vehicular travel ways vary throughout the site. Specific dimensions for these components are illustrated in the Open Space and Streetscape Master Plan and selected based on the land use, character and traffic conditions of each street. Where feasible, utility boxes, cleanouts, manholes, vault access hatches other other utility structures will be located within landscape and bulb-outs and outside of pedestrian throughway zone, curb ramps and crosswalks. Improvements in the area between the back of curb and the right-of-way line will be maintained by the Developer or a project Homeowners Association (HOA).

Code-compliant accessible curb ramps, including, a 2-foot wide gutter pan for the full width of a crosswalk, will be provided at street corners to provide for pedestrian access across public streets. Where both a clear sidewalk width is less than 15 feet, measured perpendicularly from face of curb to property line or projected property line, and curb ramps are provided to serve crosswalks, building corners shall be chamfered to provide level landing at least 4 feet in depth by the curb ramp width or 4 feet, whichever is

greater, at the top of each curb ramp. In addition, a continuous accessible path of travel from one sidewalk around the corner to the other provided that it is at least 4 feet in clear width and with a vertical clearance of at least 8 feet above the walking surface. Where chamfering occurs on private parcels to provide the accessible passage area, a public access easement will be reviewed and approved by the SFDWP Bureau of Street Use and Mapping in compliance with the SFDPW easement dedication procedures. In addition, recorded public access easement will remain in place for the life of the building on a development parcel where the access easement is required.

7.2.4 Retaining Walls Supporting the Street A Public Right-of-Way

A portion of the Street A public right-of-way may require retaining walls on adjacent open space parcels to bridge the grade difference between the proposed development and the existing JPB right-of-way. These walls will be either seismically retrofitted or replaced to comply with City and County of San Francisco codes, the CBC, and the design-level geotechnical report. Ownership and maintenance of the wall will be controlled by the City.

7.3 Streetscape Design Considerations and Elements

7.3.1 Traffic Calming

As part of the pedestrian-oriented development plan outlined in the Open Space and Streetscape Master Plan, traffic calming elements are proposed to improve non-vehicular traffic safety and access. Proposed traffic calming elements for the project street rights-of-way are identified in Exhibit 7.9 and include raised intersections, raised crosswalks, bulb-outs with reduced curb radii, back-in parking stalls along Leland Avenue and Visitacion Avenue, and narrowed lane widths.

7.3.1.1 Raised Intersections and Raised Crosswalks

A raised intersection is proposed at the intersection of Street A and Parcel F. If accessibility guidelines and overland release requirements cannot be met at the raised intersection, the project will review options for incorporating an at-grade crossing with accessible curb ramps at this location. Raised crosswalks are proposed on Street B at pedestrian paths and the middle of Leland Avenue. At these locations the street pavement areas will be raised 6 inches to match the curb heights adjacent to the intersection and crosswalks. Overland release flow arrows

are included on Figure 6.1 with the locations of the raised crossings added for reference.

The design for these intersections and crosswalks will be coordinated with and are subject to the approval of the SFPUC, SFDPW, the SFMTA, and the San Francisco Fire Department (SFFD). A Grading and Overland Release Master Plan and a Combined Sewer Master Plan will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The master plans will confirm that the City overland drainage release requirements are achieved through hydrologic/hydraulic modeling. If site designs cannot meet the SFFD, SFDPW and SFPUC requirements for overland drainage release and fire department access, alternative solutions will be developed during the master plan approval process that may include crossings at the street pavement level. The grading and combined sewer design solutions included in the master plans will be incorporated into the construction documents for review and approval by the City and its agencies.

The project's HOA will be responsible for maintenance and restoration of the street sections, including pavement markings, within the raised intersection and raised crosswalk. Designs will incorporate measures to minimize maintenance and reduce the potential for dirt, silt and other debris to settle within the crosswalks.

7.3.1.2 Intersection Bulb-Outs

Bulb-outs have been strategically added along Bayshore Boulevard at intersections where there are currently parallel parking areas, wider drive lanes, or striped shoulders. Where feasible, curb radii have been generally kept to a minimum of 10-feet, per SFMTA recommendations for low-traffic streets; however, larger radii have been incorporated at many locations to provide the required clearances for SFFD access. The final design for the bulb-outs will be coordinated with the SFMTA, SFDPW, SFMTA, and the SFFD. Bulb-out improvements will be constructed if the designs can meet the SFDPW and SFPUC requirements for overland drainage release and accessibility for persons with disabilities. Overland Release at these locations will be studied in the Grading and Overland Release Master Plan, which will be reviewed and approved by the SFPUC and SFDPW in advance of the 60%

construction documents for phased buildout of the public rights-of-way and parks. A typical bulb-out detail is shown on Figure 7.14.

7.3.1.3 Back-in Parking Stalls

Back-in parking stalls are proposed on both Visitacion and Leland Avenue as shown on Figure 7.8, section A on Figure 7.3, and section L on Figure 7.6. The travel lanes adjacent to the Leland Avenue angled parking are proposed to be 12-feet wide to accommodate the back-in stalls with a 2-foot special paving section adjacent to the parking stalls to visually maintain the 10-foot wide travel lane. Back-in parking stalls are also proposed on a portion of Visitacion Avenue. The travel lanes on this portion of Visitacion Avenue will be 10-feet wide with the parking stalls designed as 21-feet deep to accommodate vehicular back-in turning movements. The final design of the back-in parking stalls will be coordinated with the SFMTA and SFDPW.

7.3.1.4 Narrowed Lane Widths

The traffic lane widths for the new two-way streets will be 10 feet, per SFMTA recommendations for low-traffic streets. The traffic lanes adjacent to the back-in parking stalls on Leland Avenue will be 12 feet.

7.3.2 Fire Department Access

Based on the planning efforts undertaken during the Open Space and Streetscape Master Plan and meetings with the SFFD, intersection radii, street widths from curb to curb on opposite sides of the street, and right-of-way layouts have been designed to accommodate fire truck turning movements as documented on Figures 7.2 through 7.7 and 7.11. Per the SFFD, intersections are designed to accommodate the truck turning movements of the City of San Francisco Articulated Fire Truck (Fire Truck). At intersection approaches and within intersections, the Fire Truck may encroach into the opposing vehicular travel land to complete turning movements. Figure 7.12 identifies a typical detail of turning movements of the San Francisco Articulated Fire Truck at typical site intersections.

7.3.3 Street Pavement Sections

The structural pavement cross section for the vehicular travel lanes on all new public roadways will comply with the requirements of the San Francisco Subdivision Code. Vehicular travel way structural cross sections will typically consist of 9-inches of Portland

Cement Concrete and a 3-inch asphalt concrete wearing surface for proposed on-site streets and shall be designed to the AASHTO rigid pavements design method using a 40-year design life.

As documented in the Streetscape and Open Space Master Plan, parallel parking stalls within the public right-of-way will be constructed with asphalt to ease SFDPW's street maintenance operations. Painted concrete special striping or other special decorative treatment, meeting accessibility requirements as determined by the SFDPW, may be used at raised crosswalk and intersection locations in conformance with the project Open Space and Streetscape Master Plan. Final special pavement designs are subject to the approval of the SFDPW during the construction document phase of the project and shall be designed to the AASHTO rigid pavements design method using a 40-year design life.

The use of alternative pavements in the public right-of-ways described above or other alternative pavement sections, such as asphalt concrete wearing surface over Class 2 aggregate base, porous paving, and decorative pavement (patterned concrete, patterned asphalt, paving stones, etc.) are subject to review and approval by the SFDPW. The project HOA will be responsible for maintenance and restoration of the pavement markings within areas with special striping or decorative treatments.

7.3.4 Proposed Street Lights

The Developer will design, layout and install the proposed project street lights. Street lighting shall comply with City of San Francisco standards for photometrics and acceptable fixtures. The Leland Avenue lighting standard, consistent with the lighting standards used on recent streetscape improvements on Leland Avenue west of Bayshore Boulevard, is proposed along the new portion of Leland Avenue that will be built as part of the development. The Bayshore Boulevard standard will be retained on the west edge of the site. Along the rest of the streets, the City standard street light will be used. A park Pole Light will be used throughout the proposed public parks. Building-mounted lights are recommended where buildings flank the pedestrian alleys or paths. The street and pedestrian light poles and fixtures shall comply with the SFPUC's "Guide to San Francisco, Street Lights," and the final pole and fixture selection shall be approved by the SFPUC. As necessary, temporary park pole light standards will illuminate any sidewalks or temporary pathways that are constructed to provide

pedestrian access to the Bayshore Caltrain Station before the adjacent buildings are complete and building mounted lights are operational. Where permitted and pending final selection of the electrical service provider for the project, the electrical service for the street lights will be located within the joint trench (refer to Section 14).

The 60% and 95% street light construction documents and specifications will be submitted to the SFPUC for review, comment and approval prior to construction. Street lights located on privately-owned (but publicly accessible) pedestrian streets will be maintained by the private property owners.

7.4 Off-site Traffic Signalization

As shown in Figure 7.13 and described below, the Developer will be responsible for design and construction funding, either as partial contribution or in full, of traffic signal modifications or new traffic signals, as well as striping. Where possible, the electrical service for traffic signals will be located within the joint trench (see Section 14). Traffic signals shall be designed by and constructed to the specifications of the SFMTA and SFDPW. Additional intersection improvements required by the EIR include, but may be ruled infeasible and therefore not constructed, by the City include:

7.4.1 Bayshore Boulevard/Leland Avenue

The Developer will be responsible for modifying the signal timing by shifting 6 seconds from the northbound/southbound left-turn movements to the through movements. The final mitigation design will be determined by the SFMTA. The Developer will be responsible for SFMTA costs to review, design, coordinate, and to implement improvements including signal design and signal timing changes.

7.4.2 Bayshore Boulevard/Sunnydale Avenue

In addition, the EIR recommends restriping the westbound approach to create two lanes at the intersection: a shared left-through lane and exclusive right-turn lane. The final mitigation design will be determined by the SFMTA.

7.4.3 Tunnel Avenue/Blanken Avenue

The EIR recommends signalizing the intersection, which may require undergrounding of existing overhead electrical, and communications facilities and improving stormwater collection infrastructure to accommodate the proposed traffic signal infrastructure. However, the SFMTA anticipates that signalizing the intersection will have adverse

impacts to parking and traffic operations on Bayshore Boulevard and may delay implementation of the signal until the Candlestick Point project comes online. The final mitigation design will be determined by the SFMTA. The Developer will be responsible for SFMTA costs to review, design, coordinate, and to implement improvements including signal design and signal timing changes.

If the project is required to signalize the intersection, new curb ramps, in accordance with SFDPW standards, will be installed at the corners. The Developer will be responsible for costs to design, permit, construct and inspect the improvements.

7.4.4 Bayshore Boulevard/Tunnel Avenue

The Developer will be responsible for modifying the signal timing by shifting 1 second from the southbound left-turn movement to the northbound/southbound through movements. Prior to implementation of this mitigation measure, the SFMTA will assess transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect SF Muni transit operations, signal progressions, pedestrian minimum green time requirements, and programming limitations of signals. The final mitigation design will be determined by the SFMTA. The Developer will be responsible for SFMTA costs to review, design, coordinate, and to implement improvements including signal design and signal timing changes.

7.4.5 Alana Way/Beatty Avenue

As referenced in the Bi-County Transportation Study, the project will pay its fair share contribution via the Development Agreement towards the construction of improvements, to be completed by others, at the Alana Way/Beatty Avenue intersection.

7.5 On-site Traffic Control and Signalization

Traffic calming and stop-controlled intersections, rather than signalization, are the primary strategy for on-site traffic control. Stop signs will be added at some of the intersections, with final locations to be coordinated with the City and based on a traffic sight distance requirements and project phasing. Additional descriptions of the streetscape traffic control elements are included in the Open Space and Streetscape Master Plan. If implemented, stop signs on city streets will require legislation from SFMTA Board and traffic calming may also require SFMTA Board and/or public hearing.

7.6 Public Bike and Pedestrian Paths on Private Property

Pathways restricted to foot and bicycle traffic will be privately owned, publicly accessible open spaces, built by the Developer on structured podiums within the Blocks. To allow for public access on private property, public access easements will be shown and granted on the project phased final map. As shown on Figure 7.1, the public access pathways are located between Parcels 1 and 2, Parcels 7 and 8, and adjacent to Parcel 9. In addition, a stairway and pathway between Parcels 3 and 4 will be open to the public during day time hours and will be designed to meet code requirements for accessibility. An accessible path of travel linking Bayshore Boulevard with Raymond Avenue will be installed across Parcels B, C and E. In addition, an accessible path of travel will be provided over Parcel F to link Street A with the Bayshore Caltrain Station. These areas will be constructed with decorative elements, such as colored concrete, and associated landscape improvements, as detailed in the project Streetscape and Open Space Master Plan. Based on final building designs and access requirements for the adjacent development parcels, opportunities to reduce landscape planter widths to 10-feet and increase paved access paths to 20-feet in width will be reviewed and incorporated where feasible. Public infrastructure within the bike and pedestrian pathways on private development parcels is not currently anticipated. Any proposed water and wastewater easements on private property will be reviewed by the SFPUC on a case-by-case basis.

Upon approval of the improvements by the City, maintenance and operation of the public bike and pedestrians pathways built on privately owned structures will be the responsibility of the private property owner.

7.7 Acceptance and Maintenance of Street Improvements

Upon acceptance of the new and/or improved public streets by the SFDPW, responsibility for the operation and maintenance of the roadway, streetscape elements, and retaining walls will be designated as defined in the various City of San Francisco Municipal Codes. Acceptance of water and wastewater utility infrastructure within street improvements shall be subject to SFPUC approval. Proposed water and combined sewer infrastructure shall be designed to facilitate future access for maintenance. Conflicts between proposed public water and combined sewer infrastructure and the surface improvements proposed as part of the project, including but not limited to dedicated transportation routes, trees, bulb-outs, traffic circles and medians, shall be minimized in the design of the infrastructure and surface improvements. The SFPUC will review all proposals for surface improvements above

proposed public water and combined sewer infrastructure on a case-by-case basis to ensure that future access for maintenance is preserved. Street improvements installed to meet the SDG will be maintained by the private property owners or their Assignees.

As outlined in the DA, the project HOA will be responsible for maintenance and restoration of the non-standard street pavement materials, including decorative paving, within the raised intersection and raised crosswalk. Restoration will include replacement of the pavement markings within areas with special striping or decorative treatments.

7.8 Phasing of New Roadway Construction

The Developer will construct the new roadway system and traffic control and signalization improvements in phases in advance of or to match development of the Blocks, per the Phasing Plan attached to the DA. The amount of the existing roadway repaired and/or replaced will likely be the minimum necessary to serve the Block. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer. Fire truck turnaround areas, if any, will be coordinated with the SFFD and constructed by the Developer consistent with the Fire Code. Phasing of traffic signalization improvements will be based on cumulative development thresholds identified by the project traffic consultant and/or the SFMTA coincident with the Phase applications, construction documents or as stated in the DA. Sidewalk and other accessible pedestrian paths of travel, either permanent or temporary, shall be provided to serve the pedestrian entrance and exit requirements of each block prior to being released for occupancy. Such paths of travel will connect to the sidewalks along Bayshore Boulevard and hence to the public transit stations and bus stops thereon.

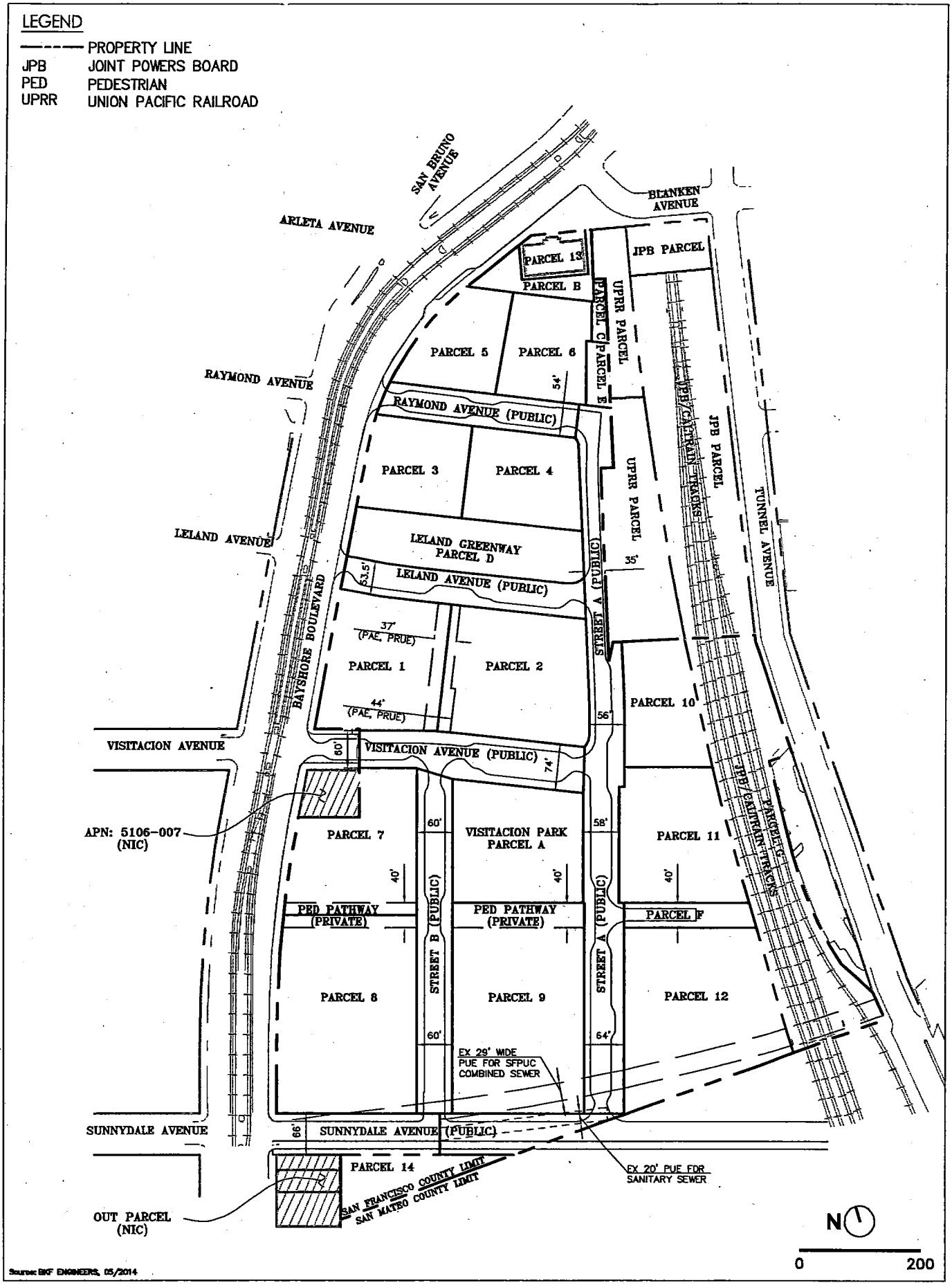
Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the Block.

7.9 SFMTA Infrastructure

Where required, the following list of infrastructure items includes items to be owned, operated and maintained by the SFMTA within public rights-of-way:

- Security monitors and cameras
- Signals and Signal Interconnects, including Muni Bus Prioritization signals
- TPS signal preempt detectors

- Conduit containing TPS signal cables
- Shelters
- Paint – poles and asphalt delineating coach stops
- Asphalt painting for transit lanes
- Departure prediction ("NextBus") monitors and related communications equipment
- Bicycle racks
- Crosswalk striping, except for areas with a raised intersection/crosswalk or with painted concrete special striping or other special decorative treatment
- Bike lane and facility striping
- APS/Pedestrian crossing signals
- Street Signs



Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\07008P0\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7-1_Site Plan Street Layout.dwg
PLOT DATE: 05-28-14 PLOTTED BY: yrau

FIGURE 7.1: CONCEPTUAL SITE PLAN AND STREET LAYOUT

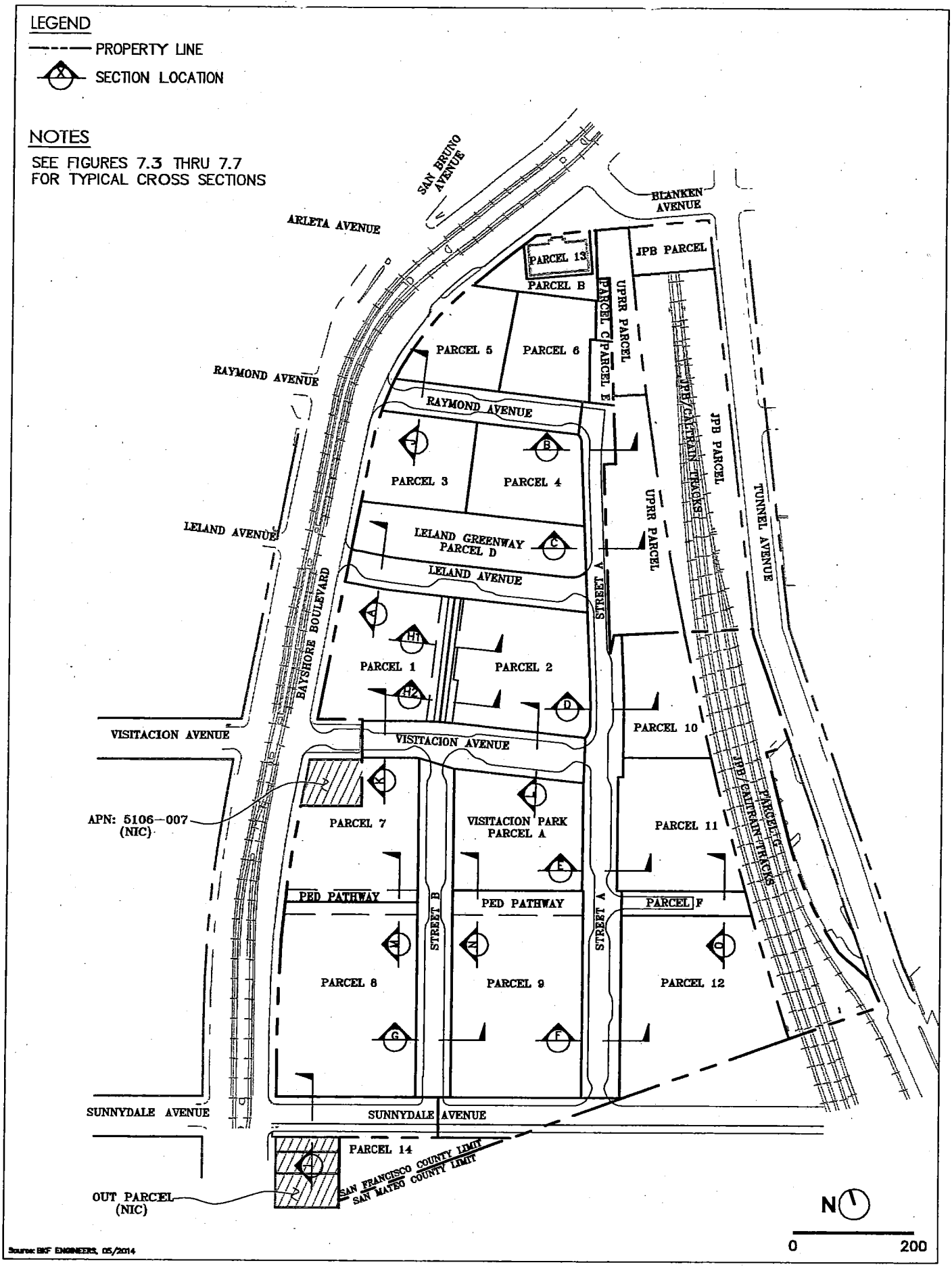
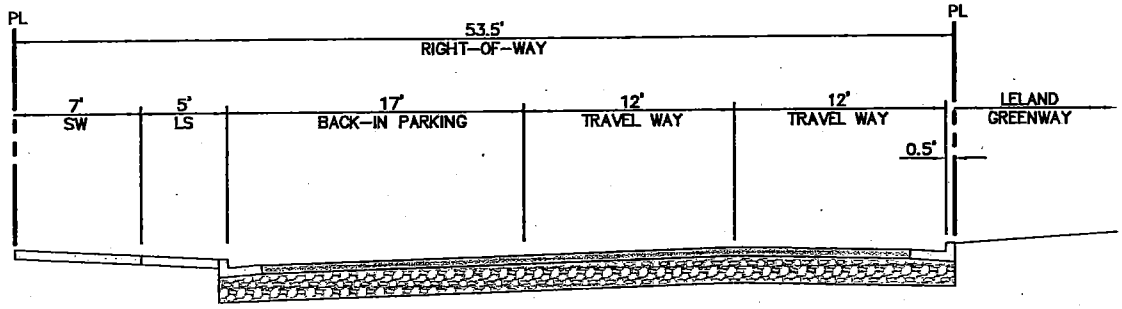


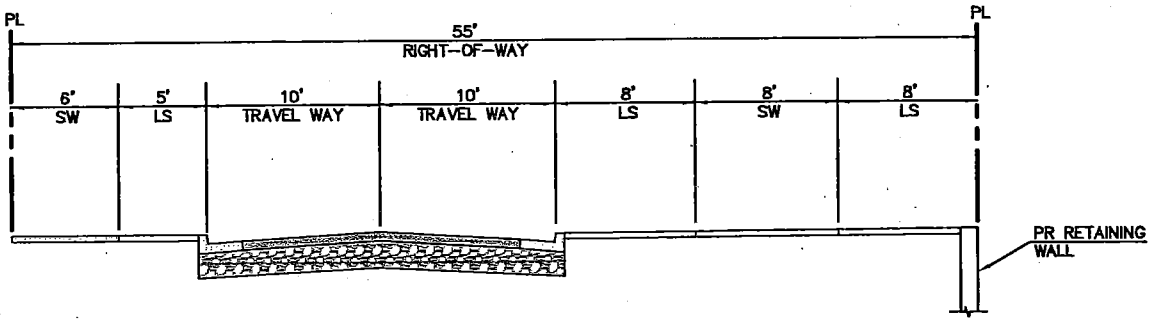
FIGURE 7.2: PLAN VIEW & CROSS SECTION LOCATIONS

LEGEND

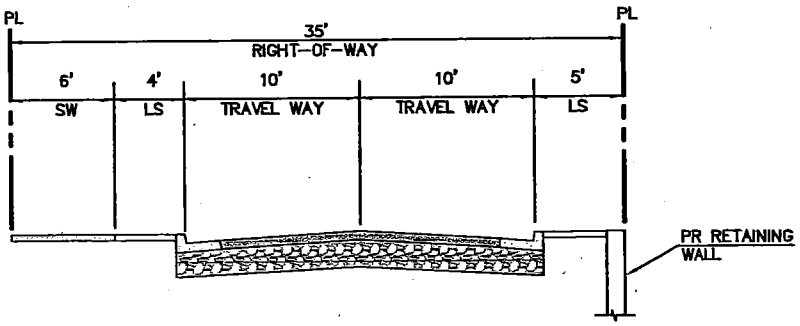
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



A — LELAND AVENUE
NTS



B — STREET A
NTS



C — STREET A
NTS

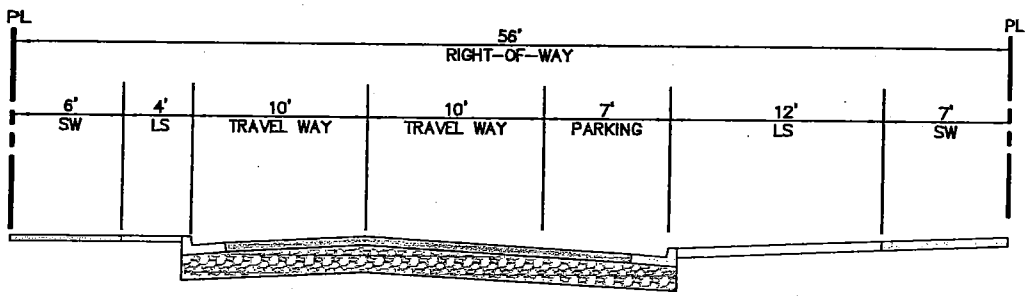
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070080\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 05-28-14 PLOTTED BY: yaco

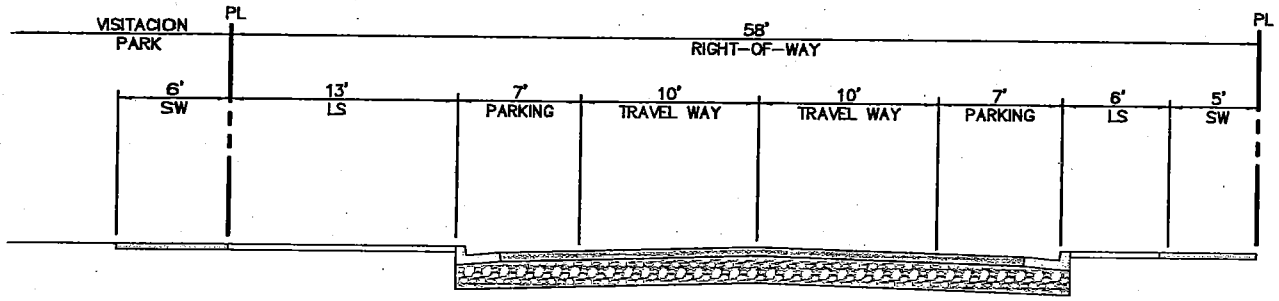
FIGURE 7.3: TYPICAL STREET CROSS SECTIONS

LEGEND

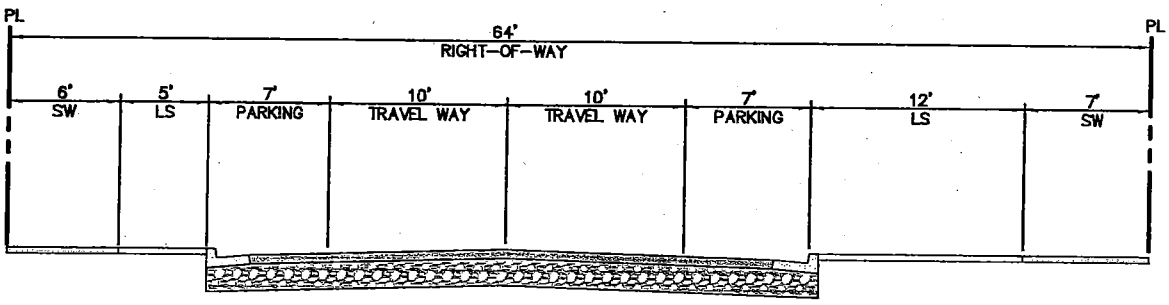
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



D — STREET A
NTS



E — STREET A
NTS



F — STREET A
NTS

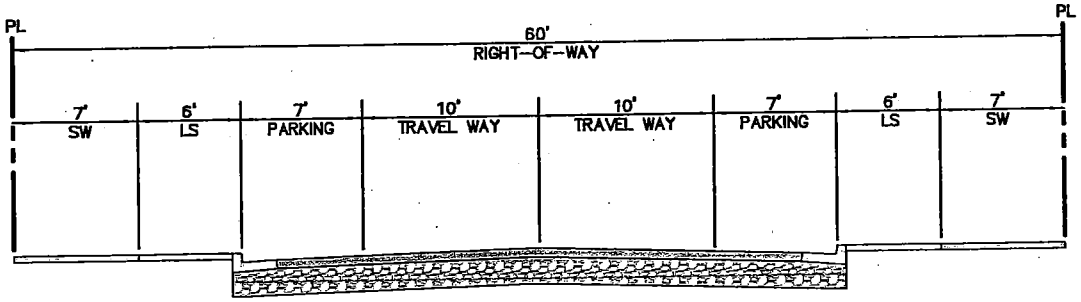
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\07009\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 06-20-14 PLOTTED BY: jesc

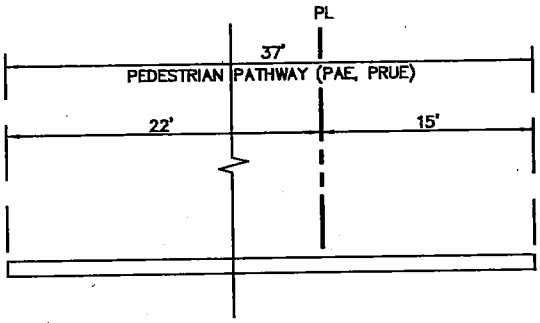
FIGURE 7.4: TYPICAL STREET CROSS SECTIONS

LEGEND

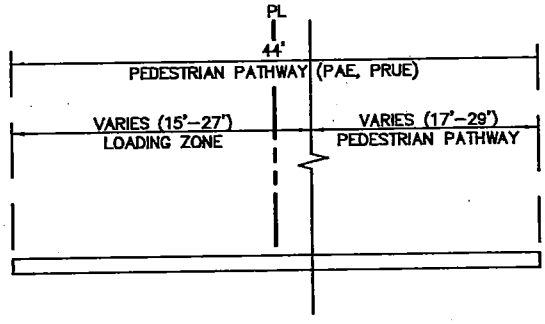
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



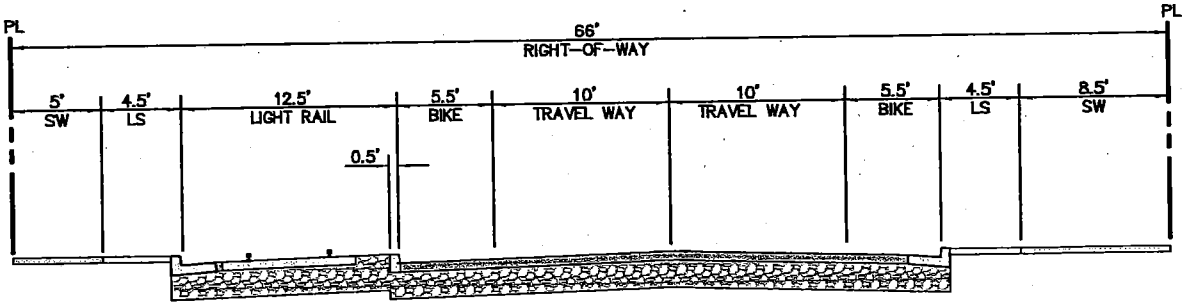
G — STREET B
NTS



H1 — PEDESTRIAN ACCESS AREA
NTS



H2 — PEDESTRIAN ACCESS AREA
NTS



I — SUNNYDALE AVENUE
NTS

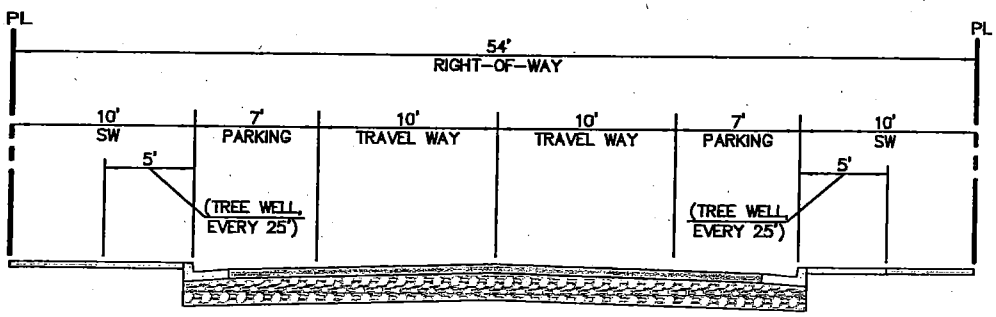
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070000\DWG\Exhibits\Infrastructure Plan\Printed Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 06-26-14 PLOTTED BY: yone

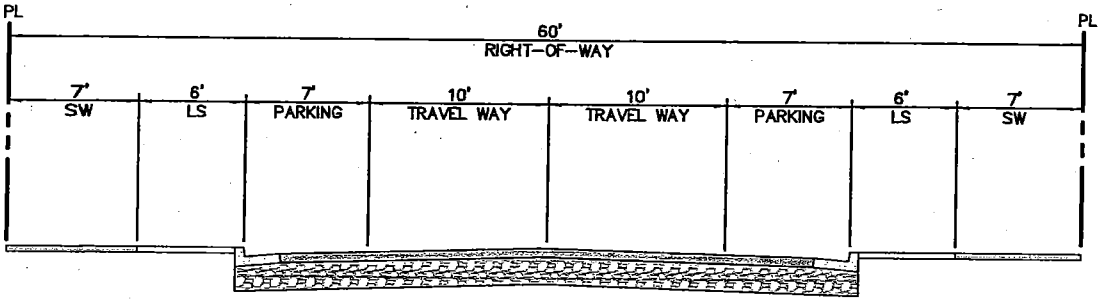
FIGURE 7.5: TYPICAL STREET CROSS SECTIONS

LEGEND

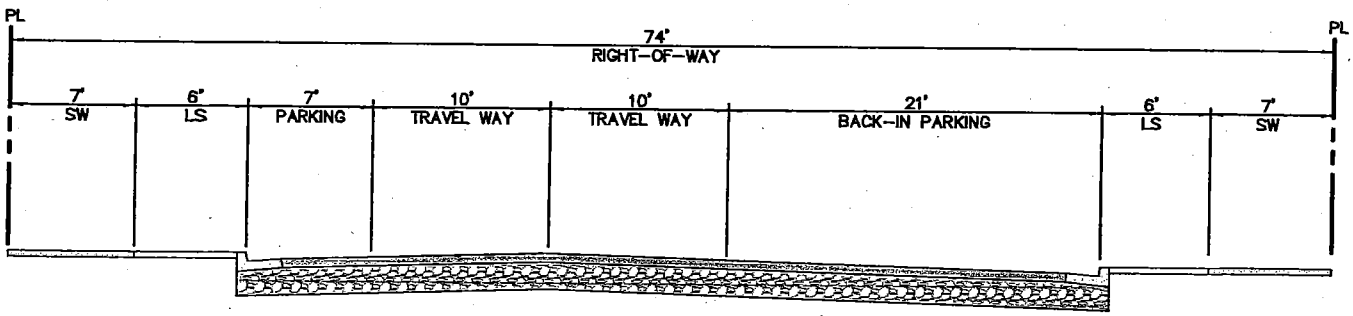
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



J — RAYMOND AVENUE
NTS



K — VISITACION AVENUE
NTS



L — VISITACION AVENUE
NTS

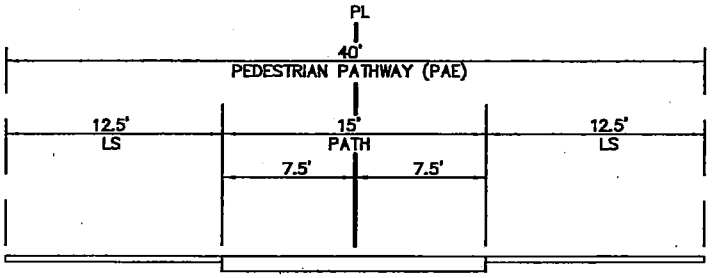
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\07009DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 06-20-14
PLOTTED BY: ypee

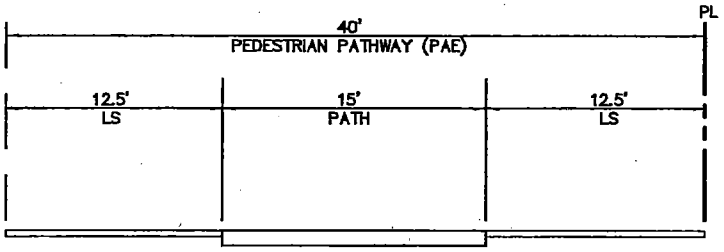
FIGURE 7.6: TYPICAL STREET CROSS SECTIONS

LEGEND

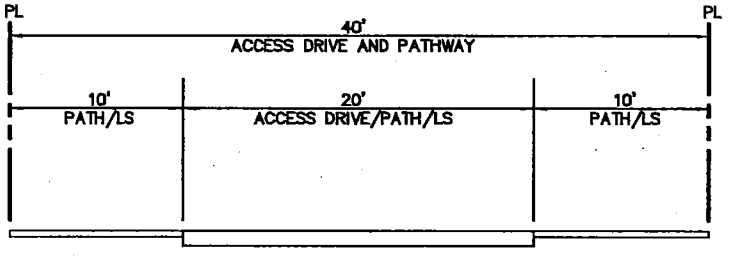
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK



M – **PRIVATE PEDESTRIAN ACCESS PATH**
NTS



N – **PRIVATE PEDESTRIAN ACCESS PATH**
NTS

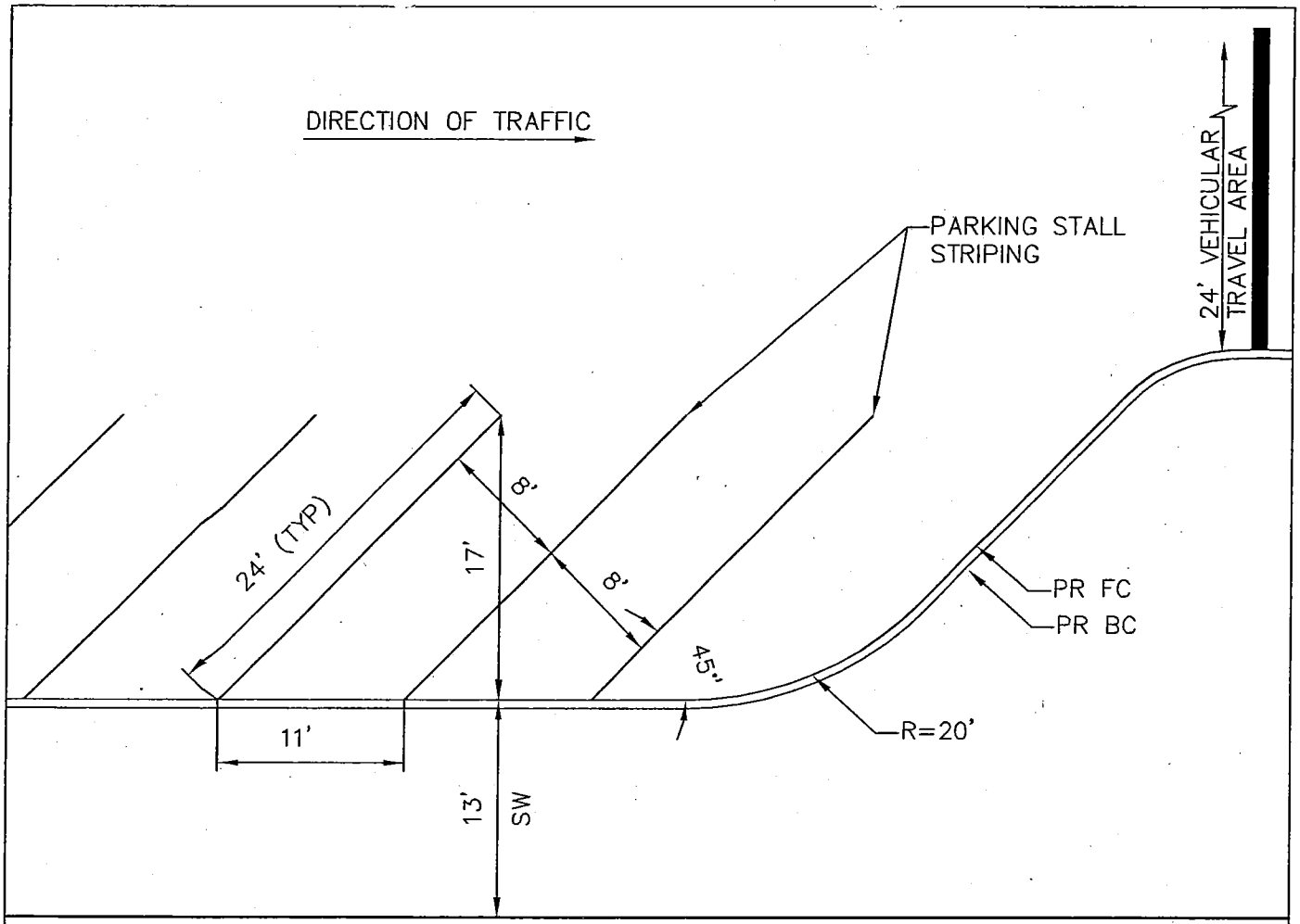


O – **PRIVATE ALLEY**
NTS

Source: BKF ENGINEERS, 05/2014

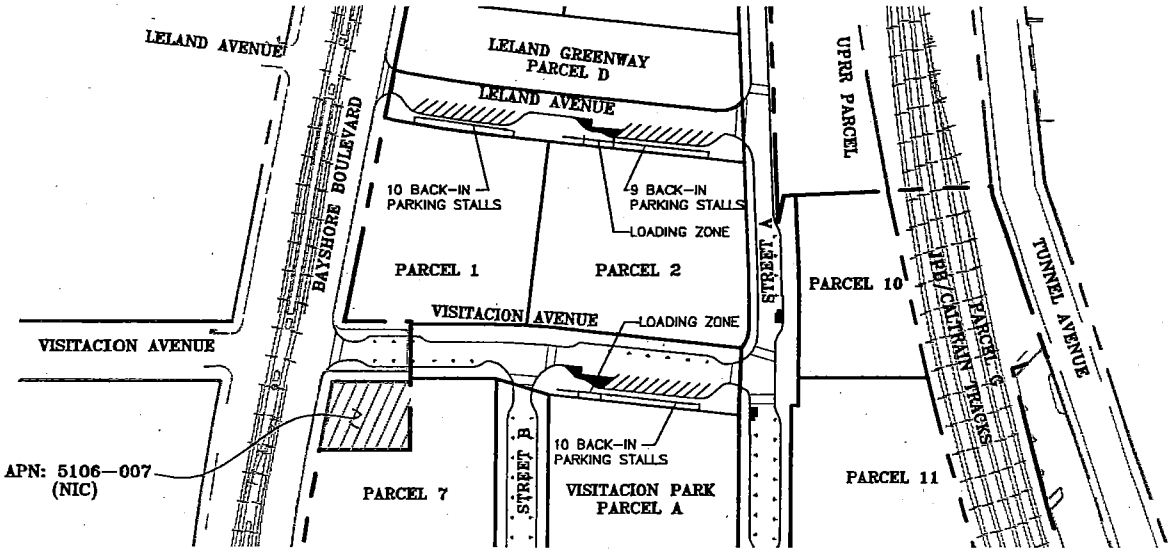
DRAWING NAME: K:\Eng07\070000\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.3-7.7_Street Cross Sections.dwg
PLOT DATE: 06-26-14 PLOTTED BY: ycee

FIGURE 7.7: TYPICAL STREET CROSS SECTIONS



BACK-IN PARKING STALL DETAIL

N
0 10



LOCATION OF BACK-IN PARKING STALLS

N
0 200

Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070080\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.8_Typical Back-in Parking Stall.dwg
PLOT DATE: 06-26-14
PLOTTED BY: yace

FIGURE 7.8: TYPICAL BACK-IN PARKING STALL

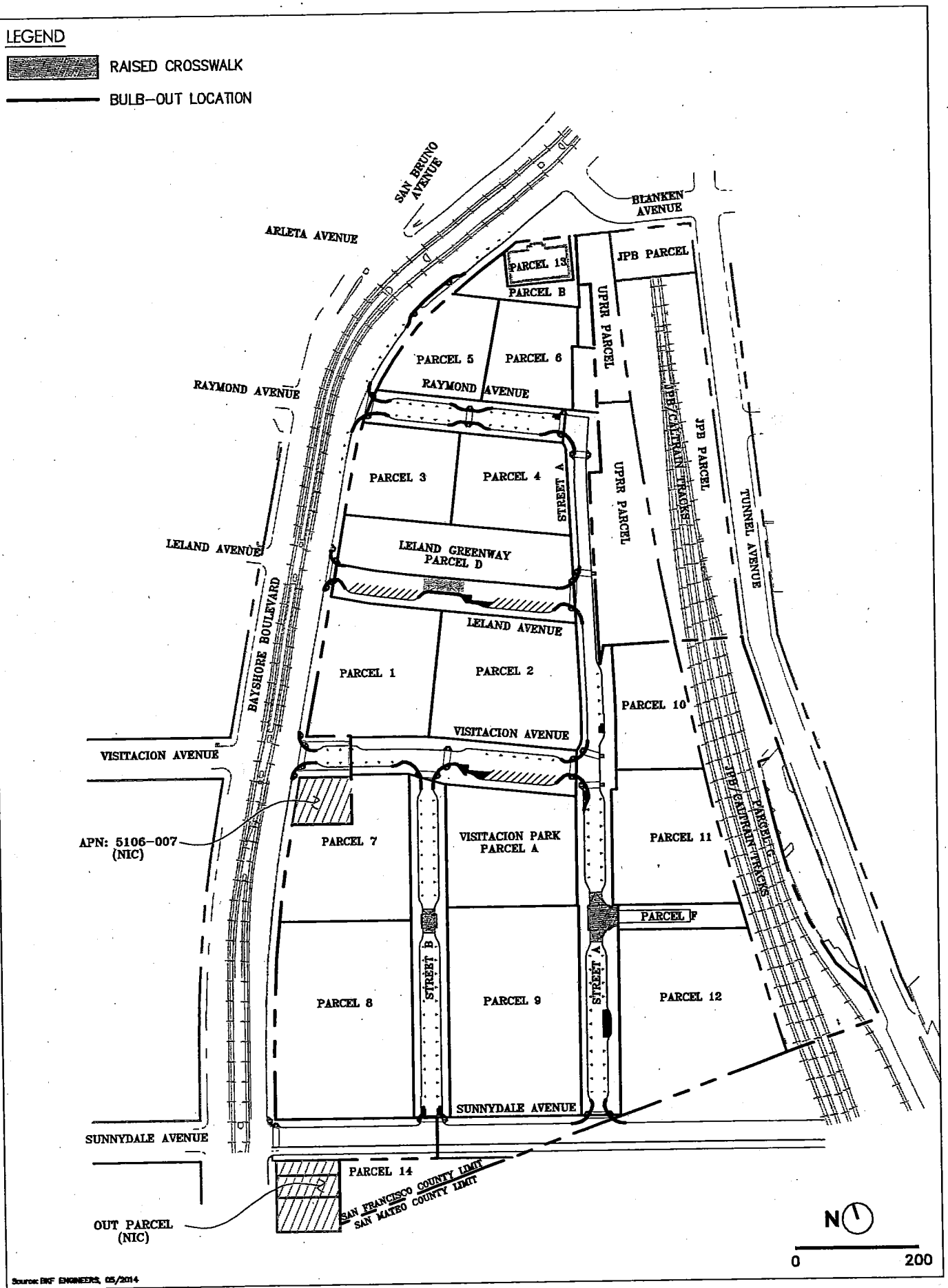
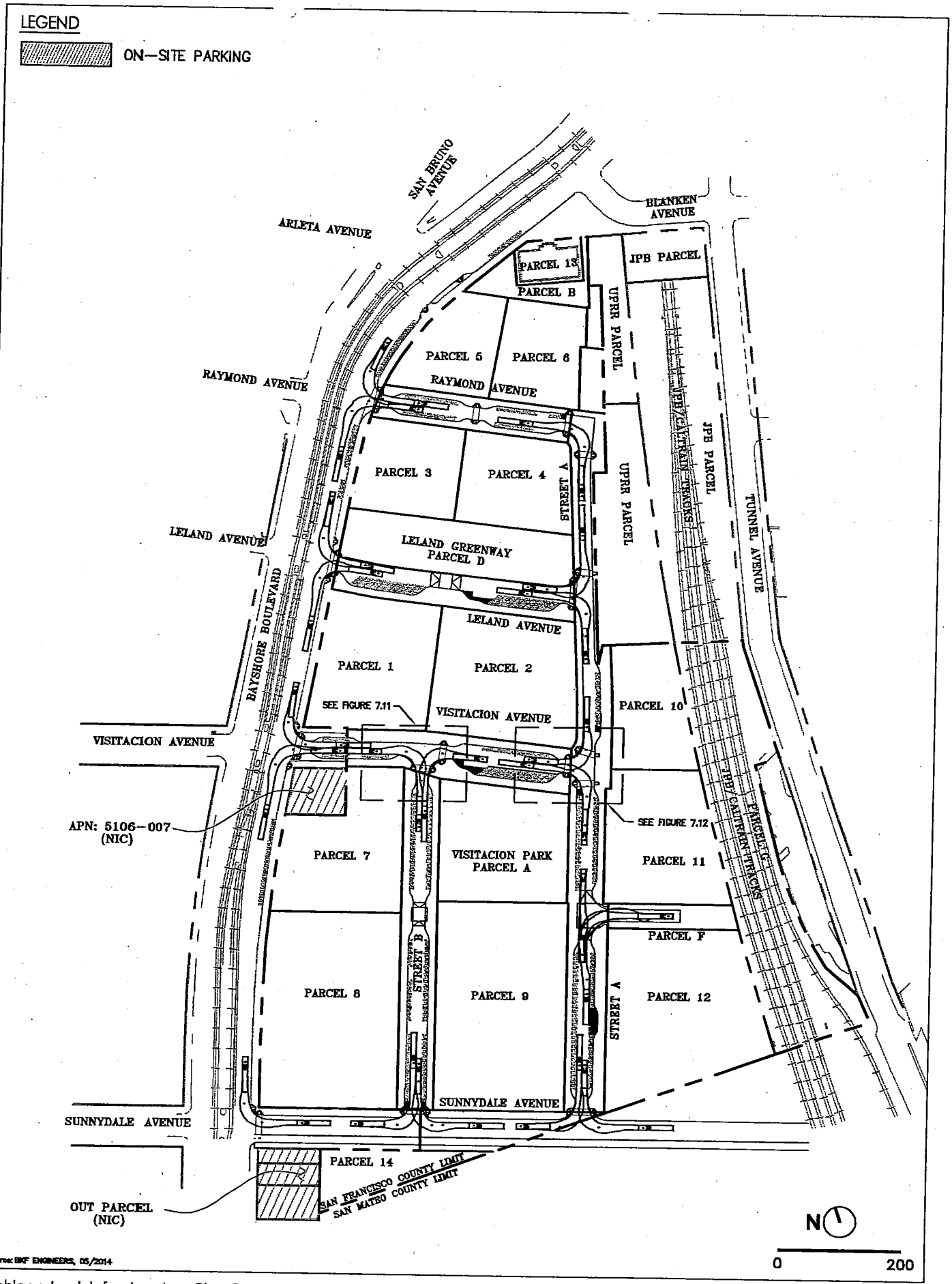


FIGURE 7.9: POTENTIAL TRAFFIC CALMING ELEMENTS



DRAWING NAME: K:\Eng07\07009\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.10_Fire Truck Turning.dwg
PLOT DATE: 06-20-14
PLOTTED BY: yoss

FIGURE 7.10: CONCEPTUAL FIRE TRUCK TURNING ANALYSIS

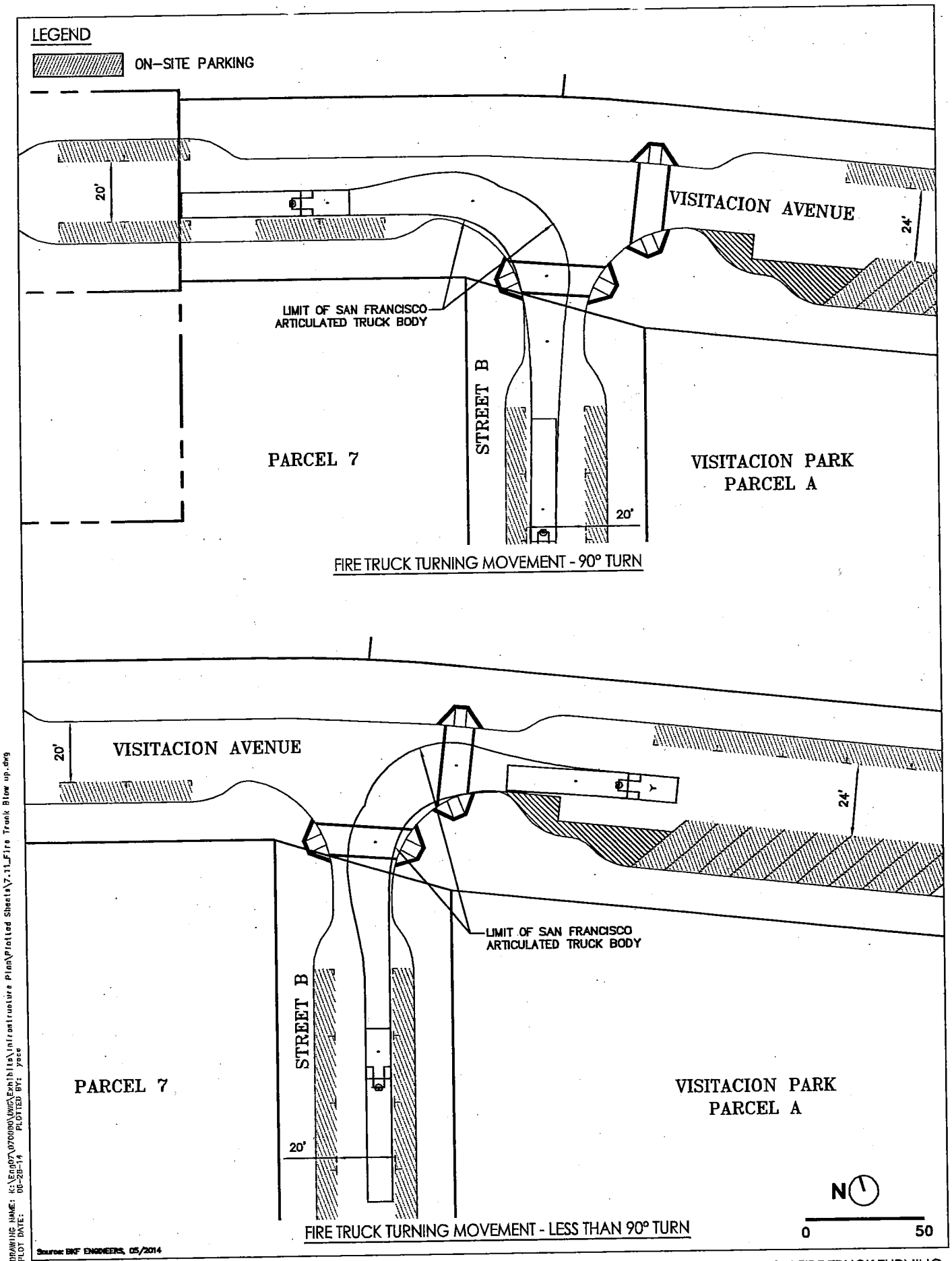


FIGURE 7.11: ENLARGEMENT OF TYPICAL INTERSECTION FIRE TRUCK TURNING

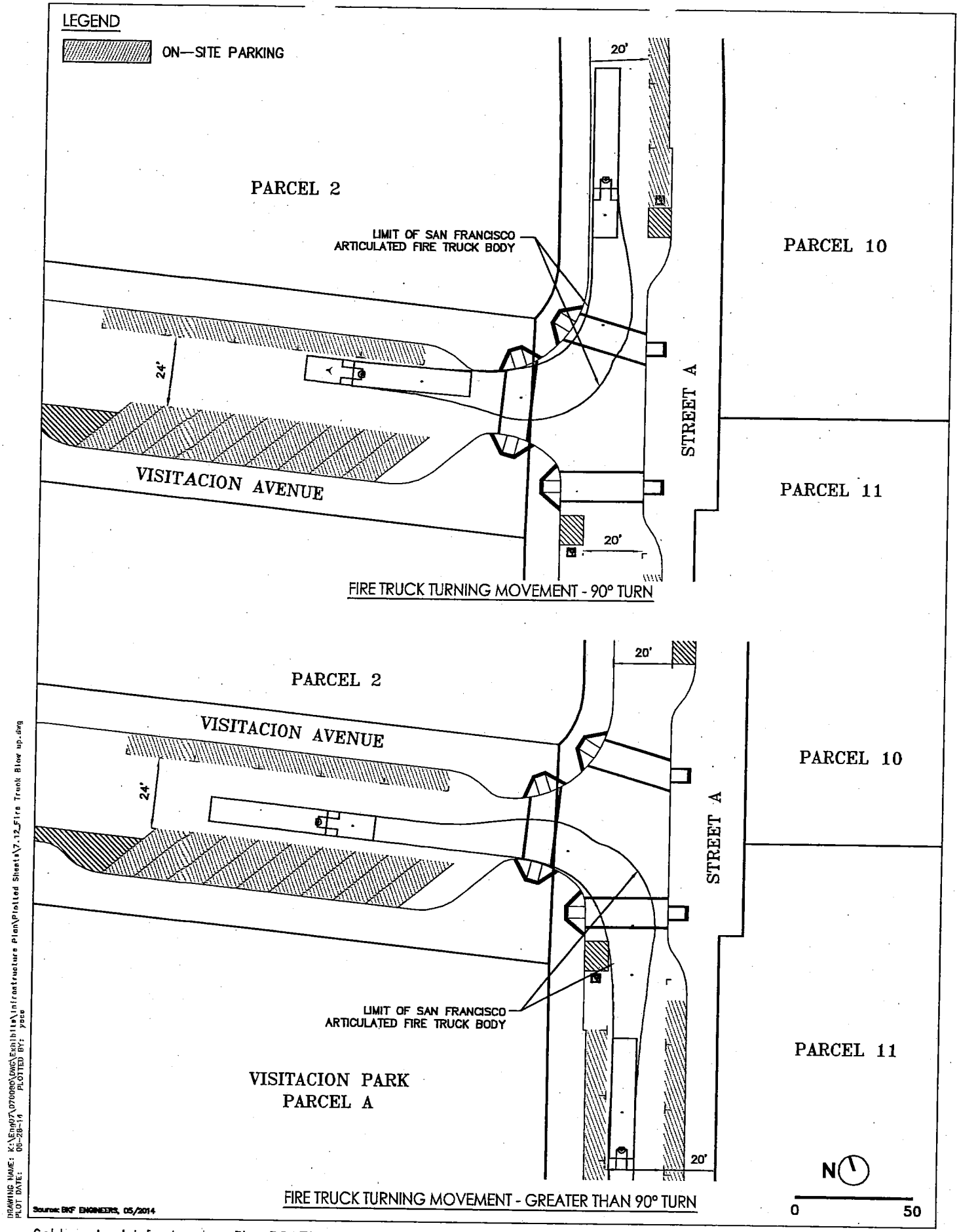
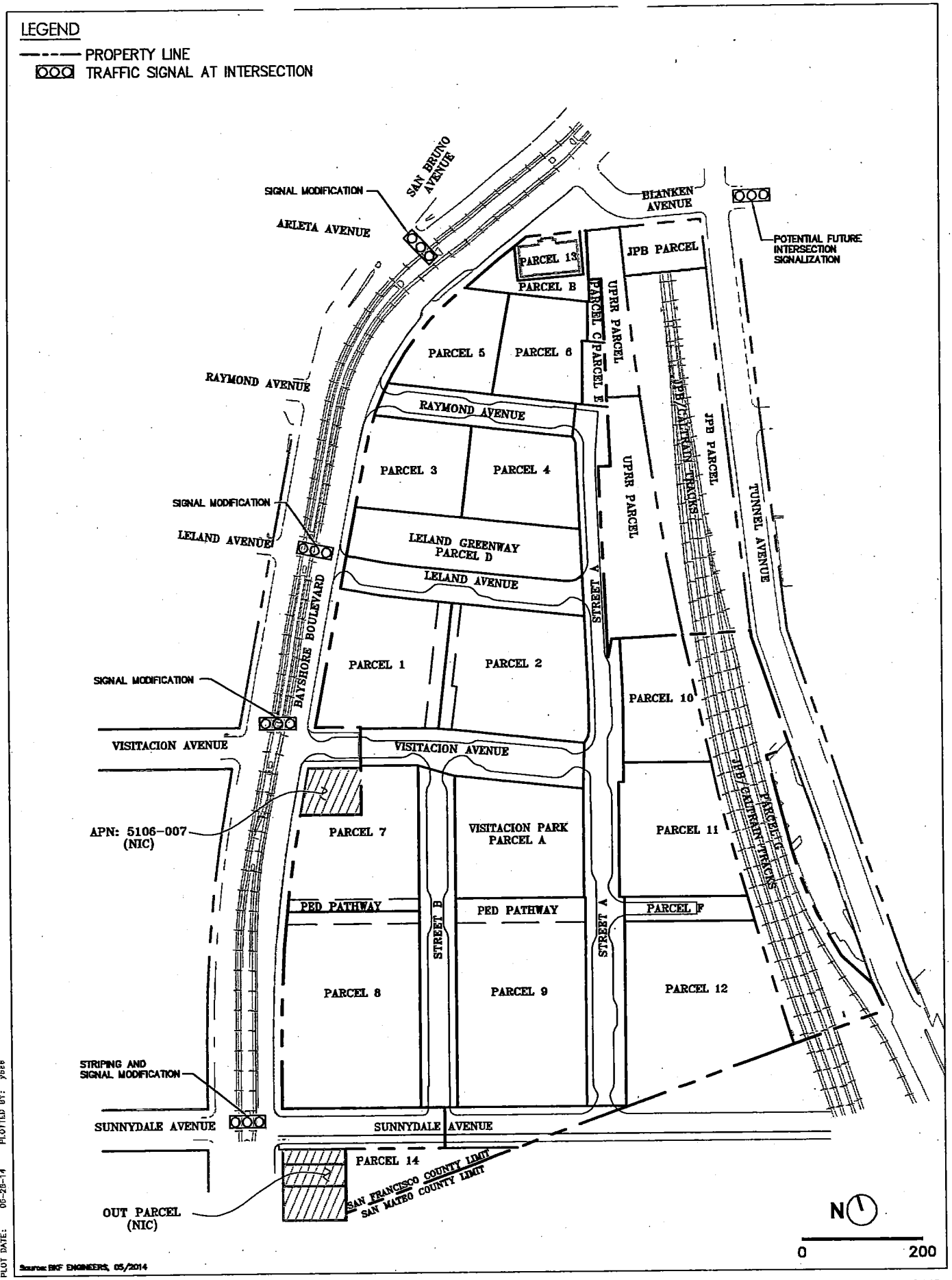


FIGURE 7.12: ENLARGEMENT OF TYPICAL INTERSECTION FIRE TRUCK TURNING



DRAWING NAME: K:\Eng07\070000\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.13_Proposed Offsite Traffic Mitigations.dwg
PLOT DATE: 06-26-14
PLOTTED BY: yoes

FIGURE 7.13: PROPOSED OFF-SITE TRAFFIC MITIGATIONS

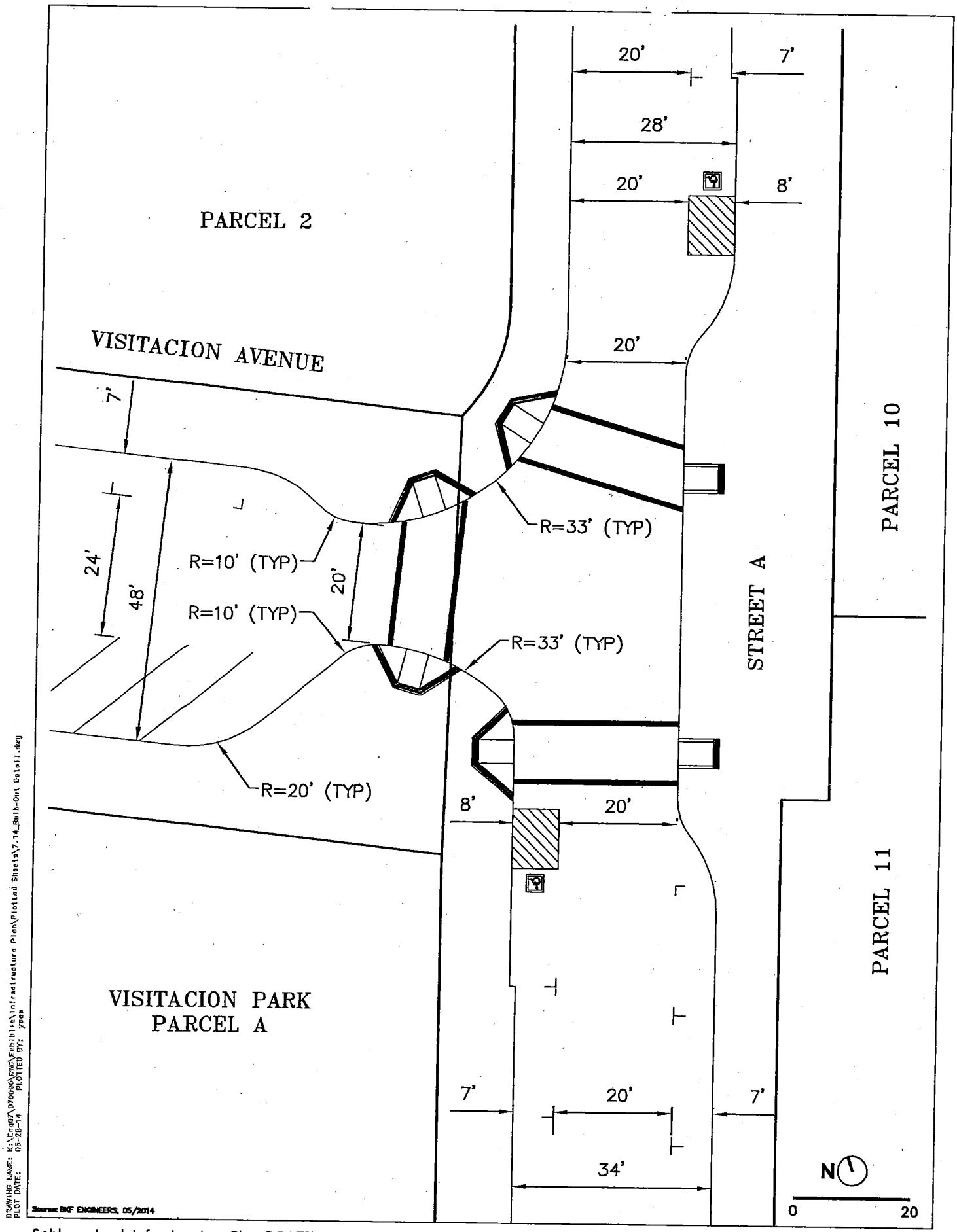
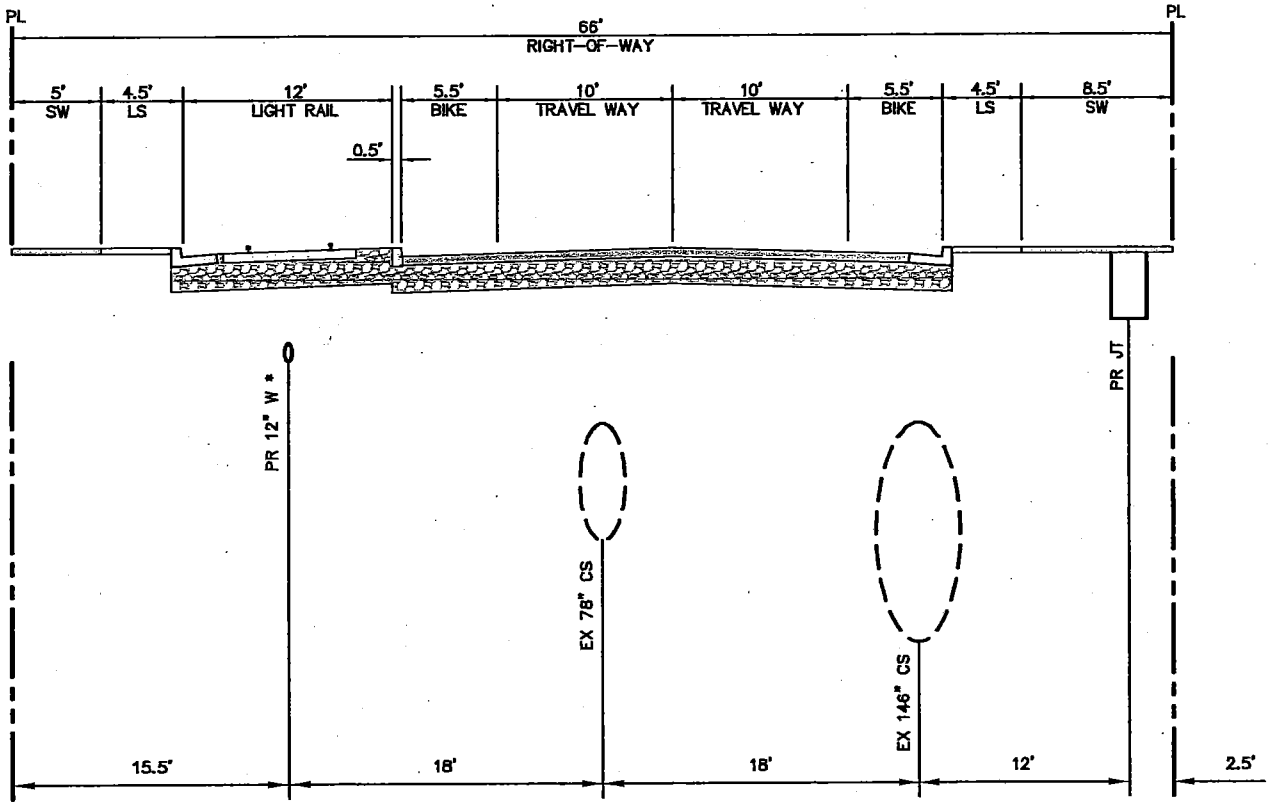


FIGURE 7.14: TYPICAL INTERSECTION BULB-OUT DETAIL

LEGEND

CS	COMBINED SEWER
EX	EXISTING
JT	JOINT TRENCH
LS	LANDSCAPING
PAE	PUBLIC ACCESS EASEMENT
PL	PROPERTY LINE
PR	PROPOSED
PRUE	PRIVATE UTILITY EASEMENT
SW	SIDEWALK
W	WATER



*NOTE: FINAL LOCATION OF PROPOSED 12" WATER TO BE DETERMINED BY THE SFPUC TO AVOID PLACEMENT UNDERNEATH POTENTIAL MUNI T-THIRD LIGHT RAIL LINE.

1 – SUNNYDALE AVENUE
NTS

Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070080\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\7.15_Sunnydale Utility.dwg
PLOT DATE: 05-21-14 PLOTTED BY: yaco

FIGURE 7.15: CONCEPTUAL SUNNYDALE AVENUE UTILITY SECTION

8. OPEN SPACE AND PARKS

8.1 Proposed Public Parks

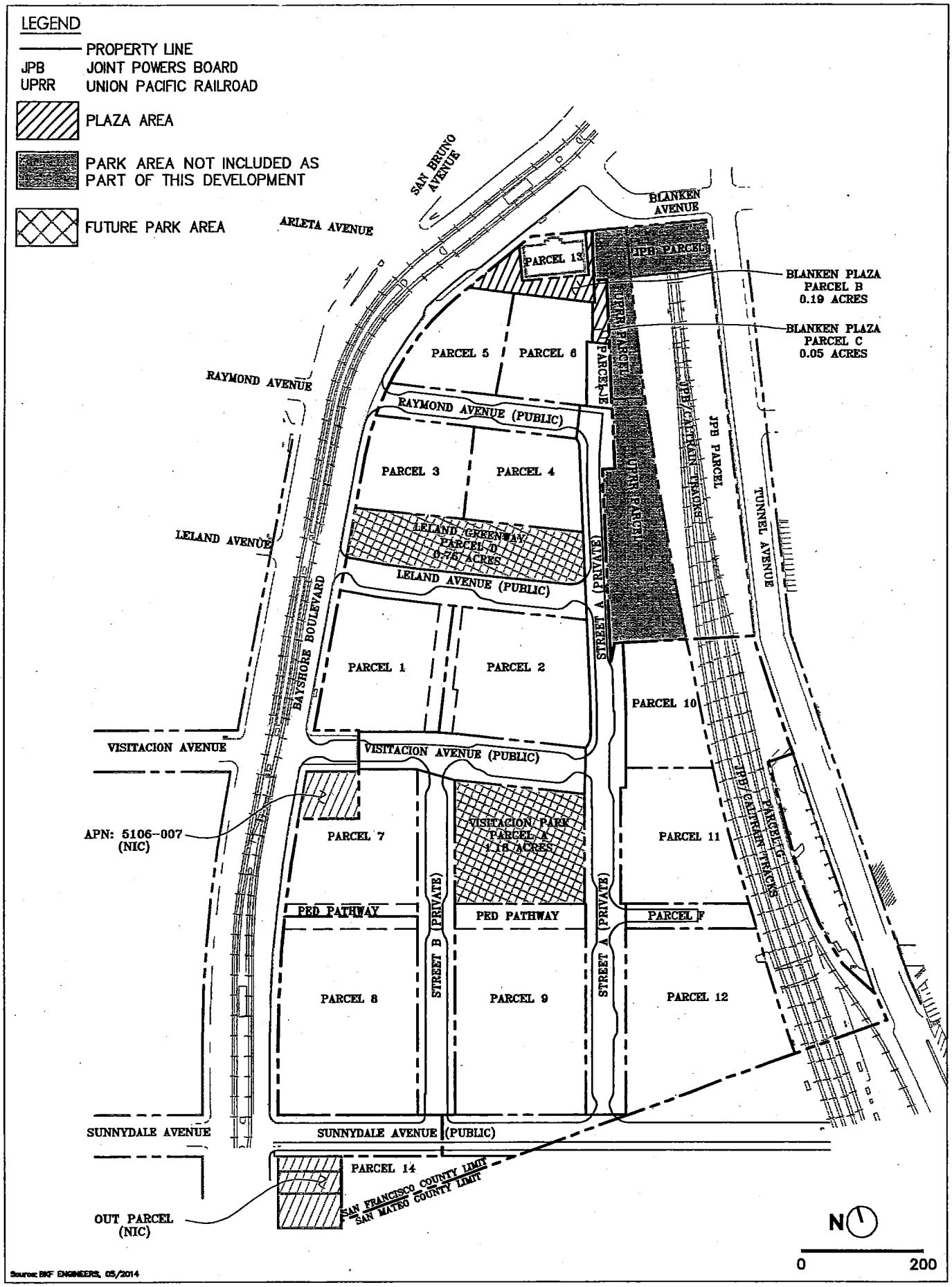
Three major park areas—a portion of the Blanken Park, Leland Greenway, and Visitacion Park—are located on the Project Site and will be constructed as a part of the Project. Land fee title or easement purchase from JPB and UPRR will be required to build the remainder of Blanken Park as proposed in the Open Space and Streetscape Master Plan. Where feasible, stormwater management features may be incorporated into the park areas to promote site sustainability goals and achieve compliance with the SDG. Additional approvals with DTSC will be required should the project pursue infiltration stormwater management elements or stormwater storage and reuse for irrigation, if feasible, associated with achieving compliance with the SDG. Figure 8.1 identifies the locations and areas of the proposed public parks at the Schlage Lock Site. Park improvements, which may include public art and historic commemoration elements, are described in detail in the Open Space and Streetscape Master Plan. These park and infrastructure improvements, including stormwater collection facilities, stormwater management facilities, irrigation systems, and fire hydrants, will be designed and installed per City standards by the Developer. Review, permitting and inspection costs for the park and playground improvements are the responsibility of the Developer. Playground and park designs shall be reviewed and approved by SFDPW prior to permit issuance and shall be inspected for compliance with the approved plans prior to being sanctioned for use.

8.2 Phasing, Operations and Maintenance for Open Space and Parks

The Developer will construct the new parks in phases to match the need for parkland generated by each of the Blocks of the project, as well as the availability of utilities to each park area. The following identifies construction triggers that will dictate the completion of the proposed public park improvements:

- **Leland Greenway:** Construction will be completed when development of two of the adjacent Blocks (Parcels 3 and 4) is finished.
- **Visitacion Park:** Construction will be completed when some of the adjacent Blocks are completed.
- **Blanken Park:** The Historic Office Building Plaza will be completed when Parcels 5 and 6 are constructed.

The maintenance of improvements within the parks, including stormwater management facilities within the park, will be funded through private sources, as described in the DA.



DRAWING NAME: K:\Engi7\07006\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\8.1_Proposed Public Park and Plaza Locations.dwg
PLOT DATE: 06-28-14 PLOTTED BY: yese

FIGURE 8.1: PROPOSED PUBLIC PARK & PLAZA LOCATIONS

9. POTABLE WATER SYSTEM

9.1 Existing Low Pressure Water System

Water service will be provided by a water supply, storage, and distribution system operated by the SFPUC. The system will be used for domestic water supply and low pressure fire hydrants. Existing low pressure water system surrounds the site on Bayshore Boulevard (12-inch), Blanken Avenue (8-inch and 12-inch), and on Tunnel Avenue (8-inch and 12-inch) on the east side of the Caltrain/JPB tracks. According to record maps, a 12-inch main crosses under the tracks and connects the Schlage Lock site to the system in Tunnel Avenue.

Service to the former Schlage Lock factory was from the existing main on Bayshore Boulevard at Visitacion Avenue and from the existing main on Tunnel Avenue crossing under the tracks. On-site water facilities were removed as part of the site remediation under the oversight of the DTSC.

9.2 Proposed Low Pressure Water System

9.2.1 Project Water Demands

The project water demands stated as total required flow rate are identified in the Table 9.1 below and in Appendix C. A future project Master Plan that outlines the Project's methods used for calculating the flow demands will be submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

	Demand (gpm)
Domestic Average Daily Water Demand	141
Fire Water Demand	4,000
Irrigation Demand	84
Total Required Flow Demand	**4,225**

Table 9.1: Project Water Demands

9.2.2 Project Water Supply

As included in the project EIR and based on written communication from the SFPUC Director of Water Resources, dated October 11, 2007, the 2005 SFPUC Urban Water Management Plan had accounted for water demands associated with the proposed

redevelopment of the Schlage Lock Site and that development would not require major expansions of the existing water system. As both the proposed project and SFPUC water demand projections have been revised since then, the currently proposed project has subsequently been accounted for in SFPUC's latest City-wide demand projections provided in its 2013 Water Availability Study[1]. As concluded previously, the development would not require major expansions of the existing water system.

9.2.3 Project Water Distribution System.

The low pressure water system will be designed and constructed by the Developer, then owned and operated by the SFPUC upon construction completion and improvement acceptance by the SFPUC. The proposed low pressure water system is identified schematically on Figure 9.1. Along Bayshore Boulevard, four new water connections will line up with the project's proposed public street connections to provide an on-site looped system. As determined by the SFPUC, an additional connection to the existing 12-inch pipe near the JPB tracks may be added if the existing line is in an adequate working condition and if the existing stub is located at a convenient location west of the JPB property line on the Schlage Lock Site. This domestic water supply and fire protection system consists of ductile iron pipe mains, low pressure fire hydrants, valves and fittings, and appurtenances. Final pipe sizes, locations, connections and interconnections, flows, pressures, and location and number of fire hydrants will be determined with an EPANET hydraulic model analysis using appropriate design criteria reasonably established by the City. The potable water infrastructure will be located within the public street pavement such that the outside wall of a water or combined sewer pipe is a minimum of 1-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree trunk. The project water system will be modeled by the SFPUC during the Potable Water Master Plan review process to determine on-site system infrastructure requirements. After the Potable Water Master Plan approval process is substantially complete, final water system infrastructure designs for improvements within the new project streets will be submitted to the SFPUC for approval as part of the construction document plan set.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title

[1] http://www.sfwater.org/modules/showdocument.aspx?documentid=4168

22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. See Typical Street Utility (Figure 9.2) for depth and relationship to other utilities. Required disinfection and connections to new mains will be performed by the SFPUC

9.2.4 Proposed Fire Hydrant Locations

As shown on Exhibit 9.3, proposed on-site and off-site fire hydrants have been located at a maximum radial separation of 300 feet between hydrants. In addition, building fire department connections will be located within 100-feet of a fire hydrant. To accommodate the proposed frontage improvements and new street cuts along Bayshore Boulevard, existing fire hydrants will be relocated or replaced by the Developer. Final hydrant locations are subject to the approval of the SFFD, SFPUC, and will be located outside of the curb returns per DPW Order 175,387, where feasible. If fire hydrants are required within the curb returns to meet SFFD requirements, the project will work with the SFPUC and SFDPW to request an exception per Sections VI and VII of DPW Oder 175,387. Pending further discussions and approvals with the SFFD and SFPUC during the master planning process, public fire hydrants may be required on Parcels C and F to provide the necessary fire hydrant coverage at the site. Since the fire hydrants would be placed on private property, public utility easements would be required. Exhibit 9.3 shows 2 Fire Hydrants along the extension of Sunnydale Avenue into Brisbane to provide fire protection to the southwest corner of the project. A future agreement will be required between the City of San Francisco and the City of Brisbane to address the jurisdictional issues across City Limit boundaries.

9.3 Off-site Mitigations

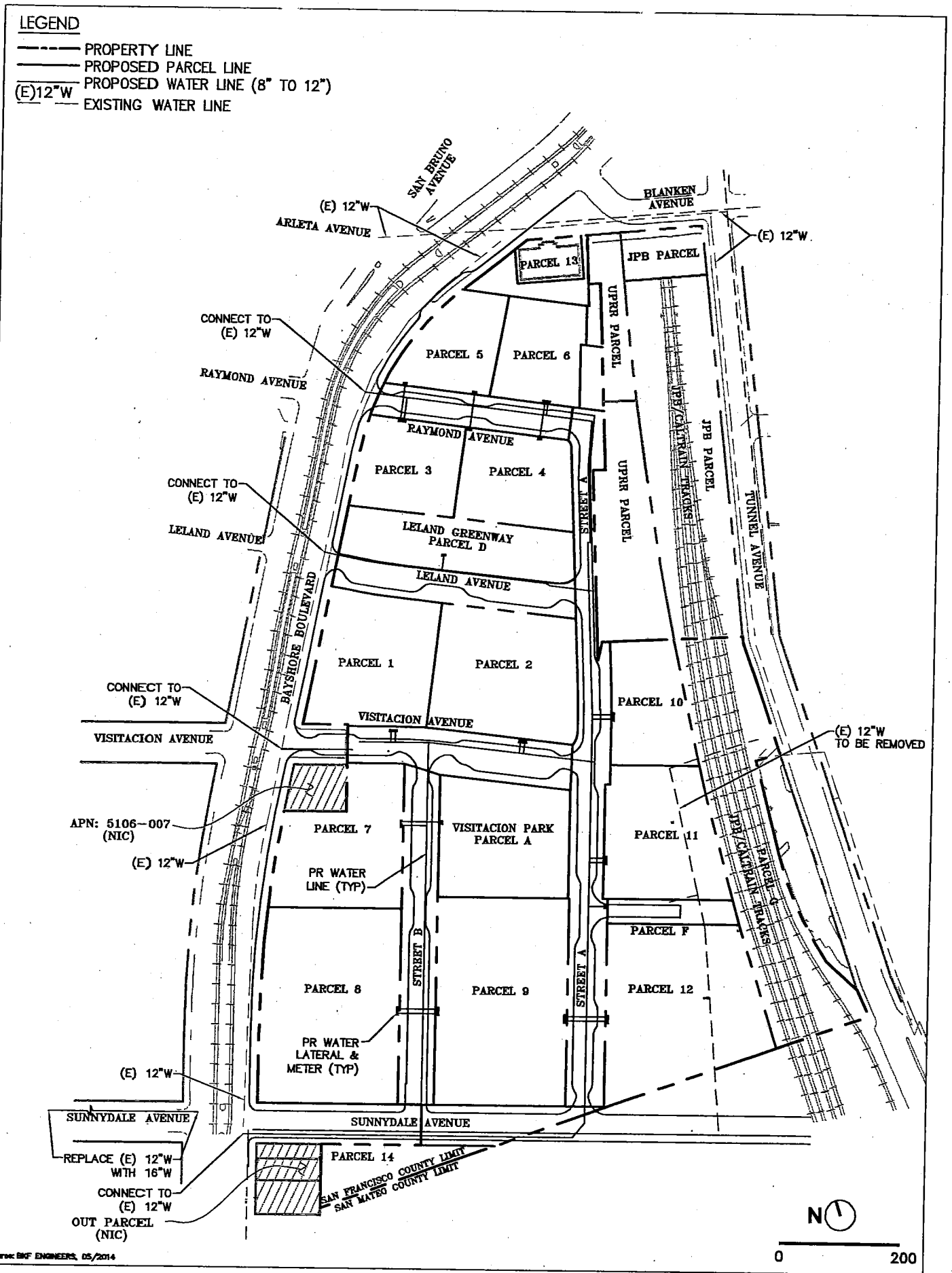
Based on the SFPUC's initial 2008 study and water model using the Project demands, the existing 12-inch main along Sunnydale Avenue between Peabody Street to the west side of Bayshore Boulevard will be replaced by a parallel 16-inch main in order to serve the proposed development. Given the increase in project density, the SFPUC will re-evaluate the project's impacts to its existing system surrounding the site as part of the Potable Water Master Plan approval process and confirm the required off-site mitigations to serve the redevelopment project. It is anticipated that the Developer will either design and construct the off-site improvements or pay a fee to the SFPUC to cover the design and construction costs in the future. The off-site improvements will be owned, operated and maintained by the SFPUC.

9.4 Phases for Potable Water System Construction

The Developer will design and install the new potable water system in advance of or in phases to match the Blocks of the Project, per the Phasing Plan in the DA. The amount of the existing system replaced with each Block may be the minimum necessary to serve the Block. The new Block will connect to the existing systems as close to the edge of the Block area as possible while maintaining the integrity of the existing system for the remainder of the development. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

A Potable Water Master Plan will be submitted to the SFPUC and SFDPW for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. Comments provided by City and its agencies on the Master Plans will be incorporated into the 60%, 95% and 100% construction document submittals for review and approval by the City and its agencies.

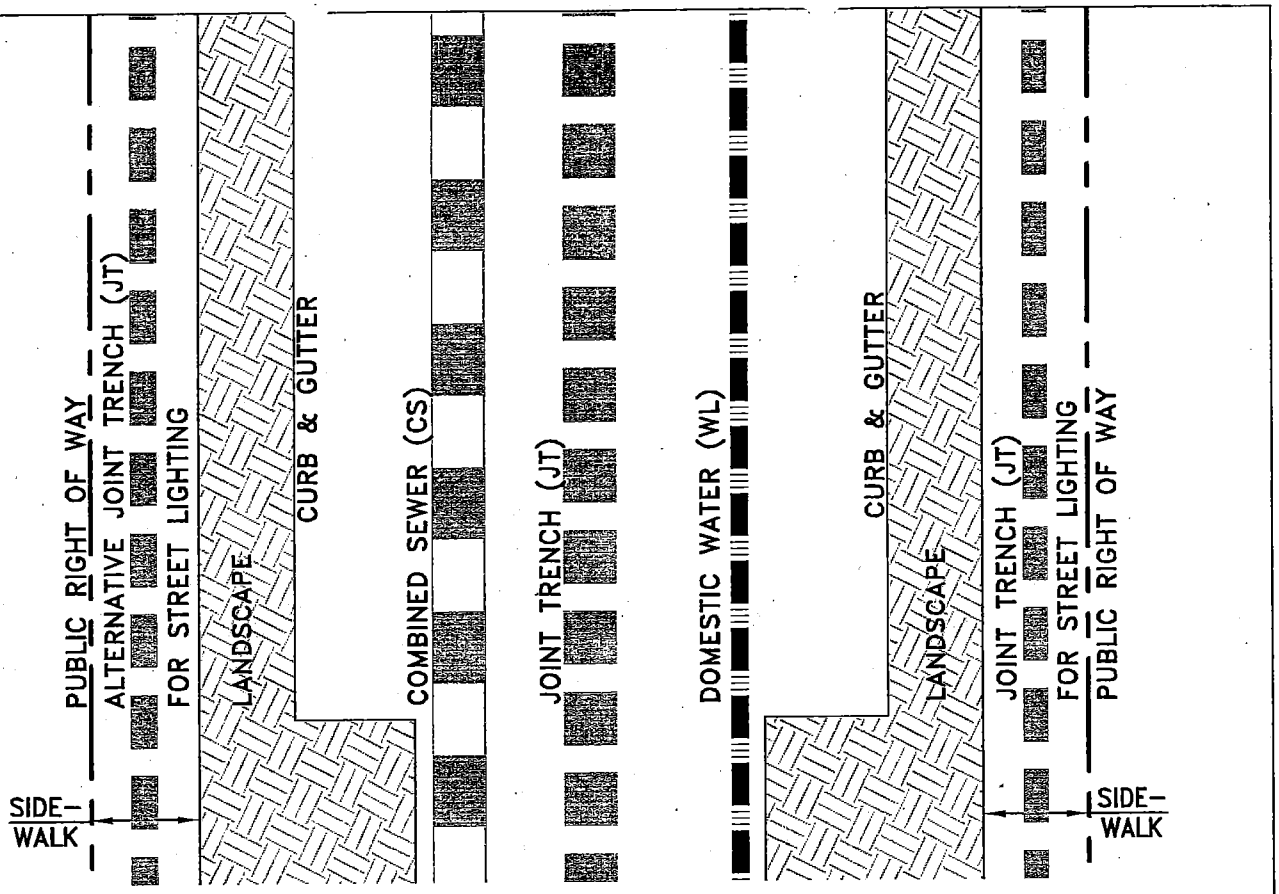
The SFPUC will be responsible for maintenance of existing potable water facilities. The SFPUC will be responsible for the new potable water facilities once construction of the Block or new potable water facility is complete and accepted by the SFPUC. Impacts to improvements installed with previous Blocks of development due to the designs of new Blocks will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.



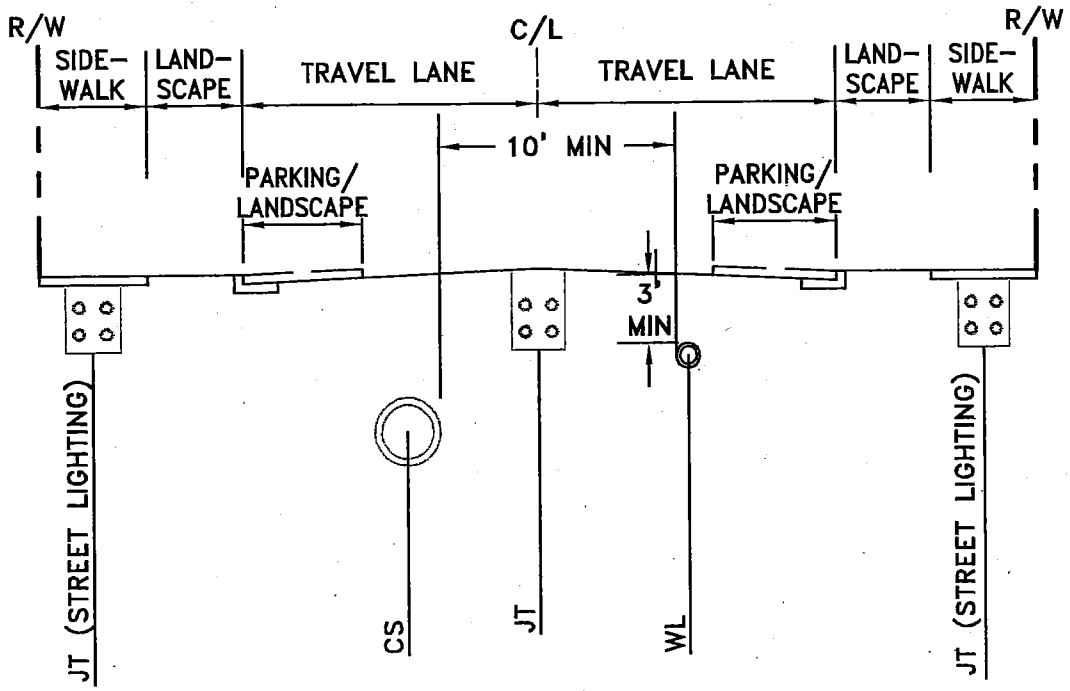
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\07008\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\V0.1_Conceptual Potable Water System.dwg
PLOT DATE: 05-28-14 PLOTTED BY: yano

FIGURE 9.1: CONCEPTUAL POTABLE WATER SYSTEM



TYPICAL STREETS
NTS

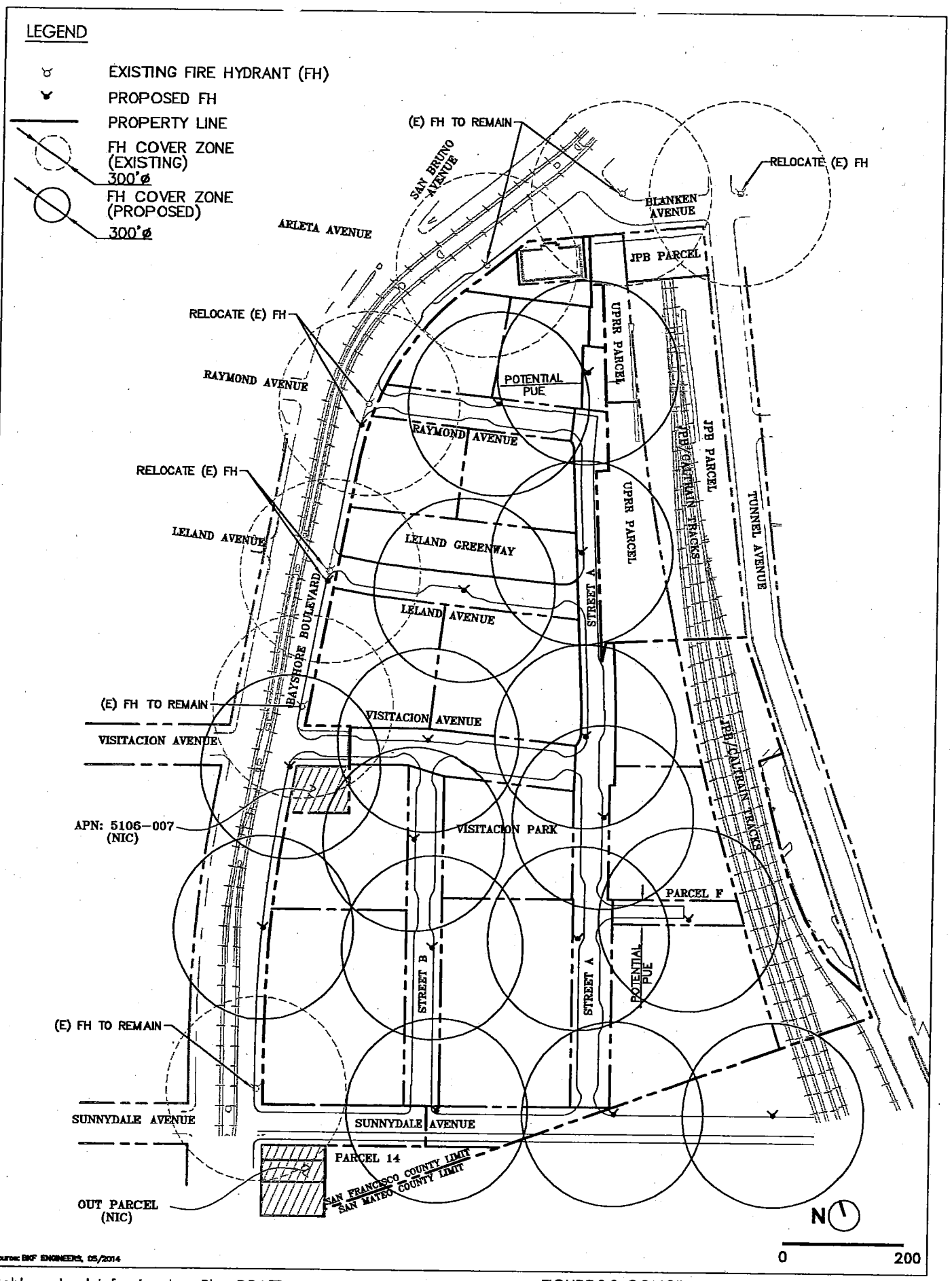


TYPICAL UTILITY CROSS SECTION
NTS

DRAWING NAME: K:\Eng07\070000\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\9.2_10.2_14.2_Typical Util Section.dwg
PLOT DATE: 08-28-14 PLOTTED BY: pcco

Source: BKF ENGINEERS, 08/2018

FIGURE 9.2: TYPICAL UTILITY SECTION WITHIN PUBLIC STREETS



DRAWING NAME: K:\Eng07\07009\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\9.3_Conceptual Fire Hydrant Locations.dwg
PLOT DATE: 05-28-14 PLOTTED BY: ysse

FIGURE 9.3: CONCEPTUAL FIRE HYDRANT LOCATIONS

10. COMBINED SEWER SYSTEM

10.1 Existing Combined Sewer System

The existing combined sewer main on Bayshore Boulevard connects to the 78-inch combined sewer main in Sunnydale at the Bayshore Boulevard and Sunnydale Avenue intersection. The existing combined sewer main on Tunnel Avenue (east side of the JPB tracks) also connects to the 78-inch combined sewer. At the intersection of Bayshore Boulevard and Blanken Avenue, the Historic Office Building to remain connects to the existing 15-inch combined sewer main in Blanken Avenue.

Also a 12-inch storm drain line from the former parking lot at the southwest corner of the site drains into the 78-inch Sunnydale main. Flow from the 12-inch combined sewer that runs beneath the JPB tracks connects with existing sanitary sewer infrastructure in Tunnel Avenue and is eventually conveyed to the SWPCP for treatment prior to discharge to the Bay.

The 78-inch combined sewer crosses the San Mateo County line travels beneath the Recology facility and discharges to the Harney Way Box Culvert and into the Sunnydale Pump Station, located east of Highway 101 on Harney Way in Brisbane. Flow from Sunnydale Pump Station is then conveyed through a series of conduits, tunnels and lift stations, eventually arriving at San Francisco's Southeast Water Pollution Control Plant (SWPCP) for treatment prior to discharge to the San Francisco Bay. Based on the project EIR, capacity is available at the SWPCP to serve the proposed project.

The City of San Francisco has recently constructed a new 168-inch combined auxiliary sewer main (Sunnydale Auxiliary Sewer) that runs approximately parallel to the existing 78-inch combined sewer main in Sunnydale Avenue. The Sunnydale Auxiliary Sewer has been installed within San Francisco County and runs parallel to the County line within a 29-foot public easement. An access structure with a 48-inch-by-48-inch connection knockout was installed within Sunnydale Avenue on the east side of the Sunnydale Avenue and Bayshore Boulevard intersection. At select locations, the Sunnydale Auxiliary Sewer is hydraulically linked to the 78-inch Sunnydale Combined Sewer with flow diversion structures. Similar to the 78-inch Sunnydale combined sewer, the 168-inch main connects to the Harney Way Box Culvert where flows will then be conveyed to the SWPCP for treatment prior to discharge to the San Francisco Bay.

10.2 Proposed Combined Sewer System

10.2.1 Proposed Sanitary Sewer Demands

Project sanitary sewer demands conservatively assume a 95% return on water demands resulting in an Average Daily Dry Weather Flow (ADWF) of approximately 192,300 gallons per day (gpd) (See Appendix C). A Combined Sewer Master Plan that outlines the Project's methods for calculating the flow demands will be submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. Applying a peaking factor of 3 to the ADWF, the project is anticipated to generate a Peak Dry Weather Flow (PDWF) of 576,900 gpd. As recommended by the Subdivision Regulations, an Inflow and Infiltration rate (I&I) of 0.003 cubic feet per second (cfs) (~1,925 gpd) per acre is added to the PDWF to calculate the Peak Wet Weather Flow (PWWF). Including the project I&I of 38,507gpd/acre, the anticipated PWWF for the project is approximately 615.410 gpd.

10.2.2 Proposed Combined Sewer Capacity

Preliminary hydrology models for the entire site have been developed and provided to the City as part of the Tentative Map approval process to confirm the combined sewer system designs and capacity. Storm and sewer flow capacity to serve the entire buildout of the project in the existing 78-inch combined sewer main and the adjacent 168-inch parallel combined sewer main has been confirmed by the "Hydraulic Study for Sewer Connection from Visitacion Valley Redevelopment Project" (Hydraulic Study) by Hydraulic Section IDC, SFDPW, and dated August 2013 (See Appendix B). Per the Hydraulic Study, flow diversion connections are adequately sized to support the demands generated by the development. As documented in the Hydraulic Study, capacity exists within the existing 78-inch combined sewer main on the southern edge of the property to serve the proposed project. In addition, a portion of the sewer demands for Parcel 1 or 2 up to 0.35 cfs may be connected to the existing manhole of the 12-inch main on Visitacion Avenue, approximately 65 feet east of Bayshore Boulevard. An analysis of the impacts of the proposed development demands on the existing upstream and downstream manholes will be reviewed as part of the Combined Sewer Master Plan review and approval process in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

10.2.3 Proposed Combined Sewer Design Basis

The proposed combined sewer system will be designed in accordance with the City of San Francisco Subdivision Regulations (Subdivision Regulations) or SFPUC Wastewater Utility Standards, as appropriate. Piping systems will be designed to convey the 5-year storm event inside the combined sewer infrastructure with overland release of the 100-year 90-minute storm conveyed between the top of curb elevations of the streets. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs, the sewer demands shall be included in the hydrology calculations for sizing combined sewer mains. If pumps, interceptors or diversion lines are not included, the sewer demands shall not be included in the sizing calculations for the combined sewer mains per the City Subdivision Regulations. Where sewer ejector pumps, diversion line, or interceptors are incorporated into the private development parcel utility system designs they will be owned and maintained by the private parcel owner.

10.2.4 Proposed Combined Sewer Design Criteria

As documented in the Subdivision Regulations or SFPUC wastewater utility standards, as appropriate, proposed 6-inch to 21-inch pipes will be constructed from ASTM C-700 Extra Strength Vitrified Clay Pipe (VCP) with 24-inch to 36-inch pipe constructed from ASRM C-700 Extra Strength VCP. High density polyethylene (HDPE) pipe SDR-17 or better will be used in place of VCP where approved by the Director of Public Works with the consent of the SFPUC. HDPE larger than 12-inch shall be mandrel tested. Proposed city main sewers within the development will be constructed on approved crush rock bedding. The minimum residential and commercial service lateral size is 6 inches and 8 inches, respectively. Side sewers will have an air vent and trap. Manhole covers will be solid with manhole spacing set at a maximum distance of 300 to 350 feet and at changes in size, grade or alignment. Stormwater inlets will be installed per the Subdivision Regulations or SFPUC wastewater utility standards and outside of the curb returns crosswalks, accessible passenger loading zones and accessible parking spaces, where feasible.

A minimum cover of 6 feet will be provided on top of mains within public streets, unless a reduced cover depth of up to 4-feet is approved by the Director of Public Works with the consent of the SFPUC. Pipe slopes will be designed to minimum and maximum

values of 0.2 percent and 15 percent, respectively. Mains that are 12 inches to 18 inches in diameter shall have sufficient capacity to carry the design flow when running half full based on depth (d/D = 0.50). Mains larger than 18 inches shall have sufficient capacity to carry the design flow when running 0.75 full based on depth (d/D = 0.75). Freeboard Requirements will conform to the City of San Francisco Subdivision Regulations or SFPUC wastewater utility standards. The minimum freeboard requirement should take precedence over the filling ratio (d/D) for design flow conditions. Unless approved otherwise by the SFPUC, the slope of the main sewer will achieve a minimum velocity of 2 ft/sec under average flow conditions.

Vertical and horizontal separation distances between adjacent combined sewer system, potable water, and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. Where feasible, the combined sewer will be located in the center of the proposed public streets per Subdivision Regulations. As shown in Exhibit 10.2 and as required in many locations within the Project, the combined sewer will be offset from the center of the street to ensure that adjacent water lines can be placed outside of the proposed bulbouts while maintaining the required health code separation clearances. The combined sewer will be located within the public street pavement such that the outside wall of a water or combined sewer pipe is a minimum of 1-foot clear from the lip of gutter and a minimum of 5-feet clear from a proposed tree trunk. Final approval of the combined sewer location within the street section and variances is subject to SFPUC approval during the Combined Sewer Master Plan and Project construction document review process.

10.2.5 Proposed Combined Sewer Collection System

The proposed combined sewer system is identified schematically on Figure 10.1. The combined sewer system will be designed and constructed by the Developer. Street sewers including street drainage within the new City street rights-of-way will be reviewed and approved by the SFPUC. The new combined sewer system will be maintained and owned by the SFPUC, upon construction completion and improvement acceptance by the SFPUC. The proposed system will include stormwater collection structures and sanitary sewer laterals connected by a system of 12-inch to 36-inch gravity combined sewer mains.

A portion of the first phase of development may discharge a flow of approximately 0.35 cubic feet per second (cfs) to an existing manhole of the 12-inch main on Visitacion Avenue, approximately 65 feet east of Bayshore Boulevard.

In addition, similar to the existing condition, the Historic Office Building to remain will connect to the existing 15-inch combined sewer main in Blanken Avenue.

The remainder of the combined sewer system will connect to the existing 78-inch combined sewer on Sunnydale Avenue at two locations. At the both the intersection of Street B and Sunnydale Avenue and the intersection of Street A and Sunnydale Avenue, the on-site combined sewer system will connect to existing manhole structures. When connecting proposed combined sewer infrastructure to the existing 78-inch Sunnydale combined sewer main, a manhole will be installed at the point of connection or on the development's on-site combined sewer main at a maximum distance of 10 feet from the exterior wall of the existing 78-inch Sunnydale combined sewer main. Special connection details at the existing 78-inch Sunnydale combined sewer main will require review and approval by the SFPUC.

See Figure 10.2 for the approximate combined sewer system depth and its relationship to other adjacent utilities.

10.2.6 Construction within the 29-foot wide SFPUC easement

The SFPUC has a 168-inch combined sewer tunnel along the southern edge of the site. The SFPUC holds a 29-foot wide subsurface easement per Recorded Document 2010-J052542 for the sewer tunnel. The language of the easement provides for the future construction of improvements over the easement provided that the improvements do not negatively impact the sewer tunnel. The current project proposes new buildings that will span the sewer tunnel. Building foundations spanning the sewer tunnel will be designed and constructed by the Developer. Structural and architectural plans and specifications, foundation plans and details, and a construction/settlement monitoring program, shall be reviewed and approved by the SFPUC prior to permitting vertical construction on each of the Blocks. Prior to vertical construction on each of the Blocks that may negatively impact the tunnel, as well as following completion of construction,

the Developer shall also submit a video inspection to the SFPUC of the tunnel, in compliance with SFPUC video inspection guidelines.

10.2.7 Proposed Combined Sewer Backflow Prevention

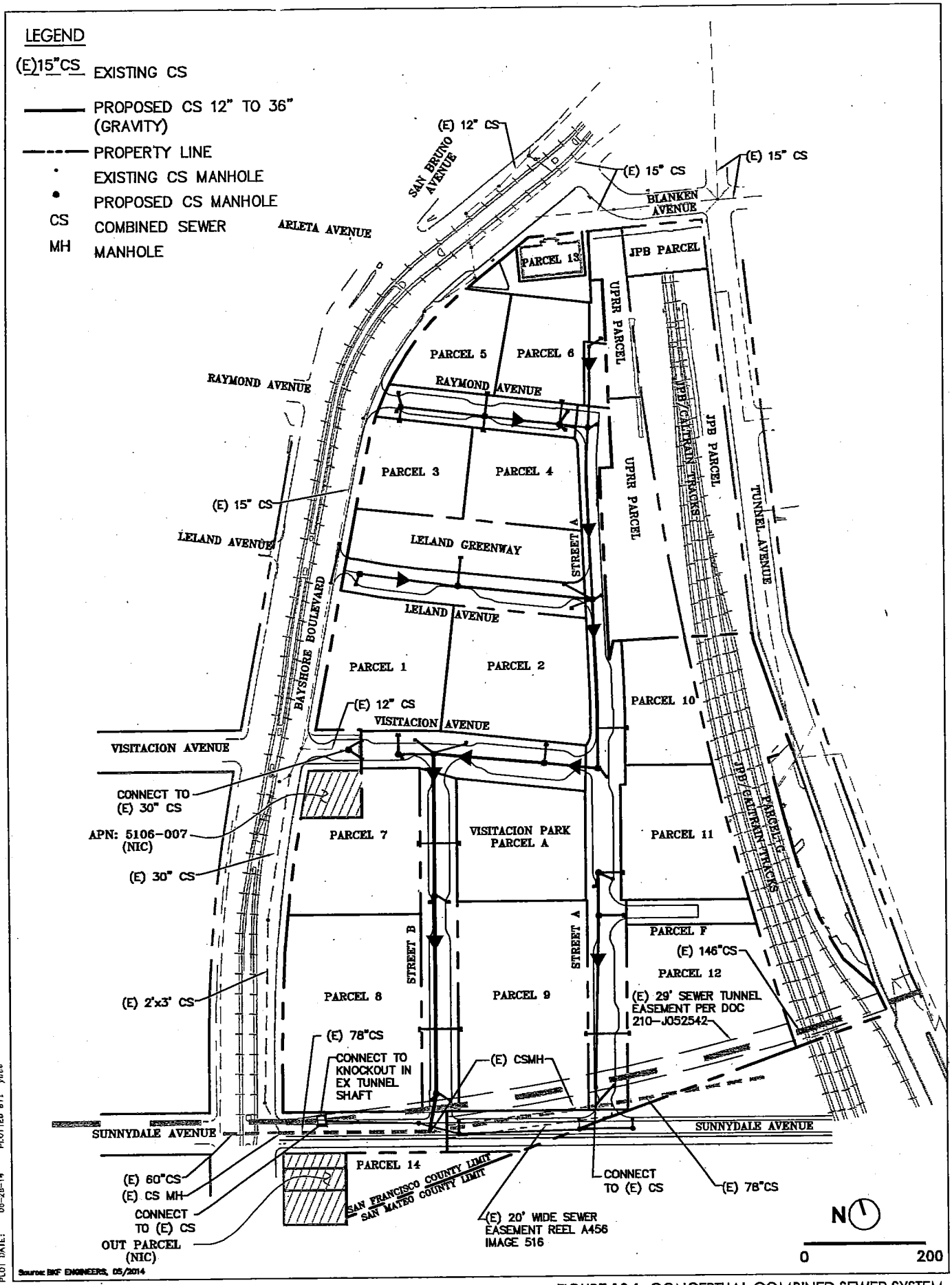
Hydrology models will be developed as part of the Combined Sewer Master Plan review and approval process in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. The evaluation will analyze the 78-inch flow under pressure conditions to determine the necessity for a backflow prevention device to keep wet weather flows from backing up into the Schlage Lock Site combined sewer system. At the SFPUC's discretion, the developer will construct the improvements as determined by the hydraulic analysis.

10.3 Phases for Combined Sewer System Construction

Construction phasing of the project will comply with the state construction General Permit and provide a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan. The Developer will design and install the new combined sewer system to match the Blocks of the project. Some on-site infrastructure remains as part of the environmental grading SWPPP and will be removed by the Developer with the phased buildout of the project. The amount of the existing system replaced within each Block will be the minimum necessary to serve the Block. The new Blocks will connect to the systems constructed in previous phases as close to the edge of the new Block as possible while maintaining the integrity of the system for the remainder of the development. Repairs and/or replacement of the existing system or new system constructed for previous phases necessary to serve the new Block will be designed and constructed by the Developer.

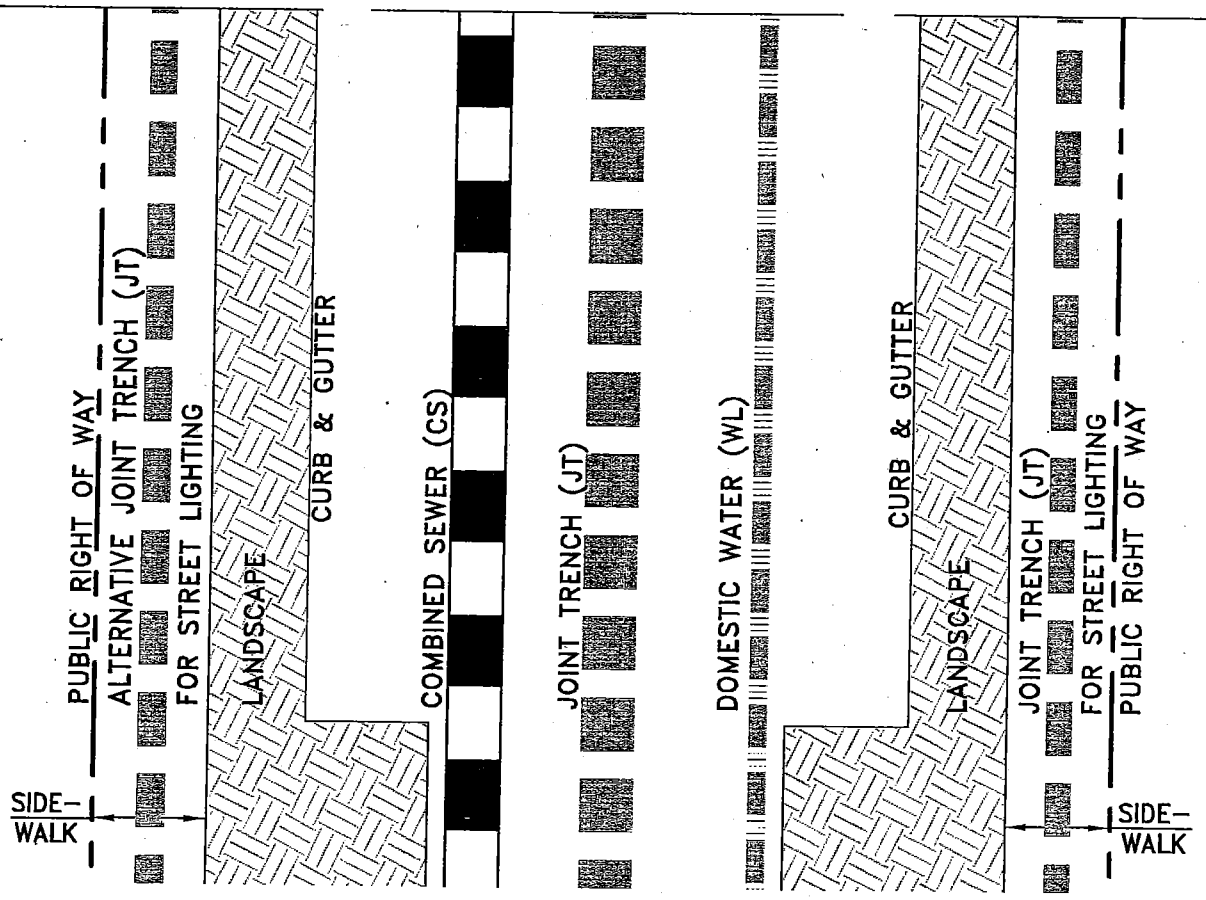
A Combined Sewer Master Plan will be submitted to the SFPUC for review and approval in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks. Detailed infrastructure designs for the combined sewer system will be submitted for review and approval at the 60%, 95% and 100% construction document plan stages for each phase of the project.

The SFPUC will be responsible for the new combined sewer system in public streets once construction of the Block or new combined sewer system is complete and accepted by the SFPUC.

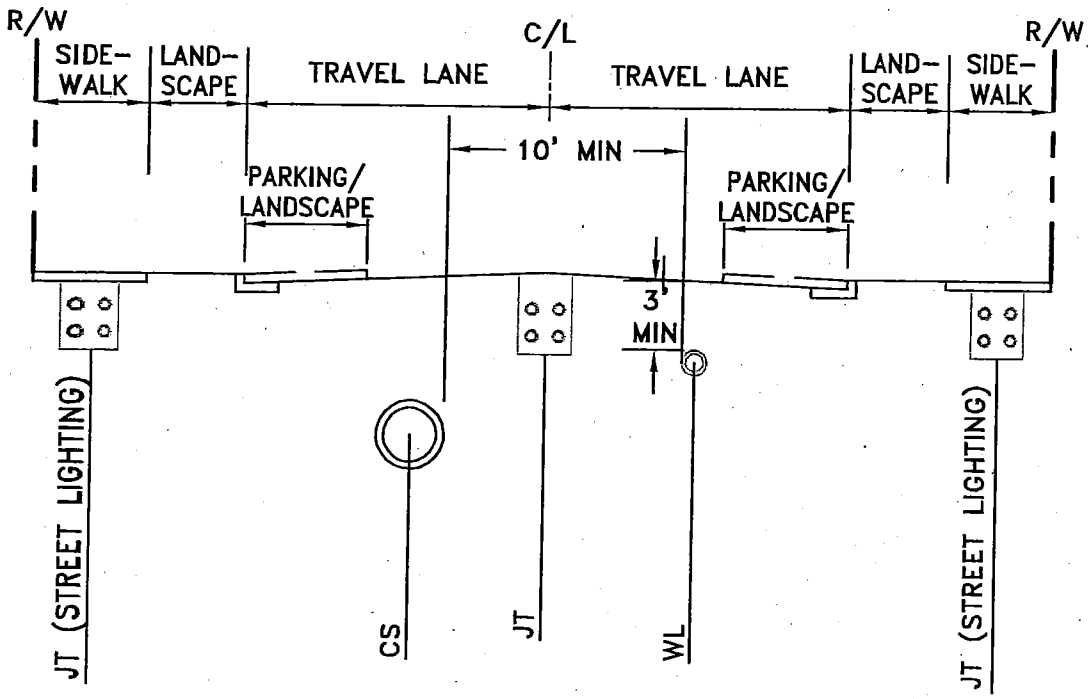


DRAWING NAME: K:\Eng07\070000\DWG\Exhibits\Infrastructure Plan\Plotted Sheets\10.1_Conceptual Combined Sewer System.dwg
PLOT DATE: 05-28-14
PLOTTED BY: yoss

FIGURE 10.1: CONCEPTUAL COMBINED SEWER SYSTEM



TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

DRAWING NAME: c:\Eng07\070090\Exhibits\Infrastructure Plan\Plotted Sheets\8.2_10.2_14.2_Typical util Section.dwg
PLOT DATE: 08-28-14 PLOTTED BY: yase

Source: BKF ENGINEERS, 08/2018

FIGURE 10.2: TYPICAL UTILITY SECTION WITHIN PUBLIC STREETS

11. AUXILIARY WATER SUPPLY SYSTEM (AWSS)

11.1 Existing AWSS Infrastructure

The San Francisco Public Utilities Commission (SFPUC), in cooperation with the San Francisco Fire Department (SFFD), owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently, AWSS infrastructure does not exist within or directly adjacent to the project site. Hardened Pipe and AWSS piped systems are located to the north and west of the project site, approximately a mile away. An existing cistern is located on Blanken Avenue, east of the project site and railroad tracks within the Little Hollywood neighborhood.

11.2 AWSS Regulations and Requirements

New developments within the City and County of San Francisco (CCSF) must meet fire suppression objectives that were developed by the SFPUC and SFFD following a major seismic event. The SFPUC and SFFD work with the Developer to determine post-seismic fire suppression requirements during the planning phases of the project. Requirements will be determined based on increase in building density, fire flow and pressure requirements, City-wide objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in public right-of-way, on CCSF property, or on private property within a public easement, as approved by SFPUC on a case by case basis.

11.3 Conceptual AWSS Infrastructure

To meet the SFPUC and SFFD AWSS requirements, the development may be required to incorporate infrastructure and facilities that may include, but are not limited to:

- Multiple underground water storage cisterns, typically 75,000 gallons each;
- Seismically reliable high-pressure water piping and hydrants with connection to existing AWSS distribution system;
- Independent network of seismically reliable low-pressure piping and hydrants with connection to existing potable water distribution system at location that is determined to be seismically upgraded by SFPUC;
- Saltwater pump station that supplies saltwater to AWSS distribution piping following a major seismic event;
- Piping manifolds along waterfront that allow fire trucks to access and pump sea or

bay water for fire suppression; and/or

- Portable water supply system (PWSS), including long reaches of hose and equipment mounted on dedicated trailers or trucks.

For the Schlage Lock development project, it is anticipated that one of the three options or a portable water supply system may meet the requirements; however, the project-specific requirements have not been fully analyzed by the SFPUC and SFFD in time for the publication of the Infrastructure Plan. Final designs of the AWSS solution for the project site and/or selection of a PWSS will be determined by the SFPUC and SFFD in consultation with the Developer.

11.4 Phases for AWSS Construction

The Developer will construct the new AWSS in advance of or in phases to match the Blocks of the Project, per the Phasing Plan in the DA. The SFPUC will be responsible for the new AWSS facilities once construction of the Block is complete and accepted by the SFPUC. Impacts to improvements installed with previous Blocks of development due to the designs of new Blocks will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new Block.

12. RECYCLED WATER ASSESSMENT

Currently, neither existing nor planned recycled infrastructure exists within the Schlage Lock Site vicinity. The existing site does not contain infrastructure for recycled water, nor did the former site facilities include recycled water infrastructure or similar on-site systems. The nearest exiting source of recycled water is North San Mateo County Sanitation District's water treatment plant in Daly City; however, there is no recycled water conveyance infrastructure serving the Schlage Lock Site.

SFPUC's Recycled Water Master Plan for the City and County of San Francisco (March 2006) calls for the expansion of the auxiliary water supply system, including an upgrade of SWPCP and extension of recycled water pipelines. However, these pipelines are not planned to extend to the Schlage Lock site, with the nearest system termination points located at Salinas Avenue and Third Street in the Bayview Neighborhood and San Bruno Avenue and Mansel Street in the Portola Neighborhood. Correspondingly, the Schlage Lock Site is located outside the Reclaimed Water Use Ordinance Area.

Currently, the SFPUC is conducting a recycled water demand assessment of potential users and uses in the eastern areas of San Francisco. The 2012 Recycled Water Project Needs Assessment Report examined the potential uses of recycled water for irrigation, toilet flushing, and various commercial and industrial applications. The report does not identify the Schlage Lock Site among potential users.

Since a recycled water source and service is not available, the proposed project does not intend to design or construct recycled water infrastructure at the Schlage Lock Site.

13. STORMWATER MANAGEMENT SYSTEM

13.1 Existing Stormwater Management System

Prior to demolition, the Schlage Lock site was approximately 98 percent impervious, mostly covered with pavement and buildings. Stormwater discharged directly to an on-site combined sewer system that conveyed both the stormwater runoff and sanitary sewer flows from the site. The combined system discharged to the City of San Francisco combined sewer system at three locations—a 12-inch connection to the Bayshore Boulevard combined sewer system, an 18-inch lateral to the 78-inch combined sewer main in Sunnydale Avenue, and a 12-inch combined sewer line that runs east beneath the JPB railroad tracks. Also, a 12-inch storm drain line from the former parking lot at the southwest corner of the site drains into the 78-inch Sunnydale main. The existing site did not include any stormwater management systems to reduce runoff volumes.

13.2 Proposed Stormwater Management System

13.2.1 San Francisco Stormwater Design Guidelines

The City of San Francisco Stormwater Design Guidelines (SDG) is the regulatory guidance document describing requirements for post-construction stormwater management. The SDG requires projects in combined sewer areas to implement a stormwater management plan that results in a 25 percent decrease in the total volume and peak flow of stormwater runoff from the 2-year 24-hour design storm.

13.2.2 Proposed Site Conditions and Baseline Assumptions

The development will include the dedication of approximately 4.66-acres of public streets and 2.01-acres of parks and plaza open space areas. Within the public street rights-of-way, landscape strips and permeable pavers over clean aggregate in tree wells may be included to reduce runoff flow rates and volumes supplemented by areas of lined bio-retention cells. The private development areas will be approximately 12.34-acres of the site. The private development sites will be covered entirely with podium structures with landscape planters and pedestrian pathways. The landscape elements will act to slow the rate at which stormwater flows from the parcels to the public combined sewer system and reduce the volume of runoff through evapotranspiration, retention within soil void spaces and absorption by plant materials. These baseline conditions will be designed to integrate with the potential stormwater management

concepts and Low Impact Development (LID) elements to create both a sustainable environment at the site as well as achieve compliance with the SDG.

13.2.3 Stormwater Management Design Concepts and Master Plan

The redevelopment of the Schlage Lock site will include both public areas (public street right-of-way and public parks), and private development areas (private streets and building parcels). A 25% reduction in total volume and peak flow of the runoff generated by the 2 year 24 hour storm event from the development area is required by the SDG since the Project will be installing and connection to an existing combined sewer system. Stormwater management performance quantities and strategies will be developed as part of the Stormwater Management Master Plan, for review and approval by the SFPUC in advance of the 60% construction documents for phased buildout of the public rights-of-way and parks.

13.3 Stormwater Control Plan

Based on the designs reviewed and approved by the SFPUC as part of the Stormwater Management Master Plan, the stormwater management strategies for the Schlage Lock Site will be documented in a Stormwater Control Plan (SCP) in compliance with SFPUC stormwater management regulations and the requirements of the SDG. The selected modeling methodology will be per the SFPUC Accepted Hydrologic calculation methods. The Preliminary Stormwater Control Plan for the public improvements will be submitted for review and approval before the 60% construction document plan for each phase of the project, and the Final SCP will be submitted with the 95% construction document set for that phase or block and prior to construction. For private development parcels, a Preliminary SCP and Final SCP shall be submitted for approval per SFPUC stormwater management requirements.

13.4 Phases for Stormwater System Construction

The Developer will design and install the new stormwater management systems to match the Blocks of the project. Permanent and interim stormwater management requirements as outlined in the SDG will be met at the completion of each Block and/or phase of the Project.

At all phases of the development, the Developer must provide functioning and adequate stormwater management in compliance with the SFPUC's post-construction stormwater

management requirements and the Stormwater Design Guidelines. A Stormwater Management Master Plan that outlines the project's stormwater management solutions for full build-out of the Project will be prepared and submitted to the SFPUC for review and approval in advance of the 60% construction document submittals for phased buildout of the public rights-of-way and parks. The Developer must complete the construction of the stormwater management improvements required for each development phase prior to receiving a temporary certification of occupancy for the development phase. If a future park will include stormwater controls necessary for a particular phase of development or future parcel to meet the stormwater management requirements of the SFPUC, that park must be developed in conjunction with that development phase and be complete prior to issuance of the temporary certificate of occupancy for any parcel within that phase. Permanent or interim centralized stormwater management facilities necessary to achieve stormwater management compliance within a development phase will be constructed and operational prior to or in conjunction with that phase. Interim stormwater Best Management Practices (BMPs) currently implemented as part of the on-site remediation will be preserved on undeveloped parcels. Stormwater management systems, which may include infiltration basins, bio-retention cells, flow-through planters, pump stations and storage areas located on public or private property within the Schlage Lock Site, will be maintained by the property owner(s), Master Development Association, or its Assignees.

14. DRY UTILITY SYSTEMS

14.1 Existing Electrical, Gas, and Communication Systems

On the east side of Bayshore Boulevard adjacent to the Schlage Lock site, there are existing electrical, gas, and communication systems. On Blanken Avenue, there are gas and communication systems.

14.2 Project Power Providers and Requirements

Chapter 99 of the City of San Francisco Administrative Code requires the City to consider the feasibility of supplying electricity to new development projects. The SFPUC shall prepare an assessment of the feasibility of the City providing electric service to the development (the "Feasibility Study"). The Developer will cooperate with SFPUC in SFPUC's preparation of the Feasibility Study. The Feasibility Study shall include, but not be limited to, the following: 1) electric load projection and schedule; 2) evaluation of existing electric infrastructure and new infrastructure that will be needed; 3) analysis of purchase and delivery costs for electric commodity as well as transmission and distribution services that will be needed to deliver power to the development; 4) the potential for load reduction through energy efficiency and demand response; 5) business structure cost analysis; and 6) financial and cost recovery period analysis. Should the City elect to provide electric service to the Project such service shall be provided by the City on terms and conditions generally comparable to, or better than, the electric service otherwise available to the project.

14.3 Proposed Joint Trench

The proposed Joint Trench is identified schematically on Figure 14.1. Work necessary to provide the joint trench for dry utilities, typically installed within in public streets and adjacent sidewalk area, consists of trench excavation and installation of conduit ducts for electrical, gas, and communication lines. Additionally, utility vaults, splice boxes, street lights and bases, wire and transformer allowance, and backfill are included. Electric and power systems will be constructed per the applicable standards of the agency or company with controlling ownership of said facilities with street lighting infrastructure constructed per City standards. The utility owner/franchisee (such as SFPUC, PG&E, AT&T, Comcast and/or other communication companies) will be responsible for installing facilities such as transformers and wire. All necessary and properly authorized public utility improvements for which franchises are authorized by the City shall be designed and

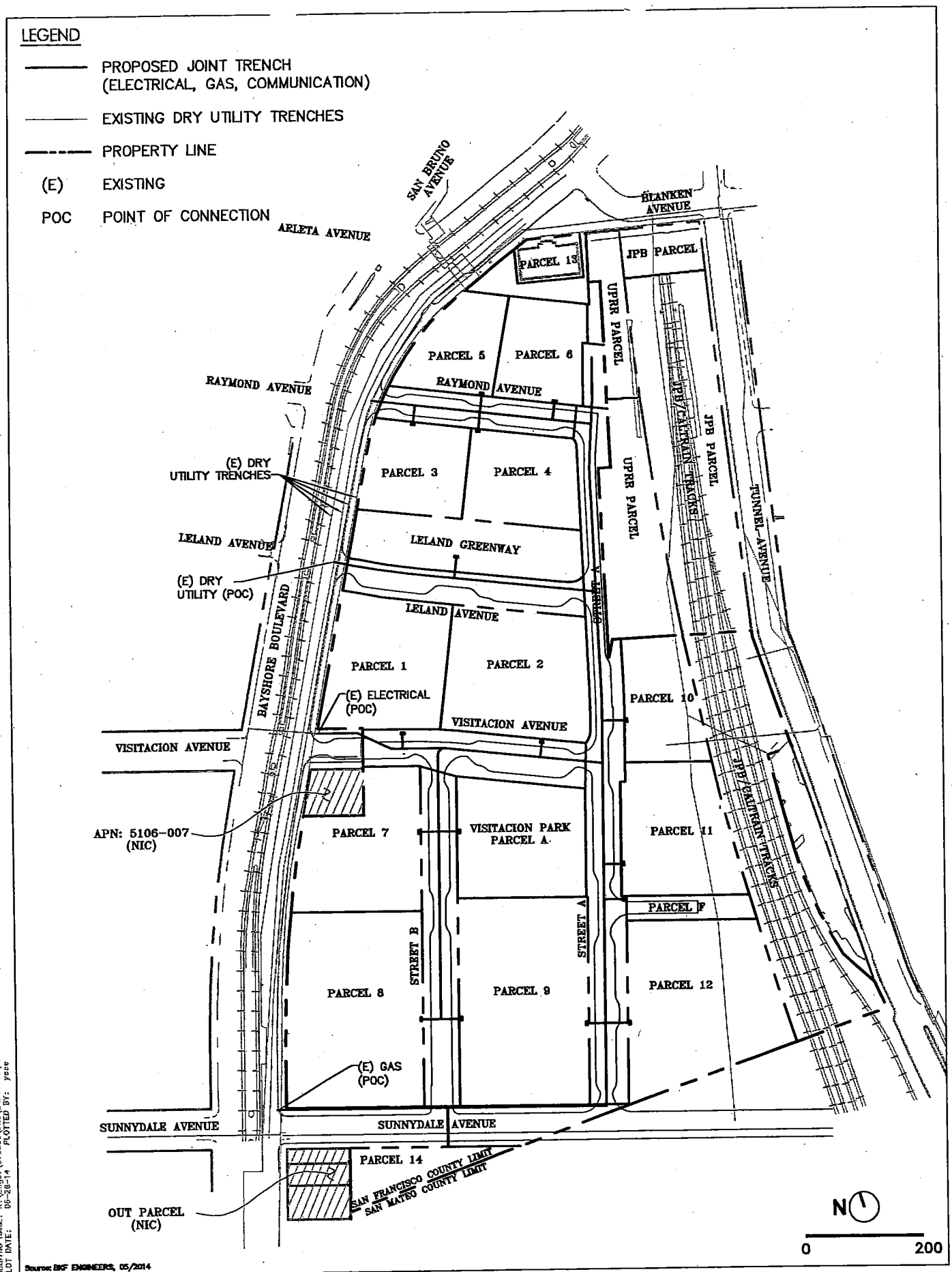
installed in the public right-of way in accordance with permits approved by SFDPW. Joint trenches or utility corridors will be utilized wherever allowed. The location and design of joint trenches or utility corridors in the right-of way must be approved by SFDPW during the subdivision review process. The precise location of the joint trench in the right-of-way will be determined prior to recording the applicable Final Map and identified in the project construction documents. Nothing in this Infrastructure Plan shall be deemed to preclude the Developer from seeking reimbursement for or causing others to obtain consent for the utilization of such joint trench facilities where such reimbursement or consent requirement is otherwise permitted by law.

14.4 Phases for Dry Utility Systems Construction

The Developer will design and install the new joint trench systems in phases to match the Blocks of the project. The amount of the existing system replaced with each Block will be the minimum necessary to serve the Blocks. The Block will connect to the existing systems as close to the edge of the new Block as possible while maintaining the integrity of the existing system. Repairs and/or replacement of the existing facilities necessary to serve the Block will be designed and constructed by the Developer.

The service providers will be responsible for maintenance of existing facilities until replaced by the Developer and will be responsible for the new power facilities once the Block or new power facility is complete and accepted by the utility provider.

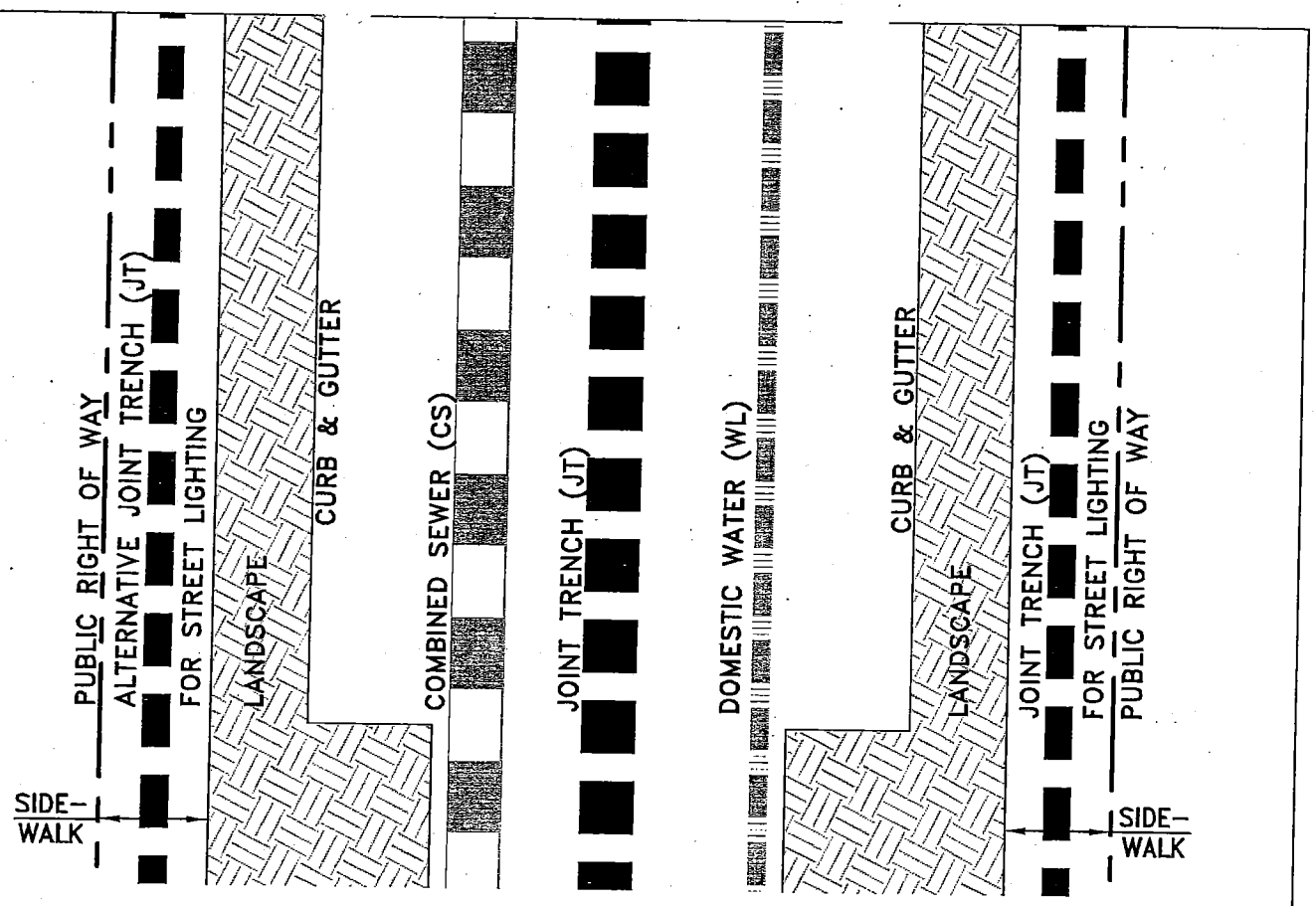
Impacts to improvements installed with previous phases of development due to the designs of the new phase will be the responsibility of the Developer and addressed prior to approval of the construction drawings for the new phase.



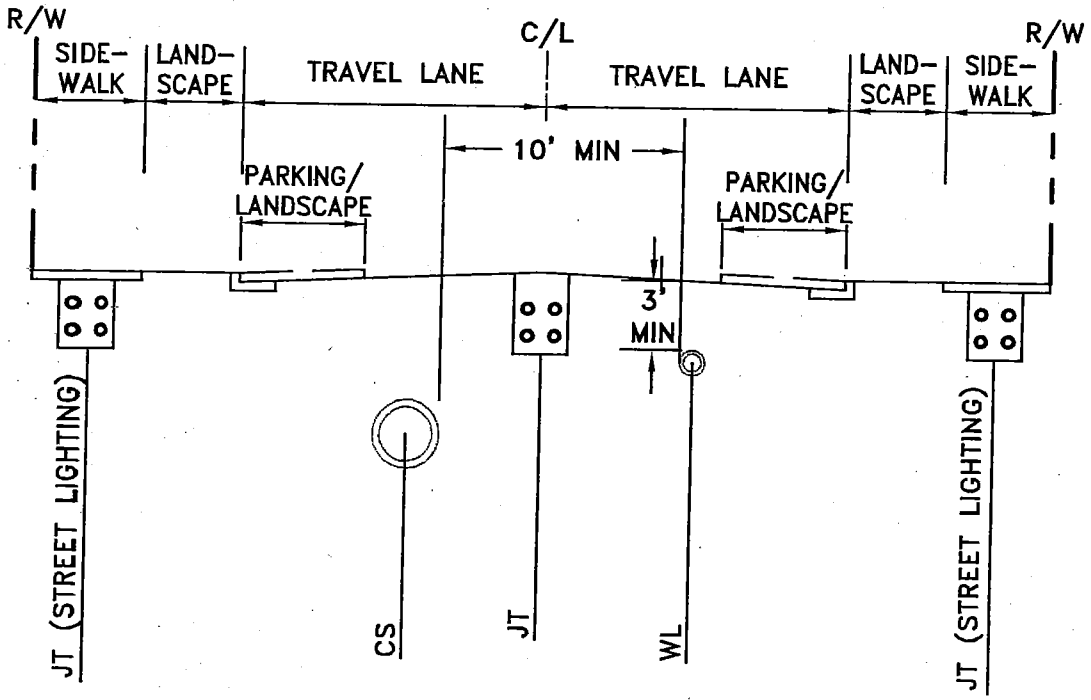
Source: BKF ENGINEERS, 05/2014

DRAWING NAME: K:\Eng07\070000\Pmt\Exhibits\Infrastructure Plan\Plotted Sheets\14.1_ConceptUtil Dry Utility System.dwg
PLOT DATE: 06-28-14
PLOTTED BY: ysew

FIGURE 14.1: CONCEPTUAL DRY UTILITY SYSTEM



TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

DRAWING NAME: K:\Eng07\070060\WRC\Exhibits\Infrastructure Plan\Plotted Sheets\9.2_10.2_14.2_Typical util Section.dwg
PLOT DATE: 06-28-14 PLOTTED BY: yeee

Source:

FIGURE 14.2: TYPICAL UTILITY SECTION WITHIN PUBLIC STREETS

15. FUTURE UTILITY DOCUMENTATION SUBMITTAL REQUIREMENTS

Following City approval of this Infrastructure plan and prior to construction, the Developer shall submit the following subsequent infrastructure related design documents to the City for review and approval to ensure that all proposed public water, wastewater, and power infrastructure meets all requirements and standards of the SFPUC and be reviewed and approved by the SFPUC.

15.1 Utility Master Plans

Following approval of the Infrastructure Plan but prior to the submittal of the 60% construction documents for phased build-out of the public rights-of-way and parks, the Developer shall submit Utility Master Plans to the SFPUC for review and approval, as outlined below, that cover site wide infrastructure issues that were not resolved in the Infrastructure Plan. The Utility Master Plans shall generally include:

15.1.1 Wastewater, Stormwater Management, Water, and Power System Descriptions

The descriptions shall include the following:

- Written description and figures showing the proposed gravity pipe and force main layout, sizes, materials, depths, velocities and slopes that were not covered in the Conceptual Infrastructure Report.
- Written description and figures showing all proposed pump stations or other non-pipe infrastructure assets or facilities proposed as part of the project.
- Conceptual details showing all proposed points of connection with existing infrastructure as appropriate
- Conceptual details showing proposed service connections to parcels
- Written Description and figures showing any proposed underground structures in parcels or in the public ROW that were not covered in the approved Infrastructure plan.
- Updated description and figures showing all proposed easements for future public infrastructure that were not covered in the approved Infrastructure Plan.
- Updated description and figures showing project phasing.

15.1.2 The Combined Sewer Master Plan

The Master Plan shall include the following:

- A written description and figures demonstrating that a functioning wastewater infrastructure system is in place at all times and complies with all City laws, codes and regulations at all phases of development prior to full build out of the Project.
- Capacity Analysis for entire development including modeling (SWMM or equivalent) to demonstrate that the Project will provide adequate collection system capacity. The Analysis shall include detailed sanitary sewer and stormwater flows based on anticipated building usage and development plan, analyzing the impact of the project on downstream infrastructure, localized wet weather flooding; and combined sewer system surcharges into streets at full build out. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.
- A description of the methods used to estimate sewer flows for the project.
- A written description and figures outlining any proposals for variances to the SFPUC standards for the combined sewer location within the street section for review and approval of the SFPUC on a case-by-case basis.
- A hydraulic modeling analysis of the 78-inch flow under pressure conditions to determine the necessity for a backflow prevention device to keep wet weather flows from backing up into the Project's combined sewer system.

15.1.3 Grading and Overland Release Master Plan

The Master Plan shall include the following:

- Written description and figures generally showing the overland flow path 100-year storm, outlet location and drainage boundaries that were not covered in the Conceptual Infrastructure Report.
- A hydrologic/hydraulic modeling analysis to demonstrate overland flow will be contained at full project build out as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, raised cross walks, curbless street designs, bulb-outs, etc. If site designs cannot meet the SFPUC requirements for overland drainage release,

alternative solutions will be developed during the master plan approval process that may include crossings at the street pavement level.

- A final geotechnical investigation that covers development of the public street rights-of-ways and parks for the entire project and demonstrate to the SFPUC that appropriate mitigations measures such as soil and foundation improvements will be constructed by the Developer to minimize differential settlement across the building parcel.

15.1.4 Stormwater Management Master Plan

The Master Plan shall include the following:

- A modeling analysis (SWMM or equivalent) demonstrating to the SFPUC that the project's stormwater management approach and layout for full build-out as well as all phases prior to full build out of the Project, including stormwater management are adequate to meet the performance quantities and strategies required by the SFPUC stormwater management regulations and the requirements of the Stormwater Design Guidelines.
- Conceptual details showing any proposed stormwater management controls, as appropriate.
- A project wide Maintenance Assessment of the maintenance required for the proposed Stormwater Controls as well as a description of the funding mechanism that will be in place to perform that maintenance.

15.2 Phase Applications

Development Phase Applications shall include a Development Phase Hydraulics and Hydrology Plan including:

- Updated Development Phase Combined Sewer System Capacity Analysis of sanitary sewer and storm drain flows for the development phase based on anticipated building usage and the development plan. This analysis shall also include an assessment of the impact of the development phase on downstream infrastructure, localized wet weather flooding, and combined sewer system surcharges into streets. The analysis shall include a detailed description of all assumptions and calculation methods used, including explanation and reference for selected peaking factors.

- Updated Overland Flow analysis for development phase demonstrating that overland flow will be contained at any and all points in time during construction and following construction of the development phase in question as required in applicable codes and regulations. The analysis shall include all proposed surface improvements in the development phase that could impede overland flow paths in the ROW such as raised intersections, raised cross walks, curbless street designs, bulb-outs, etc. The analysis shall also describe any necessary off-site improvements to be constructed by the Developer deemed reasonably necessary to protect publicly- and privately-owned property downstream. The need, or absence of need, for any such off-site improvements shall be demonstrated by the Developer through modeling the 100 year overland flows at the Project Site for both existing conditions and for the proposed Development Phase in question. The analysis shall include a detailed description of all assumptions and calculation methods used. The developer may be required to fund the City to perform this analysis as appropriate.
- Updated Stormwater Management Plan for development phase, demonstrating how the development phase in question will comply with federal, state and City laws, codes and regulations in effect as of the date any such application is submitted, including but not limited to the Stormwater Management Ordinance.
- Updated Maintenance Assessment: Each development phase must include an assessment of the activities required to appropriately maintain the proposed Stormwater Controls. If SFPUC has identified a failure to maintain the Stormwater Controls of previous phases, the SFPUC shall not be required to approve the any subsequent phase applications until such maintenance failure is resolved.

15.3 Construction Documents

Construction Document Permit Applications shall include then following:

- The first set of improvement plans shall be submitted with Standard specifications for use with all subsequent improvement plan submittals. Subsequent improvement plans will comply with the approved project specifications and submit project specific specifications as needed to supplement the standard specifications.
- Proof of conformance with all infrastructure requirements outlined in the applicable City regulations, the infrastructure plan, or the phase applications.

- Proof of conformance with any mitigations identified in the phase application to alleviate any impact of the development project on downstream infrastructure, minimize localized wet weather flooding, minimize combined sewer system surcharges into streets, and safely contain overland flow.
- Proof of conformance with the stormwater management requirements applicable to the project at the time of submission including:
    - Preliminary Stormwater Control Plan at conceptual design/first construction document (~60% construction document)
    - Final Stormwater Control Plan at detailed design (~95% construction documents)
- Proof of conformance with the City's construction site runoff requirements, including a Storm Water Pollution Prevention Plan/Erosion and Sediment Control Plan
- Details of the connection to existing, off-site infrastructure.

APPENDIX A:
REFERENCES

The following References were used in preparation of this document:

1. San Francisco Planning Department and San Francisco Redevelopment Agency,"Visitacion Valley/Schlage Lock Design For Development," February 2009

2. San Francisco Redevelopment Agency, "Visitacion Valley Redevelopment Program Final Environmental Impact Report," dated December 2, 2008

3. San Francisco Planning Commission and San Francisco Redevelopment Commission, "Visitacion Valley Redevelopment Program California Environmental Quality Act Findings: Findings of Fact, Evaluation of Mitigation Measures and Alternatives, and Statement of Overriding Considerations," dated February 3, 2009

4. AECOM, GLS, BKF, "Visitacion Valley Redevelopment Area zone 1 (schlage lock plan area) open space and streetscape master plan (Final Draft)," Latest Edition

5. E-mail Correspondence ending on April 13, 2009 with Chi Yu at SFPUC regarding the results of the conceptual SFPUC water demand model for the Schlage Lock Site

6. E-mail Correspondence ending on April 17, 2009 with Chi Yu at SFPUC regarding Water System Improvements to support redevelopment of the Schlage Lock Site

7. E-mail Correspondence ending on August 26, 2009 with SFDPW regarding the capacity of the existing 18" combined sewer main in Bayshore Boulevard

8. Memorandum dated April 16, 2010 from Rosey Jencks at the SFPUC Urban Watershed Management Program to Thomas L. Evans of the San Francisco Redevelopment Area regarding "Visitacion Valley Transit Oriented Development Phase 1 Master Plan and Open Space and Streetscape Master Plan – Schlage Lock"

9. Memorandum dated February 9, 2009 from Wallis Lee at the SFDPW Hydraulic Engineering Department to Jason Lin at UPC regarding "Relocation of Sunnydale/Bayshore Control Structure"

10. "Hydraulic Study for Sewer Connection from Visitacion Valley Redevelopment Project" by Hydraulic Section IDC, SFDPW, and dated August 2013

APPENDIX B:
SFDPW HYDRAULIC STUDY, AUGUST 2013

Transmittal Letter

Date 2013-7-30
Updated 2013-8-8

To,

Leslie Webster,

SFPUC

Dear Lesley,

Please find attached hydraulic analysis report for modeling incorporating the Visitacion Valley Redevelopment Project (Schlage Lock site) discussed in the meeting of June 4, 2013. Consultant BKF provided relevant information in CAD to us needed for the analysis.

B. Shrestha

Hydraulic Section

SFDPW

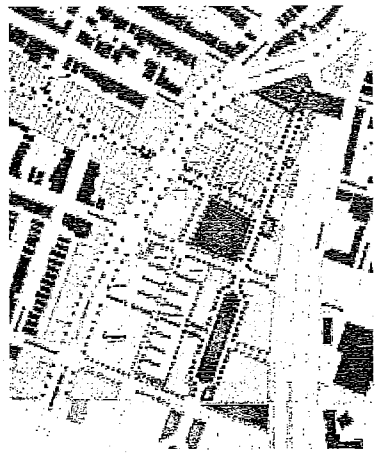
Hydraulic Study

for

Sewer Connection

from

Visitacion Valley Redevelopment Project



Aug 2013

Hydraulic Section

IDC, SFDPW

1680 Mission St 2nd Fl

San Francisco, CA 94103

Abstract

Hydraulic Section has performed a study of the collection system in the Sunnydale sewershed that incorporates the Visitacion Valley Redevelopment Project. The project's consultant BKF has proposed a combined sewer system within the project which will tie into the City's combined sewer system at two locations along the existing 78" diameter sewer main along Sunnydale Avenue. There is also a newly constructed deeper tunnel along Sunnydale Avenue which transitions from 81.5" to 144" diameter at the Bayshore intersection. This hydraulic study was carried out to determine the hydraulic grade in these Sunnydale sewers when the discharge from the project is added.

Further modification to the model can be used to answer other hydraulic design related questions as needed.

Executive Summary

The Sunnydale Avenue sewers will have acceptable hydraulic grade after the proposed connection from the Visitacion Valley Redevelopment Project. It is because the two main sewers along Sunnydale Avenue are inter-connected by an overflow weir at Bayshore Blvd. This weir diverts 90 cfs flow from the 78" diameter pipe to enter into the deeper tunnel during design storm condition.

1. Introduction

Visitacion Valley Redevelopment Project (Schlage Lock site) is planned in the south-east corner of the City. The project consultant, BKF, has proposed a combined sewer system in this site which will be tied into the City's combined sewer system along Sunnydale Avenue. The sewer system of the project site is intended to be handed over to the City in the future. Sewer system along Sunnydale Ave consists of two major pipes: namely an older 78 inch diameter pipe and a deeper tunnel with diameter ranging from 81.5 inch to 144 inch.

The proposed sewer design has two branches – identified as East and West systems by BKF. (see appendix 13) The East system connects to the Sunnydale 78 inch sewer via 15 inch diameter pipe. The West system connects to the same Sunnydale 78 inch sewer via a 36 inch pipe. The East system has approximately 3.9 acre tributary area. The West system has approximately 13.4 acre tributary area. The site grade slopes from 45 feet to 10 feet towards south-east direction.

2. Purpose

The study was conducted to determine the suitability of connection points of the proposed combined sewer system for the project to the sewer system of the City. The modeling work carried on is anticipated to provide further hydraulics related questions as the design progresses.

3. Methodology

Hydraulic modeling of the system was performed using Innovyze ICM software. Hydraulic Section maintains and uses an existing model for various needs. Current model is called EHY13, various versions of which are used for different tasks as needed. This available hydraulic model of the Sunnydale sewershed was modified by adding information of the proposed system for the Visitacion

Valley provided by the consultant. Additional elements of the sewer system which are either planned or in design under Sunnydale Phase II were added to the model.

The primary goal of the study was to determine if there is any significant impact on the hydraulic grade line for the older tunnel to which the connections from the project are to be made. Hence, no significant effort was put to include the detail of the subcatchment hydrology of the project site. The model should not be used to compare directly the hydrologic calculation performed by the consultants. The consultant had appropriately used the Rational Method in Bentley StormCAD software. The runoff computation in EHY13 model is approximately 20% more conservative for the project site. Such difference between the flowrates used by the consultants and the present model is within an acceptable range. The outlet flow rates in our EHY13 model are more conservative for hydraulic grade line computation purpose.

4. Modeling

4.1. Model Network ID 18301

4.2. Model Run ID 22022

4.3. Subcatchment Parameters

4.3.1.NRCS Soil Type D

4.3.2.Slopes = 5%

4.3.3.Impervious = 75%

4.3.3.1. Initial Loss 0.01 inch

4.3.3.2. Runoff routing value 0.05

4.3.4.Pervious = 25%

4.3.4.1. Initial Loss 0.10 inch

4.3.4.2. Horton initial 0.50 inch/hr

4.3.4.3. Horton final 0.15 inch/hr

4.3.4.4. Decay 2/hr

4.3.4.5. Recovery 0.05 / hr

5. Assumptions

5.1. Uses 5-year 3-hour design storm hyetograph with 1.3 inch total depth

5.2. Hydraulic downstream control was assumed to be the weirs at Sunnydale Transport/Storage Box. This overflow weir is at the elevation of (-)2.6 feet with respect to the City Datum.

5.3. All pipes upstream in the entire Sunnydale Sewershed which are smaller than 12 inch are modeled as 12 inch diameters.

5.4. The 78 inch diameter pipe overflow connection along Schwerin from Kelloch Ave to Sunnydale Ave, which is under design, is included in the model.

5.5. Overflow from Talbert system to the new tunnel is included. Weir Elevation is 20 ft

5.6. Weir crest at Bayshore overflow structure is at (-)1 ft

5.7. Modeling output results table (appendix 1, 2) may occasionally show *negative velocities* and *artificially high velocities* for some conduits. These results do not impact the overall hydraulic calculations or conclusion derived from the model. Appendix-14 explains the reason for this.

6. Conclusion

6.1. The HGL at two locations where the discharge from the project will be connected has freeboard of 4 feet for the design storm condition. (see appendix 5)

6.2. The maximum level in West outfall is 1.1 feet. (see appendix 6)

6.3. The maximum level in East outfall is 0.9 feet. (see appendix 6)

6.4. The discharge rate at West outfall is 30 cfs. It is more conservative than consultants' calculation of 23 cfs.

6.5. The discharge rate at the East outfall is 8 cfs.

References

Summary of Schlage Lock Site Preliminary Hydrology Model, BKF

Various CAD drawings of site drainage layout

Drawings from Hydraulics Job Order 0541J

As-built 1832 (1913)

APPENDIX 1

Results Summary Table (Existing)

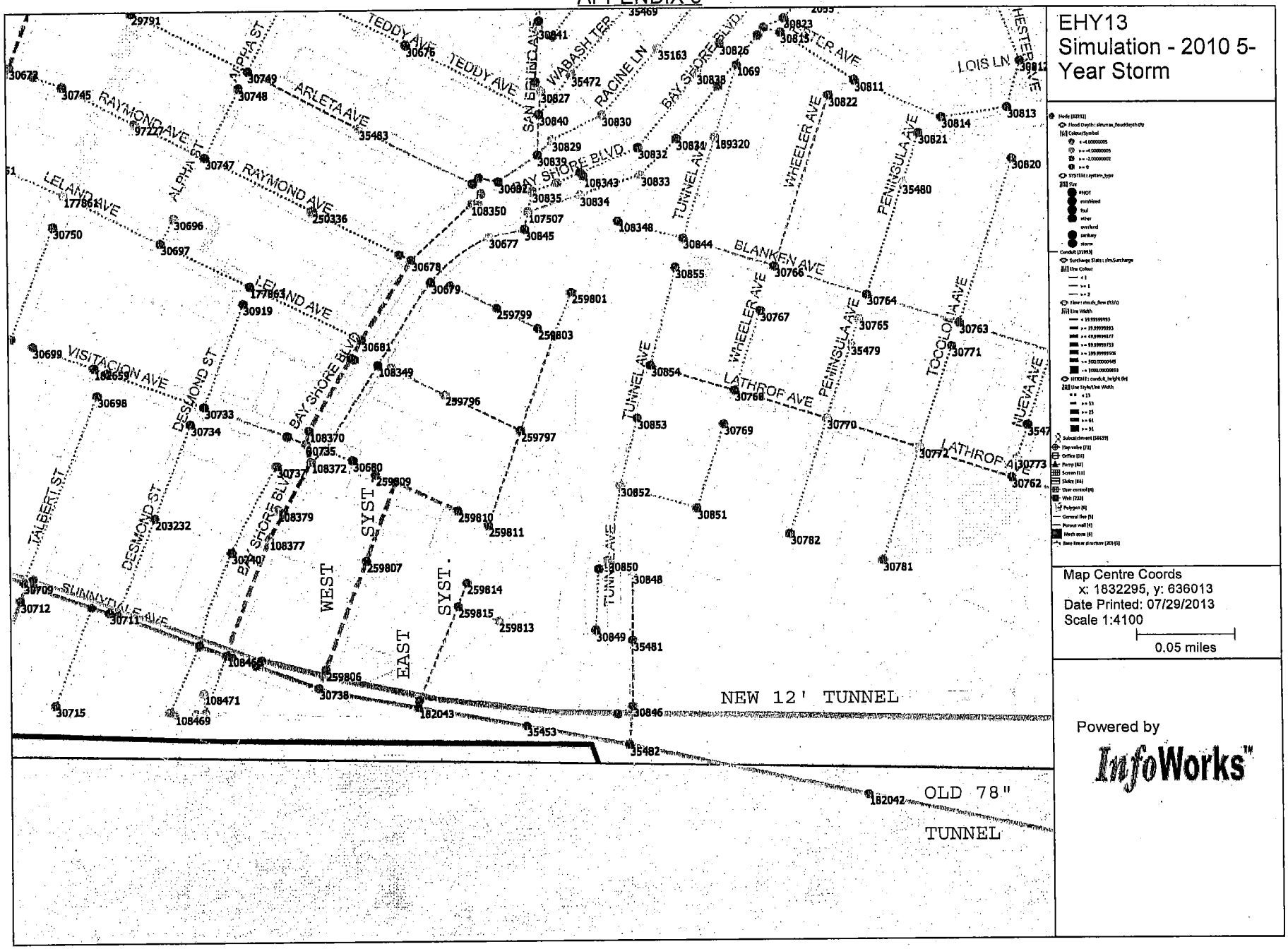
Line No	US Node	DS Node	Existing Size (inches)	Length (ft)	Slope (%)	US Rim (ft)	DS Rim (ft)	US Inv (ft)	DS Inv (ft)	US HGL (ft)	US Freeboard (ft)	DS HGL (ft)	DS Freeboard (ft)	DS V (ft/s)	DS Q (cfs)	Pipe Capacity (cfs)
0	182043	35453	78	295.4	0.349	12	7.943	-5.842	-6.874	-1.395	13.395	-1.545	9.488	4.298	125.1289	268.59
0	252050	A01-1020	144	3099.1	0.194	6.44	7	-19.5	-25.509	-2.328	8.768	-3.055	10.055	0.902	107.8099	1026.32
0	252052	30738	78	180.5	0.349	8.3	10	-4.258	-4.888	-0.753	9.053	-1.082	11.082	6.667	130.4319	300.54
0	252055	252050	82.8	659.7	0.999	11.224	6.44	-12.91	-19.5	-1.993	13.217	-2.328	8.768	2.811	112.7599	532.6
0	259795	259796	15	162.8	0.307	26.2	27	21	20.5	24.091	2.109	24.109	2.891	-0.179	-0.2373	3.58
0	259796	259797	15	226.6	0.441	27	26.2	20.5	19.5	24.109	2.891	20.696	5.504	6.318	7.6634	4.29
0	259797	259811	24	273	1.831	26.2	25.8	19.5	14.5	20.696	5.504	16.181	9.619	6.486	18.3229	30.62
0	259798	259799	15	140.4	0.791	36.5	38.9	30.11	29	30.22	6.28	30.221	8.679	-0.183	-0.2232	5.75
0	259799	259803	18	124.2	0.402	38.9	36.7	29	28.5	30.221	8.679	29.379	7.321	5.377	6.8285	6.66
0	259801	259802	12	130.6	0.383	36	35.9	28.5	28	28.635	7.365	28.633	7.267	-0.197	-0.1031	2.2
0	259802	259797	18	278	3.058	35.9	26.2	28	19.5	28.633	7.267	20.696	5.504	4.224	6.3911	18.37
0	259803	259802	18	48.3	1.035	36.7	35.9	28.5	28	29.379	7.321	28.633	7.267	6.417	6.7787	10.69
0 (WEST)	259806	30738	36	52.8	15.715	12	10	6.8	1.5	7.407	4.593	1.082	11.082	22.254	22.2409	264.43
0	259807	259806	36	319.4	1.002	20.5	12	10	6.8	11.294	9.206	7.407	4.593	8.428	22.4747	66.77
0	259808	259807	30	229.6	0.958	22.1	20.5	12.2	10	13.539	8.561	11.294	9.206	8.239	21.1396	40.15
0	259809	259808	15	58.1	1.376	20.2	22.1	13	12.2	13.538	6.662	13.539	8.561	-0.183	-0.2314	7.58
0	259810	259808	30	184.2	0.977	24.6	22.1	14	12.2	15.131	9.469	13.539	8.561	5.915	15.8328	40.55
0	259811	259810	24	91.2	0.548	25.8	24.6	14.5	14	16.181	9.619	15.131	9.469	6.872	17.4442	16.76

APPENDIX 2

Line No	US Node	DS Node	Existing Size (inches)	Length (ft)	Slope (%)	US Rim (ft)	DS Rim (ft)	US Inv (ft)	DS Inv (ft)	US HGL (ft)	US Freeboard (ft)	DS HGL (ft)	DS Freeboard (ft)	DS V (ft/s)	DS Q (cfs)	Pipe Capacity (cfs)
0	259813	259815	15	116.4	0.859	16.8	20.9	13	12	13.798	3.002	12.726	8.174	5.202	4.0411	5.99
0	259814	259815	15	69.2	1.444	22	20.9	13	12	13.555	8.445	12.726	8.174	4.123	3.0514	7.76
0 (EAST)	259815	259817	15	277.1	3.428	20.9	12	12	2.5	12.726	8.174	3.096	8.904	9.911	6.5572	11.96
0	259817	182043	15	19.6	5.111	12	12	2.5	1.5	3.096	8.904	-1.395	13.395	11.372	6.523	14.61
0	30738	182043	78	273.4	0.349	10	12	-4.888	-5.842	-1.082	11.082	-1.395	13.395	5.671	137.205	268.41
0	30739	252052	78	68.6	0.35	5.194	8.3	-4.018	-4.258	-0.542	5.736	-0.753	9.053	8.136	143.4091	300.8

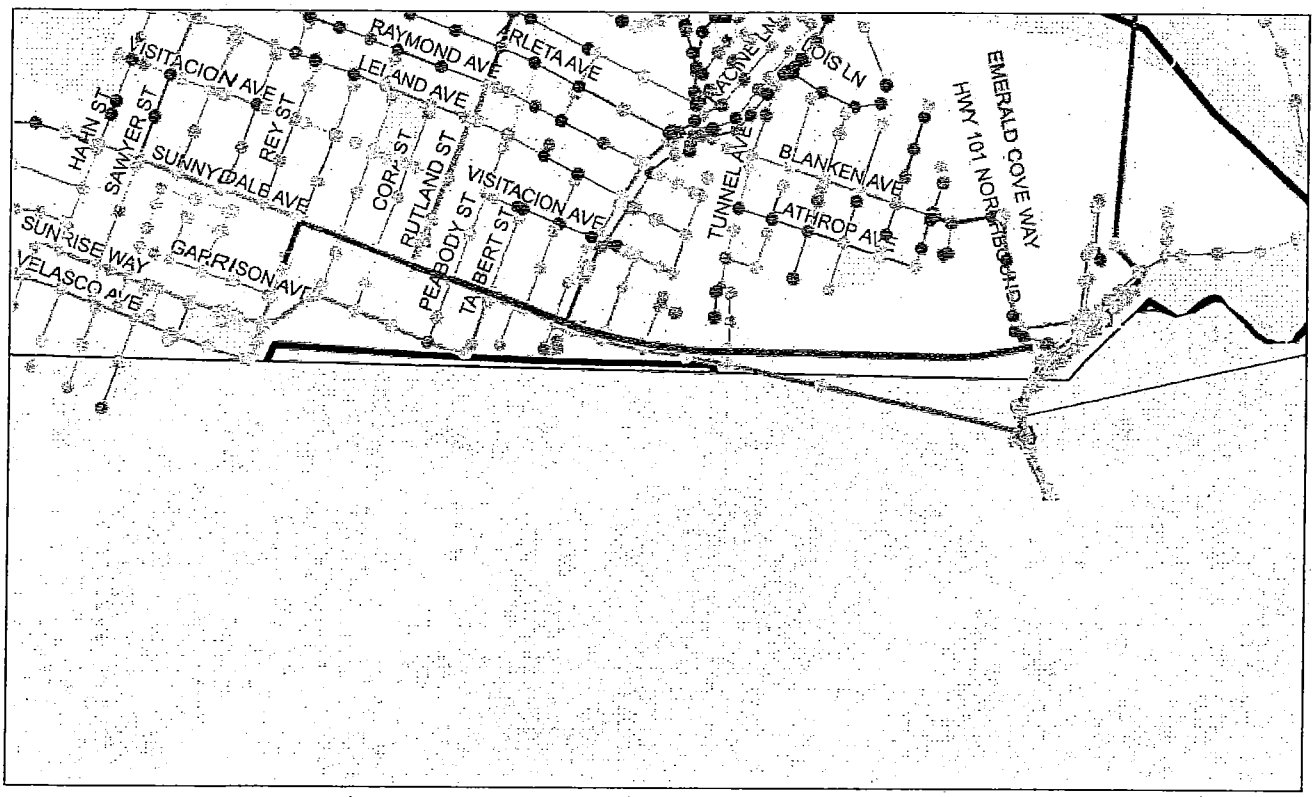
Total Length (ft)	7378.2	Minimum DS Freeboard (ft)	2.891	Maximum DS Flow (cfs)	143.4091
Minimum DS Invert	-25.509	Maximum Size (inches)	144	Maximum Pipe Capacity (cfs)	1026.32
Maximum US Invert	30.11	Maximum Slope (%)	15.715	Maximum DS Velocity (ft/s)	22.254

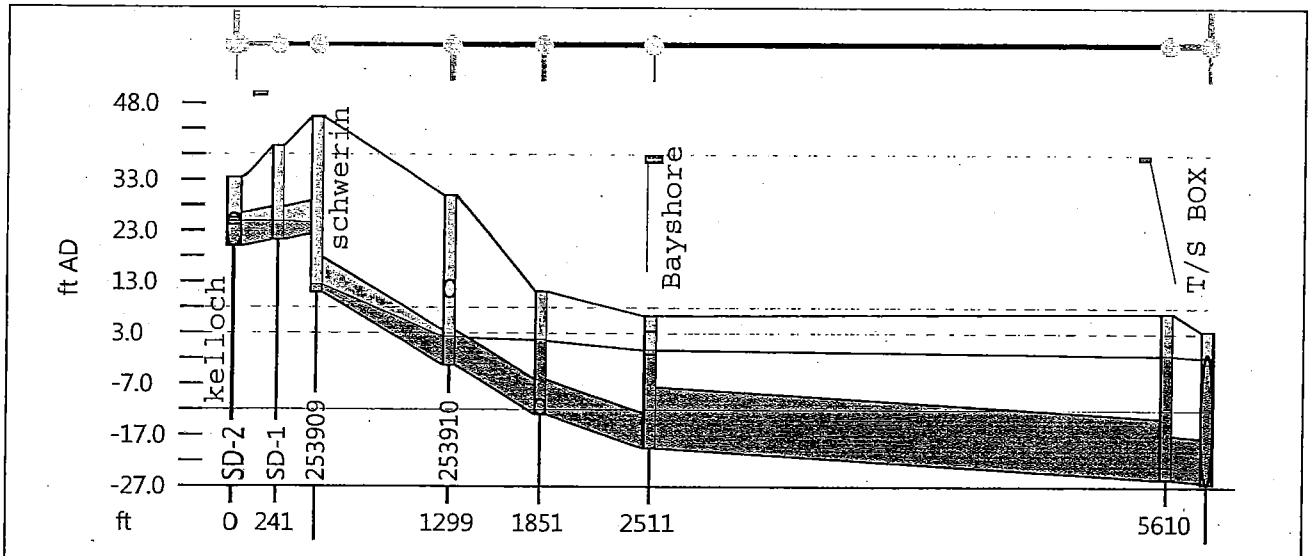
APPENDIX 3



EHY13
Simulation - 2010 5-Year Storm
Map Centre Coords
x: 1832295, y: 636013
Date Printed: 07/29/2013
Scale 1:4100
0.05 miles
Powered by
InfoWorks
TEDDY AVE
ARLETA AVE
RAYMOND AVE
LELAND AVE
VISITACION AVE
SUNNYDALE AVE
BAY SHORE BLVD
WABASH TER
RACINE LN
TUNNEL AVE
WHEELER AVE
PENINSULA AVE
BLANKEN AVE
LATHROP AVE
TOCOLOLIA AVE
NUEVA AVE
LOIS LN
HESTER AVE
ALPHA ST
DESMOND ST
TALBERT ST
WEST SYST
EAST SYST.
NEW 12' TUNNEL
OLD 78" TUNNEL

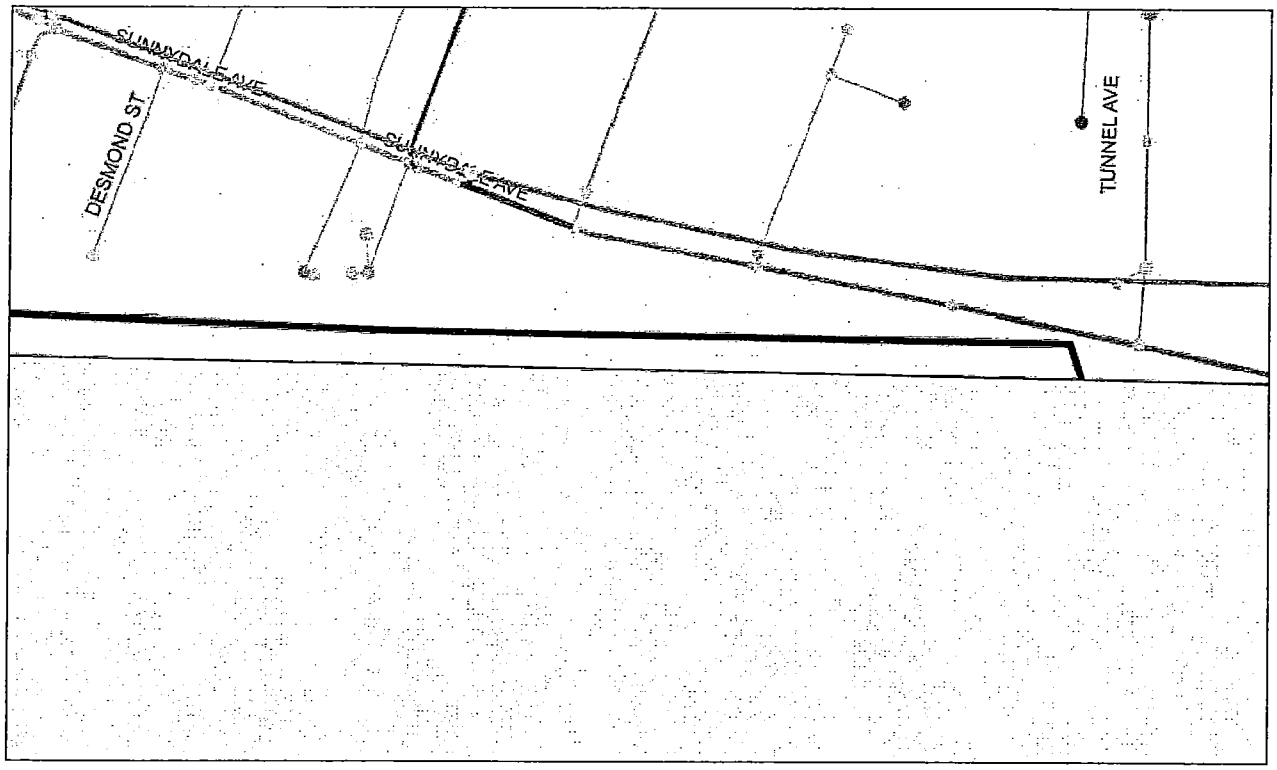
APPENDIX 4

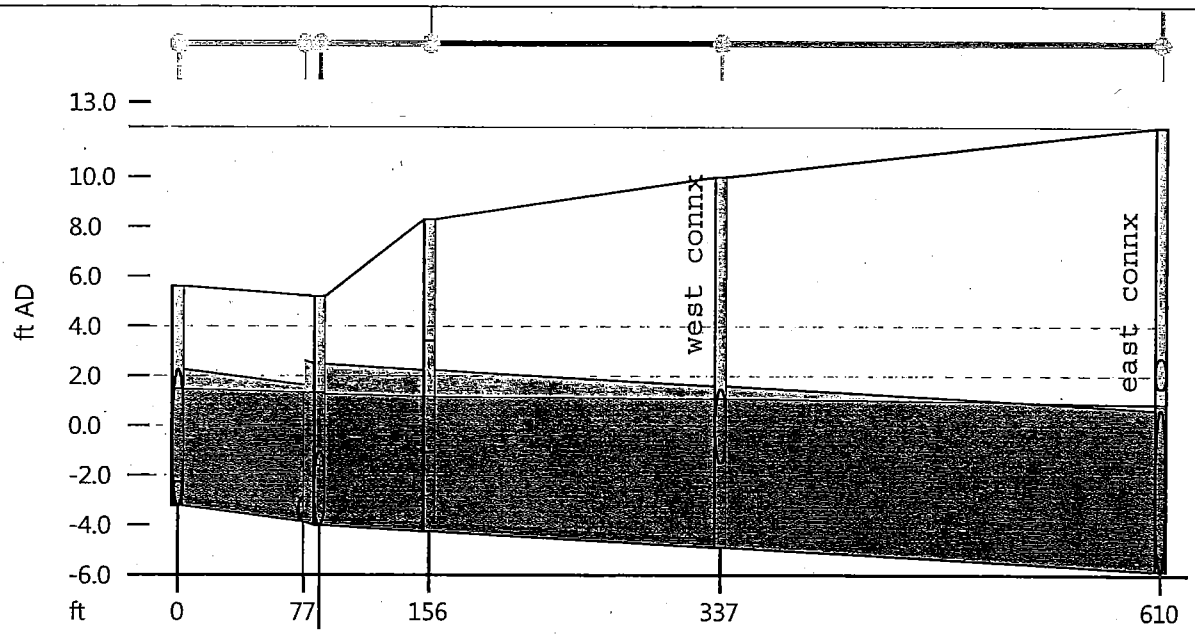




Link		-	-	253909.3	-	-	252050.1	-	
length (ft)		-	-	818.1	552.3	659.7	3099.1	-	
Shape ID		-	-	CIRC	CIRC	CIRC	CIRC	-	
width (in)		-	-	82.8	82.8	82.8	144.0	-	
r.pfc (ft3/s)		-	-	702.524	-	532.596	1026.324	-	
US flow (ft3/s)		-	-	64.74162	-	-	377.80707	-	
Node			-	253910	-	252050	A01-1020		
Asset ID									

APPENDIX 5



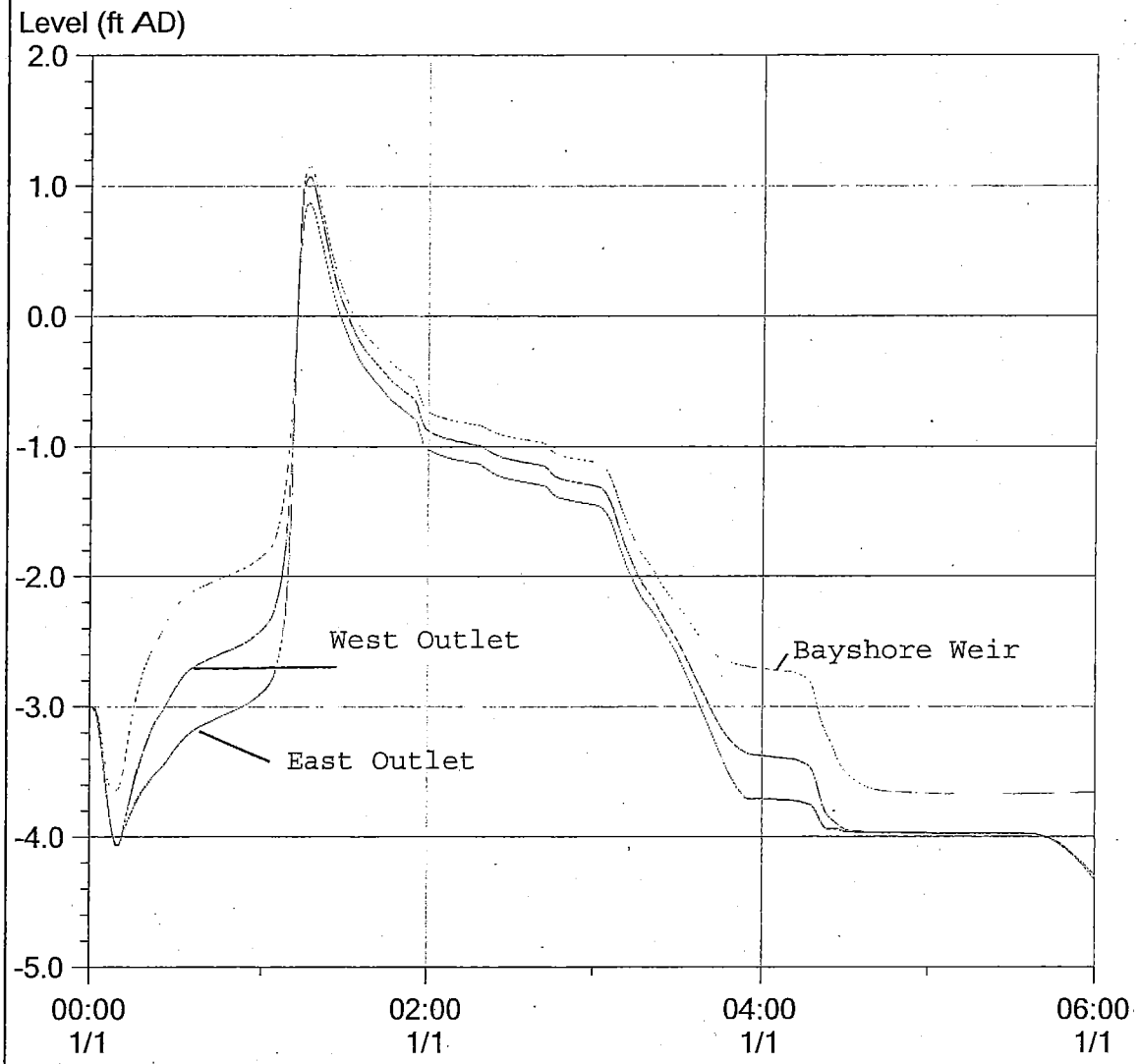


Link		30741.1		30739.1	252052.1		30738.1			
length (ft)		77.5		68.6	180.5		273.4			
Shape ID		CIRC		CIRC	CIRC		CIRC			
width (in)		66.0		78.0	78.0		78.0			
r.pfc (ft3/s)		290.865		300.589	300.313		268.412			
US flow (ft3/s)		132.93405		-	140.24930		157.95442			
Node	-		-	-	252052		30738		182043	
Asset ID										

APPENDIX 6

Location Plot Produced by bshrestha (07/29/2013 11:41:16) Page 1 of 1
Sim: >Studies>Redevelopments>Visitacion>RUNS>Upsized_12inches>VISITACION_12 2010 5-Year Storm (07/25...
Selection list: Custom Selection

182043

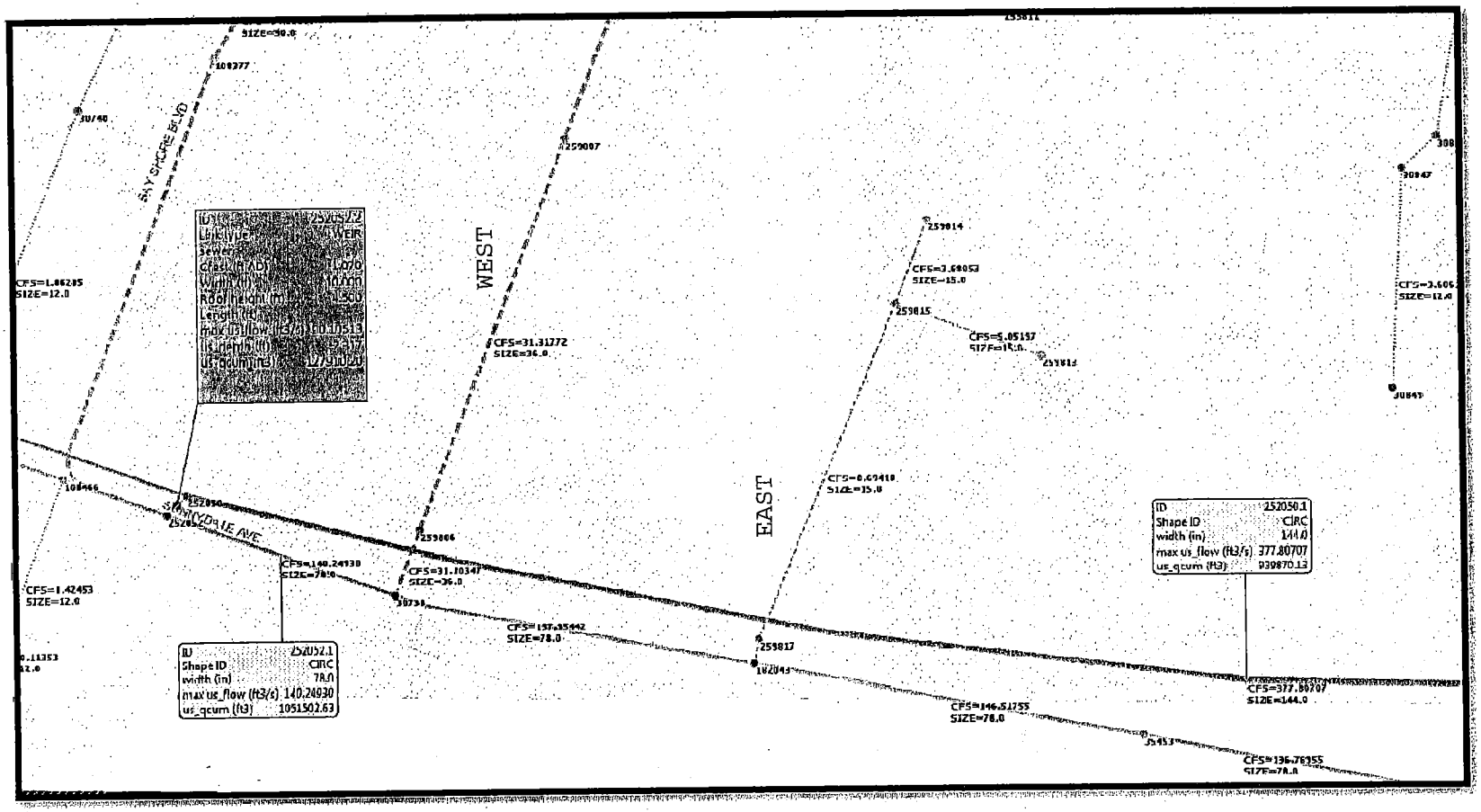


	Level (ft AD)	
	Min	Max
182043	-4.327	0.870
252052	-3.672	1.148
30738	-4.299	1.068

Results Report

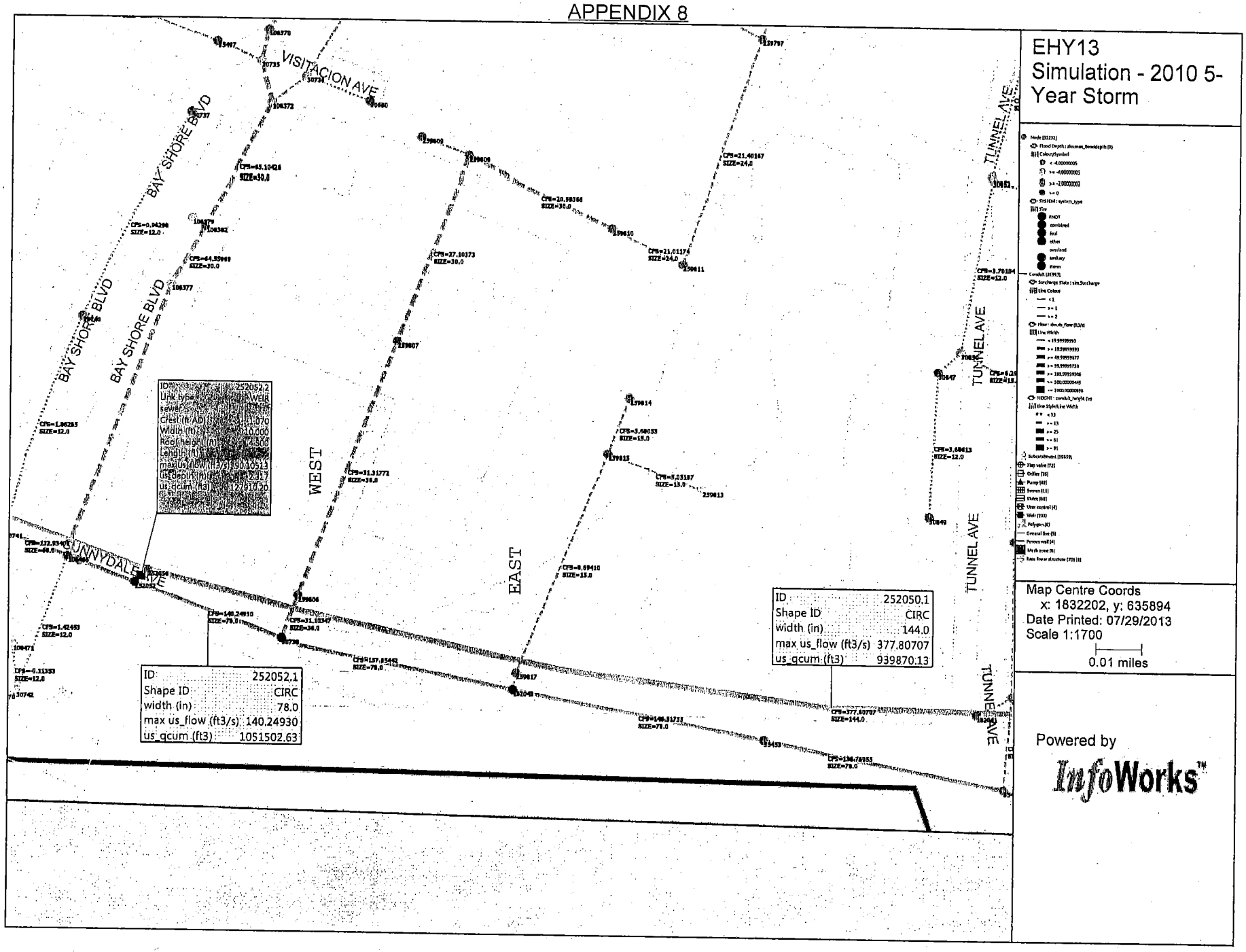
Powered by InfoWorks™

APPENDIX 7



WEST
EAST
BAY SHORE BLVD
STANDYDALE AVE
ID 252052.2
Link type WEIR
Sewer
Crest (ft AD) 11.070
Width (ft) 10.000
Roof height (ft) 4.500
Length (ft)
max us_flow (ft3/s) 60.10513
us_depth (ft) 2.317
us_qcum (ft3) 127910.20
ID 252052.1
Shape ID CIRC
width (in) 78.0
max us_flow (ft3/s) 140.24930
us_qcum (ft3) 1051502.63
ID 252050.1
Shape ID CIRC
width (in) 144.0
max us_flow (ft3/s) 377.80707
us_qcum (ft3) 939870.13
CFS=1.86285
SIZE=12.0
CFS=1.42453
SIZE=12.0
CFS=31.31272
SIZE=36.0
CFS=3.68053
SIZE=15.0
CFS=5.05197
SIZE=15.0
CFS=0.69418
SIZE=15.0
CFS=140.24930
SIZE=78.0
CFS=31.10347
SIZE=36.0
CFS=157.35442
SIZE=78.0
CFS=146.51755
SIZE=78.0
CFS=377.80707
SIZE=144.0
CFS=136.76355
SIZE=78.0

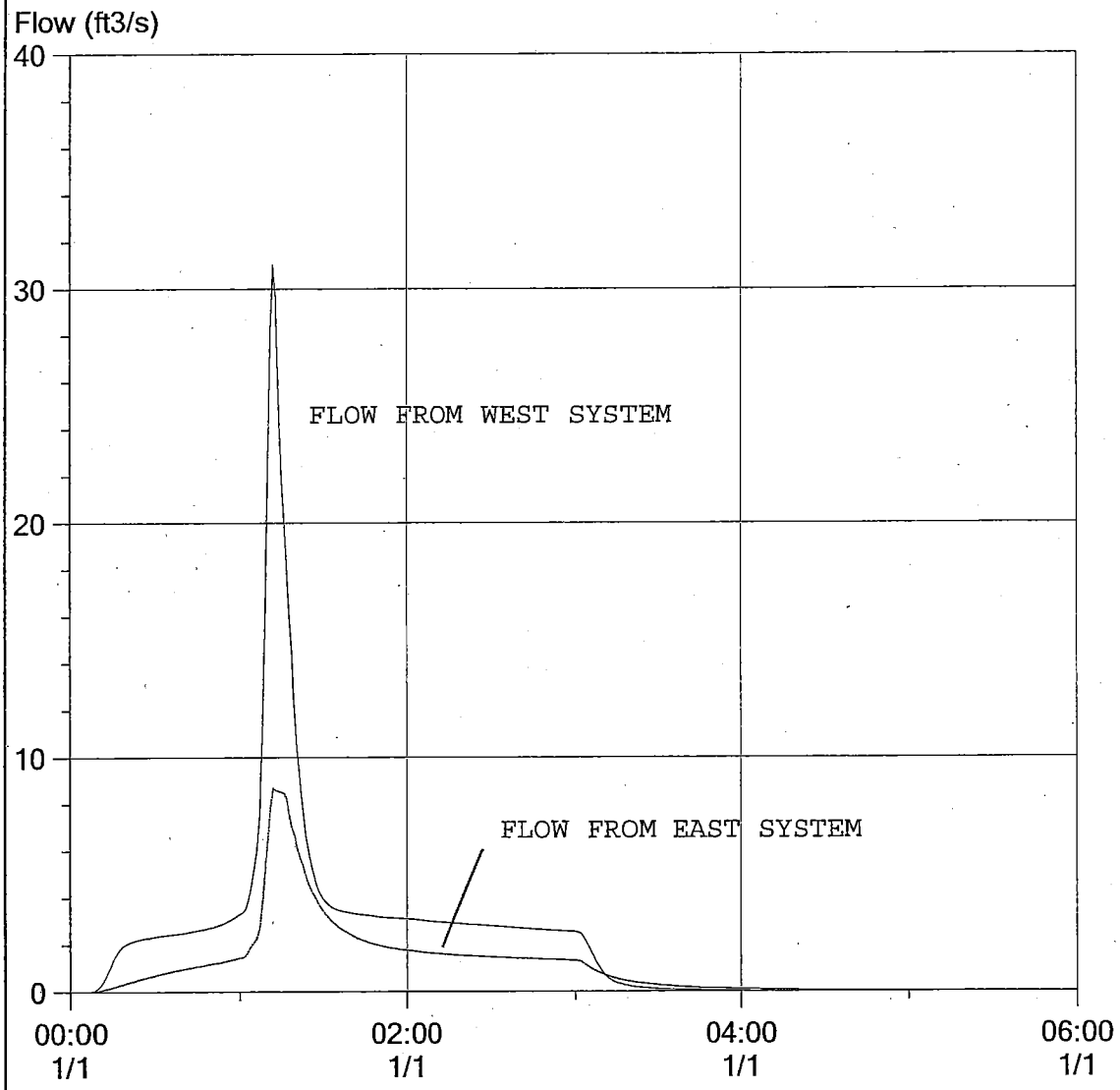
APPENDIX 8


EHY13
Simulation - 2010 5-Year Storm
VISITACION AVE
BAY SHORE BLVD
BAY SHORE BLVD
BAY SHORE BLVD
WEST
EAST
SUNNYDALE AVE
TUNNEL AVE
TUNNEL AVE
TUNNEL AVE
ID 252052.2
Unk type Weir
Crest (ft AD) 111.070
Width (ft) 10.000
Roof height (ft) 4.500
max us flow (ft3/s) 30.10513
us depth (ft) 2.817
us qcum (ft3) 12791.20
ID 252052.1
Shape ID CIRC
width (in) 78.0
max us_flow (ft3/s) 140.24930
us_qcum (ft3) 1051502.63
ID 252050.1
Shape ID CIRC
width (in) 144.0
max us_flow (ft3/s) 377.80707
us_qcum (ft3) 939870.13
Map Centre Coords
x: 1832202, y: 635894
Date Printed: 07/29/2013
Scale 1:1700
0.01 miles
Powered by
InfoWorks™

APPENDIX 9

Location Plot (Upstream Link End) Produced by bshrestha (07/29/2013 11:11:12) Page 1 of 1
Sim: >Studies>Redevelopments>Visitacion>RUNS>Upsized_12inches>VISITACION_12 2010 5-Year Storm (07/25...
Selection list: Custom Selection

259806.1



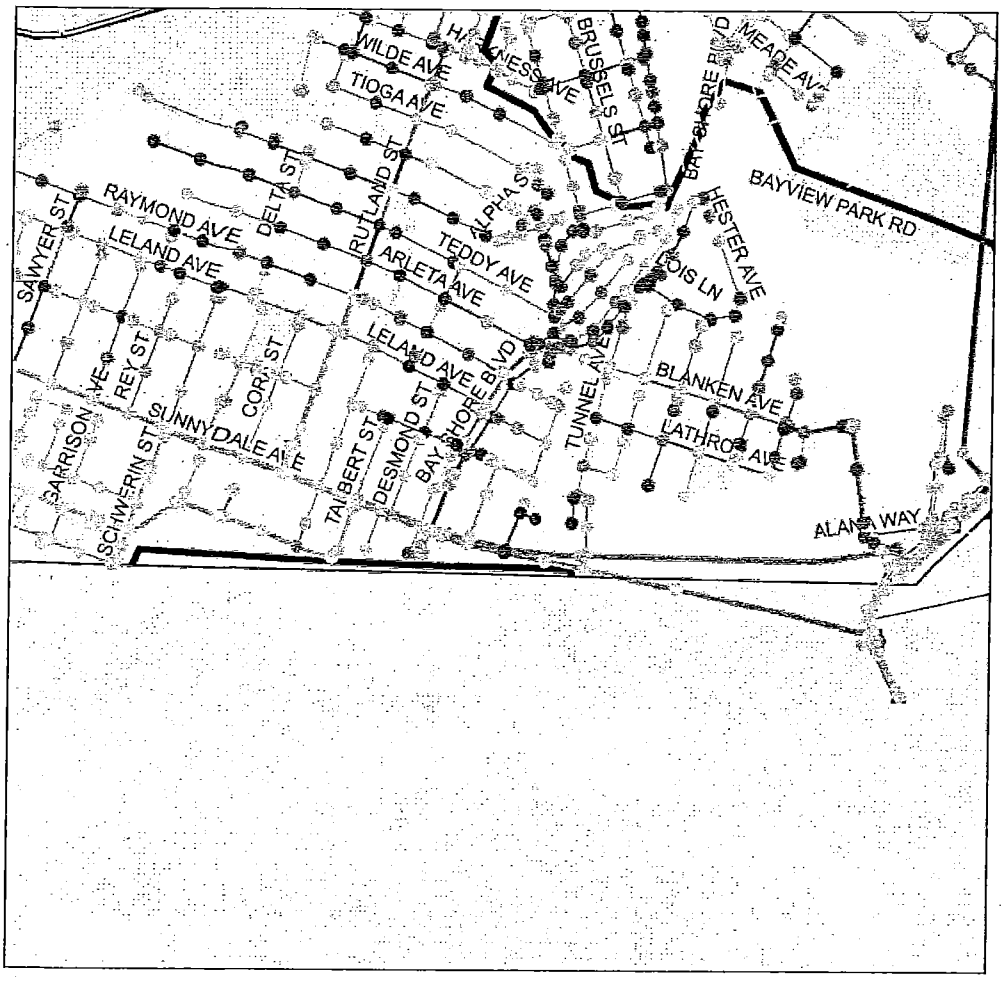
	Flow (ft3/s)		
	Min	Max	Volume (ft3)
259806.1	0.008	31.065	46569.097
259817.1	0.004	8.688	23051.710

Results Report

Powered by

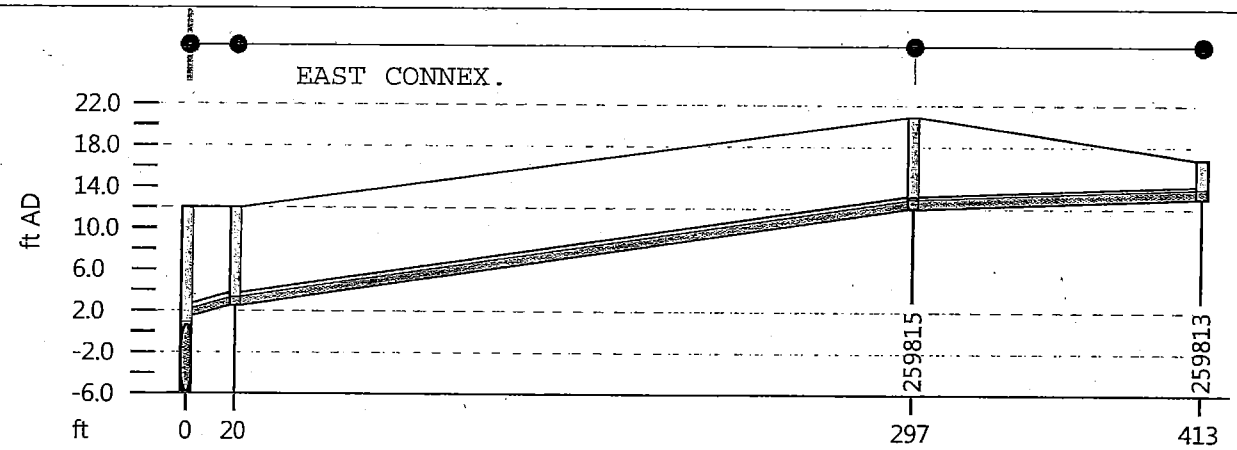
InfoWorks™

APPENDIX 10



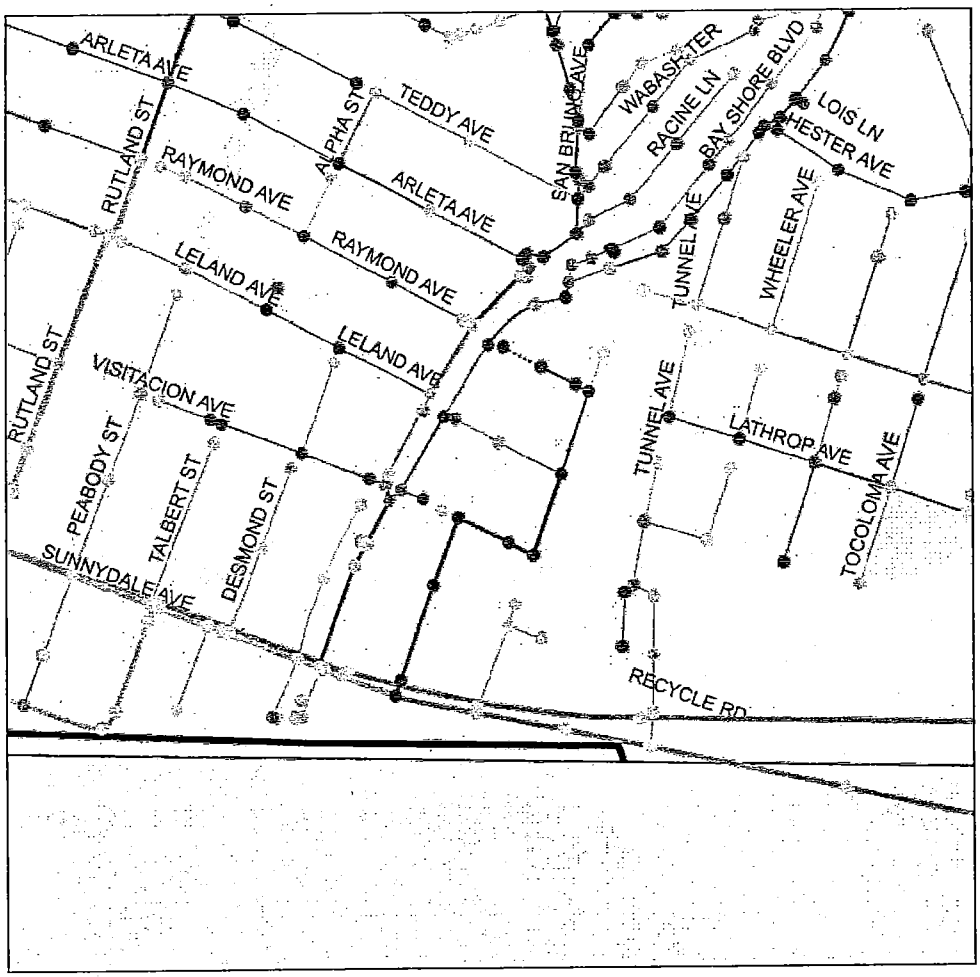
N

VISITACION VALLEY REDEVELOPMENT CONNECTION TO SUNNYDALE OLDER SEWER HGL PROFILE



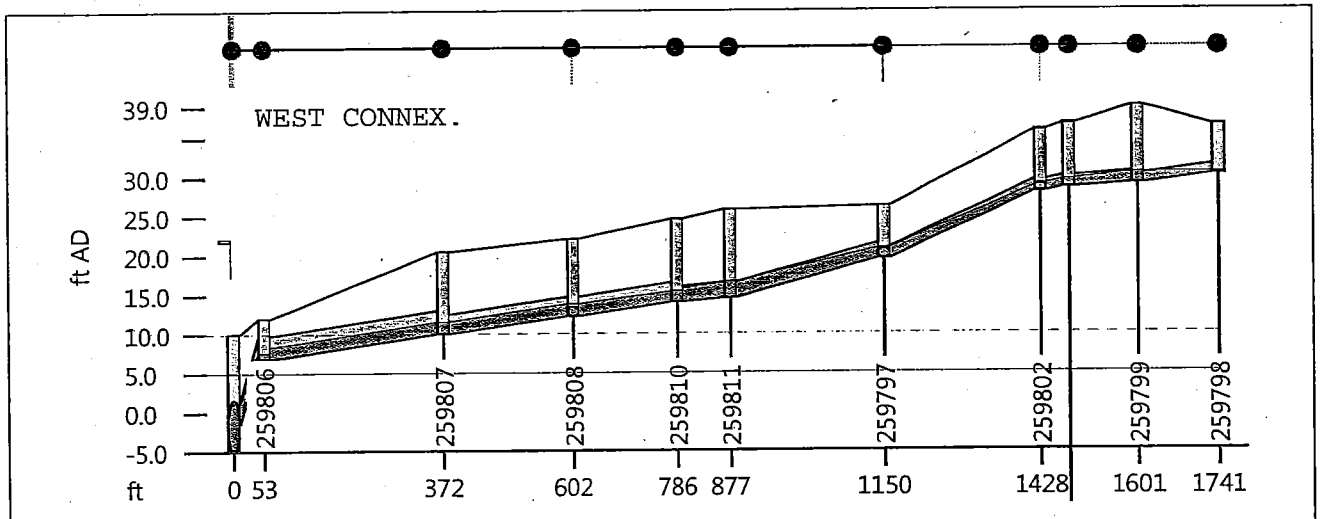
Link		-	259815.1	259813.1	
length (ft)		-	277.1	116.4	
Shape ID		-	CIRC	CIRC	
width (in)		-	15.0	15.0	
r.pfc (ft3/s)		-	11.962	5.989	
US flow (ft3/s)		-	8.69410	5.05197	
Node		259817	259815	259813	
Asset ID					

APPENDIX 11

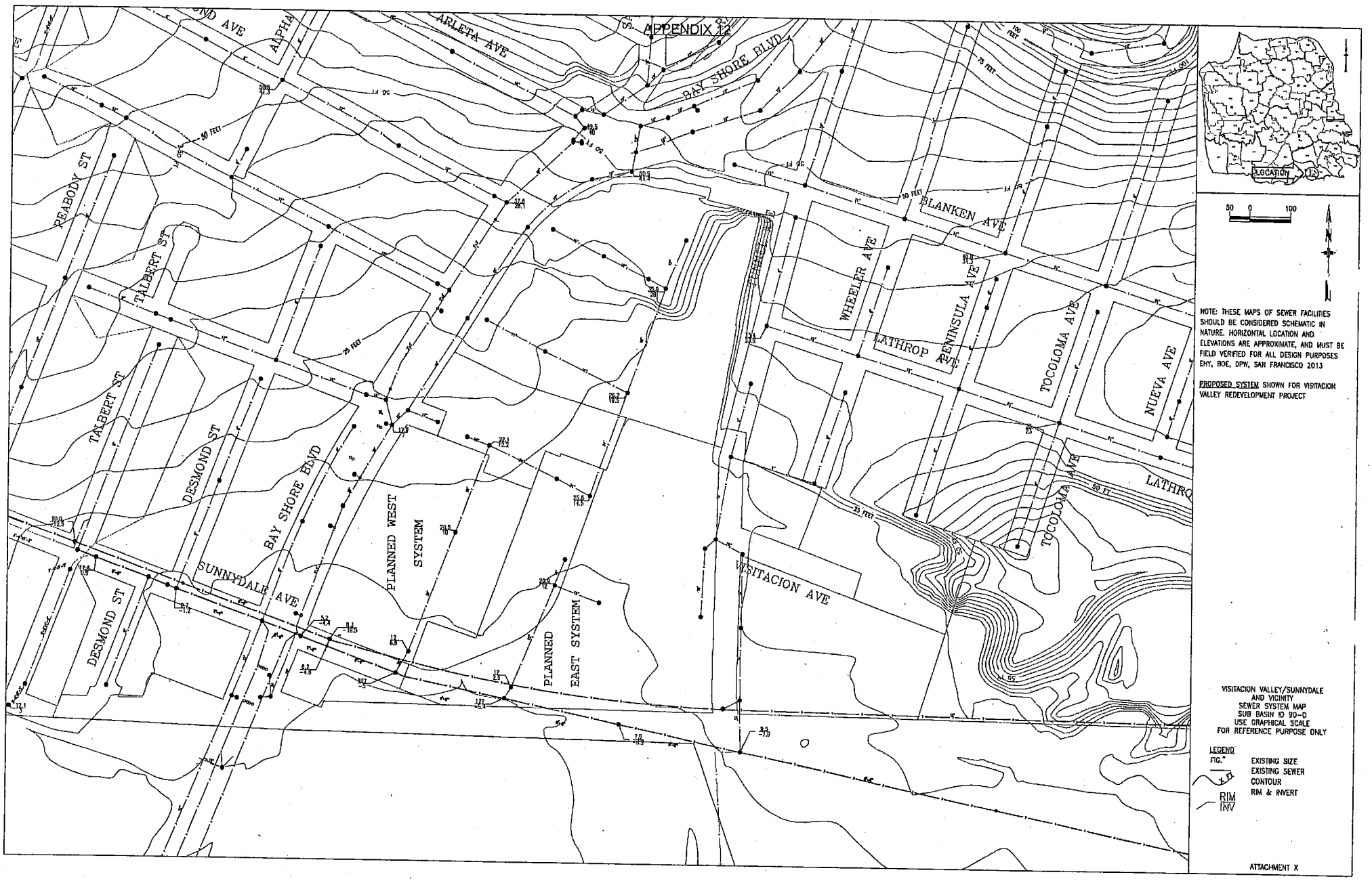


N

VISITACION VALLEY REDEVELOPMENT CONNECTION TO SUNNYDALE OLDER SEWER HGL PROFILE



Link	-	259807.1	259808.1	-	-	259797.1	259802.1	-	-	-	
length (ft)	-	319.4	229.6	184.2	-	273.0	278.0	-	124.2	140.4	
Shape ID	-	CIRC	CIRC	CIRC	-	CIRC	CIRC	-	CIRC	CIRC	
width (in)	-	36.0	30.0	30.0	-	24.0	18.0	-	18.0	15.0	
r.pfc (ft3/s)	-	66.768	40.153	40.552	-	30.619	18.372	-	6.665	5.746	
US flow (ft3/s)	-	31.31772	27.10373	-	-	21.40167	7.24471	-	-	-	
Node	-	259807	259808	-	-	259797		-	-	-	
Asset ID											



ATTACHMENT X


APPENDIX 13
BAY SHORE BLVD
BLANKEN AVE
WHEELER AVE
PENINSULA AVE
LATHROP AVE
TOCOLOMA AVE
INUEVA AVE
VISITACION AVE
SUNNYDALE AVE
DESMOND ST
TALBERT ST
RELDON ST
PLANNED WEST SYSTEM
PLANNED EAST SYSTEM
LOCATION
50 0 100
NOTE: THESE MAPS OF SEWER FACILITIES SHOULD BE CONSIDERED SCHEMATIC IN NATURE. HORIZONTAL LOCATION AND ELEVATIONS ARE APPROXIMATE, AND MUST BE FIELD VERIFIED FOR ALL DESIGN PURPOSES
EHY, BOE, DPW, SAN FRANCISCO 2013
PROPOSED SYSTEM SHOWN FOR VISITACION VALLEY REDEVELOPMENT PROJECT
VISITACION VALLEY/SUNNYDALE AND VICINITY
SEWER SYSTEM MAP
SUB BASIN ID 90-D
USE GRAPHICAL SCALE
FOR REFERENCE PURPOSE ONLY
LEGEND
FIG.*
EXISTING SIZE
EXISTING SEWER
CONTOUR
RIM & INVERT
RIM
INV
ATTACHMENT X

APPENDIX 14

Explanation of Negative Velocities and high velocities

EHY SFDPW

B Shrestha 2013-8-7

(1) Why some velocities are reported negative in model results?

The negative velocity, and negative flow, is due to flow back filling from the downstream end of the conduit.

The conduit in figure 1 shows and reports flow in the negative (upstream) direction for a duration (figure 4 graph). The flow from the sub-catchment is being loaded at the downstream node. When downstream node of the conduit has the hydraulic head higher than the upstream node, the flow is in upstream direction. It continues to occur until the hydraulic head comes to an equilibrium state.

Although such phenomenon is possible, I am dissuading one from believing that each of the model result has to be correct in reality. I am only explaining the theoretical basis of the calculation.

There are also other possible known reasons for negative velocities: (1) digitization of the pipe from downstream to upstream end; (2) instantaneous numerical instability of the calculation.

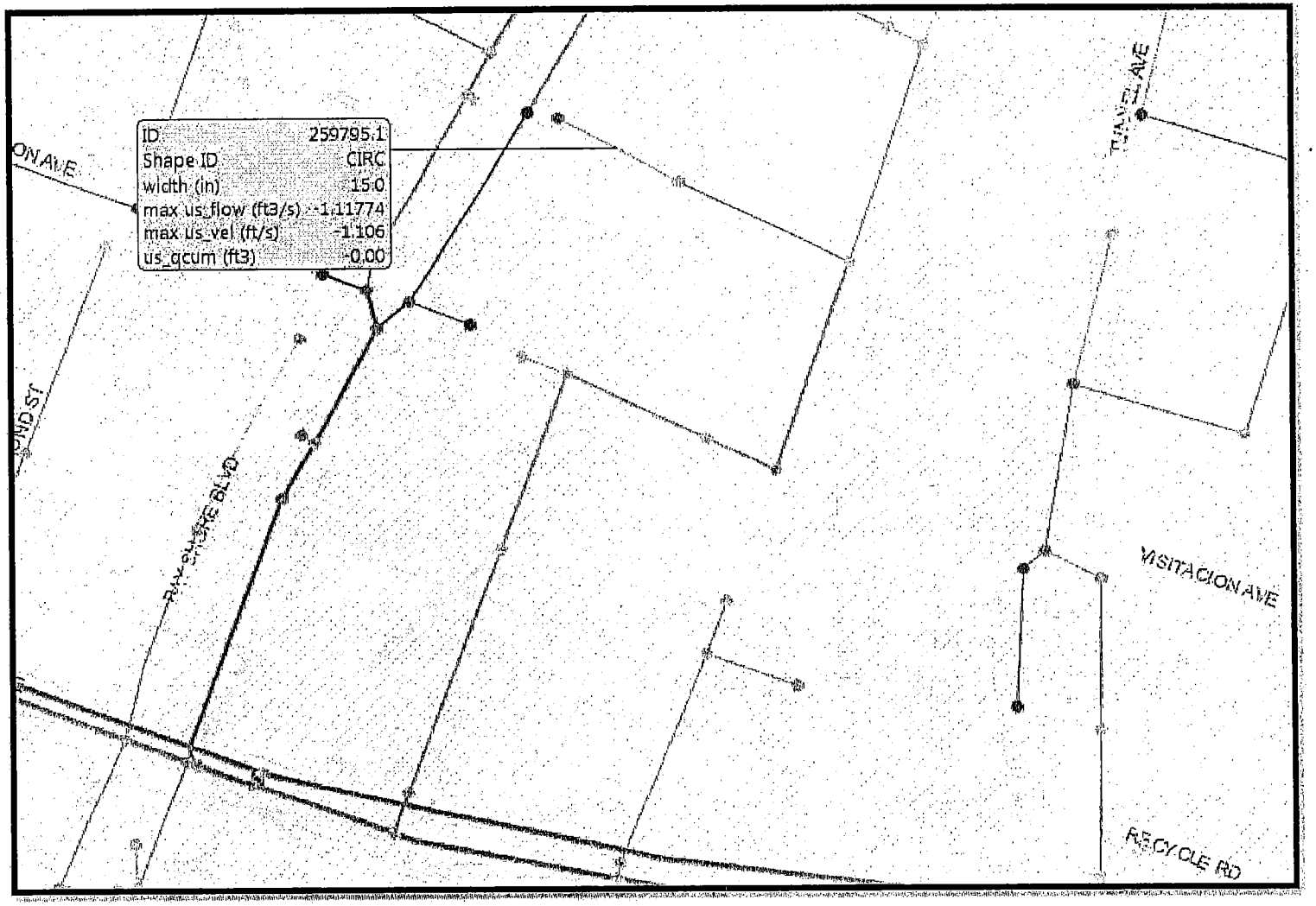

ID 259795.1
Shape ID CIRC
width (in) 15.0
max us_flow (ft3/s) -1.11774
max us_vel (ft/s) -1.106
us_qcum (ft3) -0.00
VISITACION AVE
RECYCLE RD

Figure 1

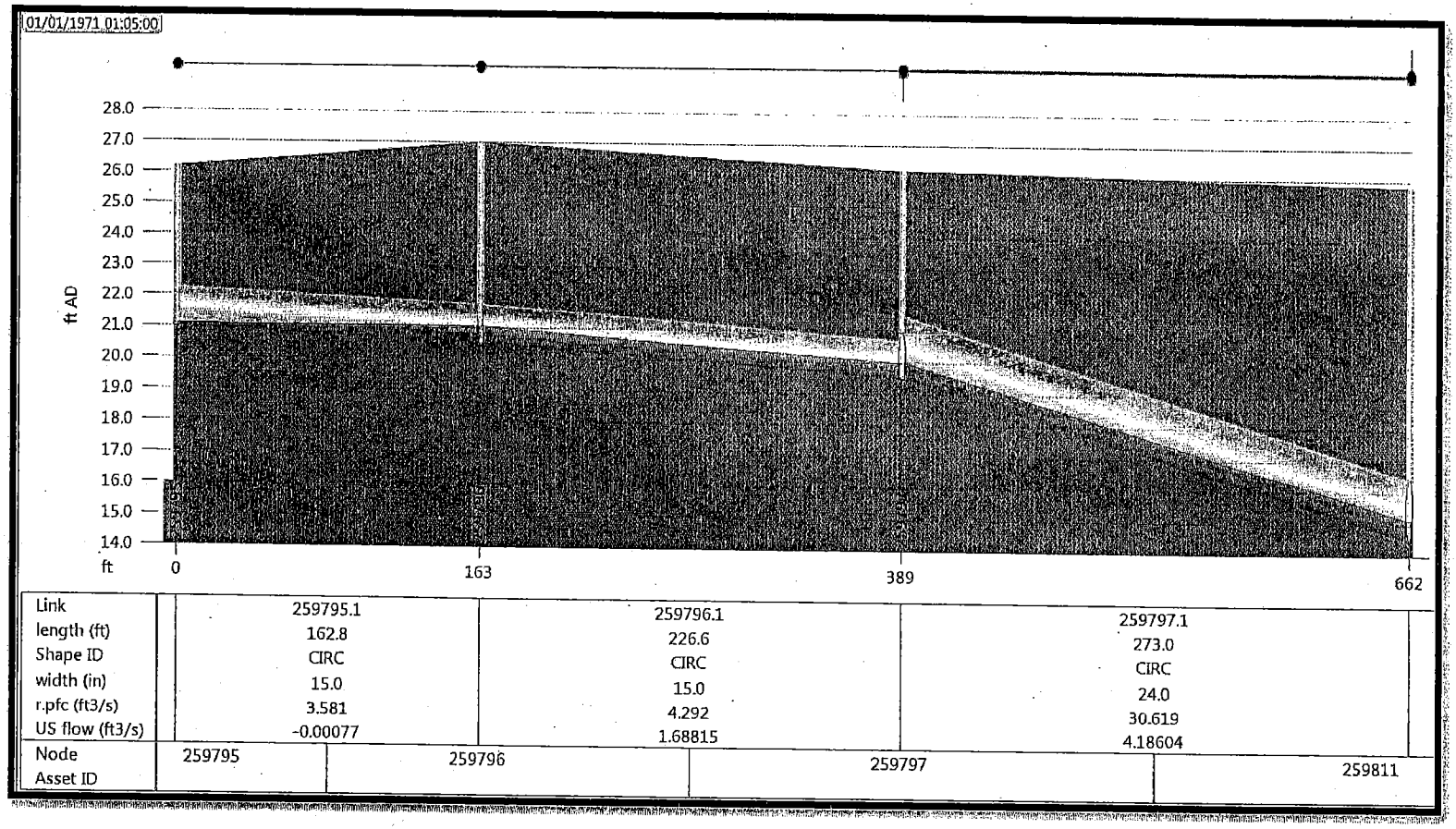

01/01/1971 01:05:00
28.0
27.0
26.0
25.0
24.0
23.0
22.0
21.0
20.0
19.0
18.0
17.0
16.0
15.0
14.0
ft AD
ft
0
163
389
662
Link
length (ft)
Shape ID
width (in)
r.pfc (ft3/s)
US flow (ft3/s)
259795.1
162.8
CIRC
15.0
3.581
-0.00077
259796.1
226.6
CIRC
15.0
4.292
1.68815
259797.1
273.0
CIRC
24.0
30.619
4.18604
Node
Asset ID
259795
259796
259797
259811

Figure 2

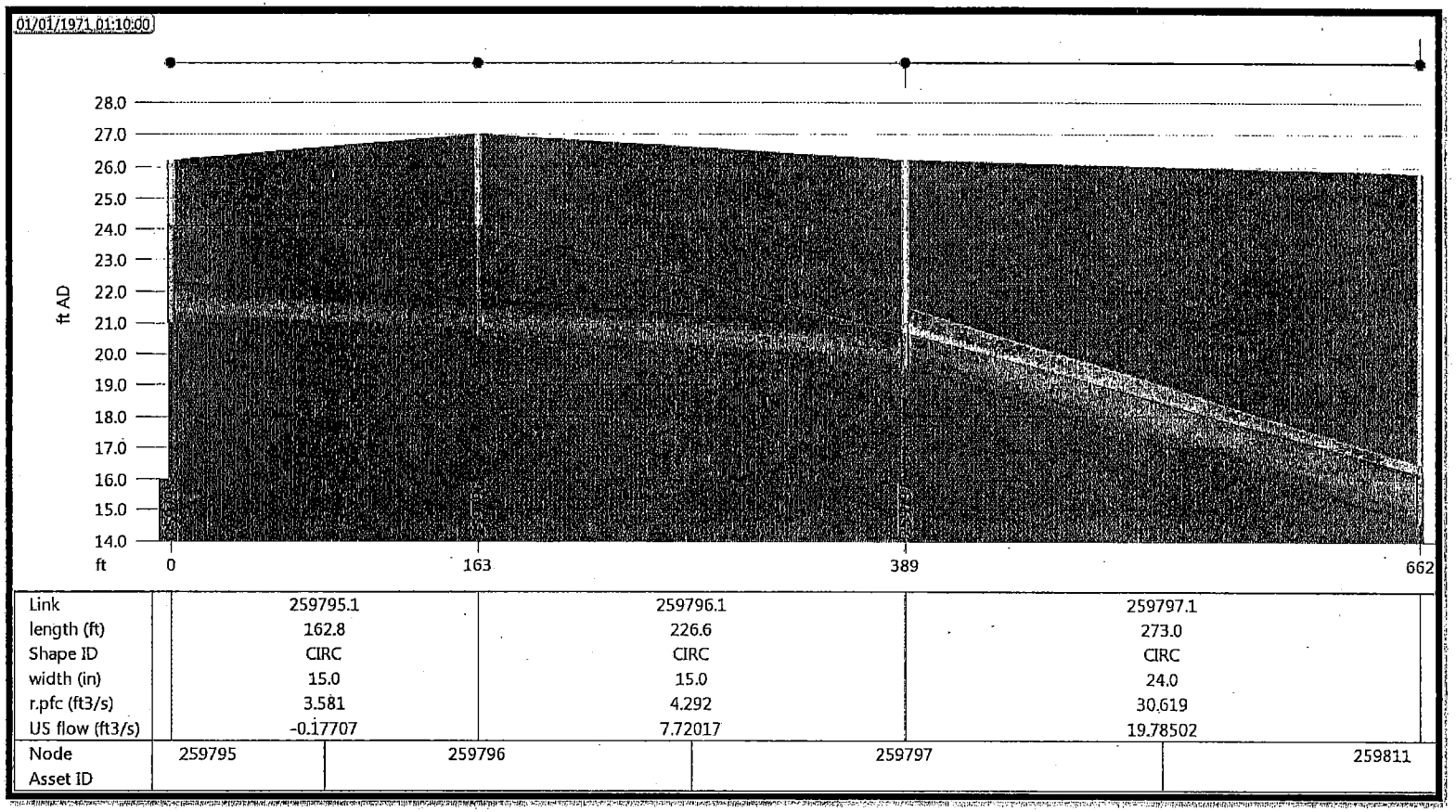

01/01/1971 01:10:00
28.0
27.0
26.0
25.0
24.0
23.0
22.0
21.0
20.0
19.0
18.0
17.0
16.0
15.0
14.0
ft AD
ft
0
163
389
662
Link
259795.1
259796.1
259797.1
length (ft)
162.8
226.6
273.0
Shape ID
CIRC
CIRC
CIRC
width (in)
15.0
15.0
24.0
r.pfc (ft3/s)
3.581
4.292
30.619
US flow (ft3/s)
-0.17707
7.72017
19.78502
Node
Asset ID
259795
259796
259797
259811

Figure 3

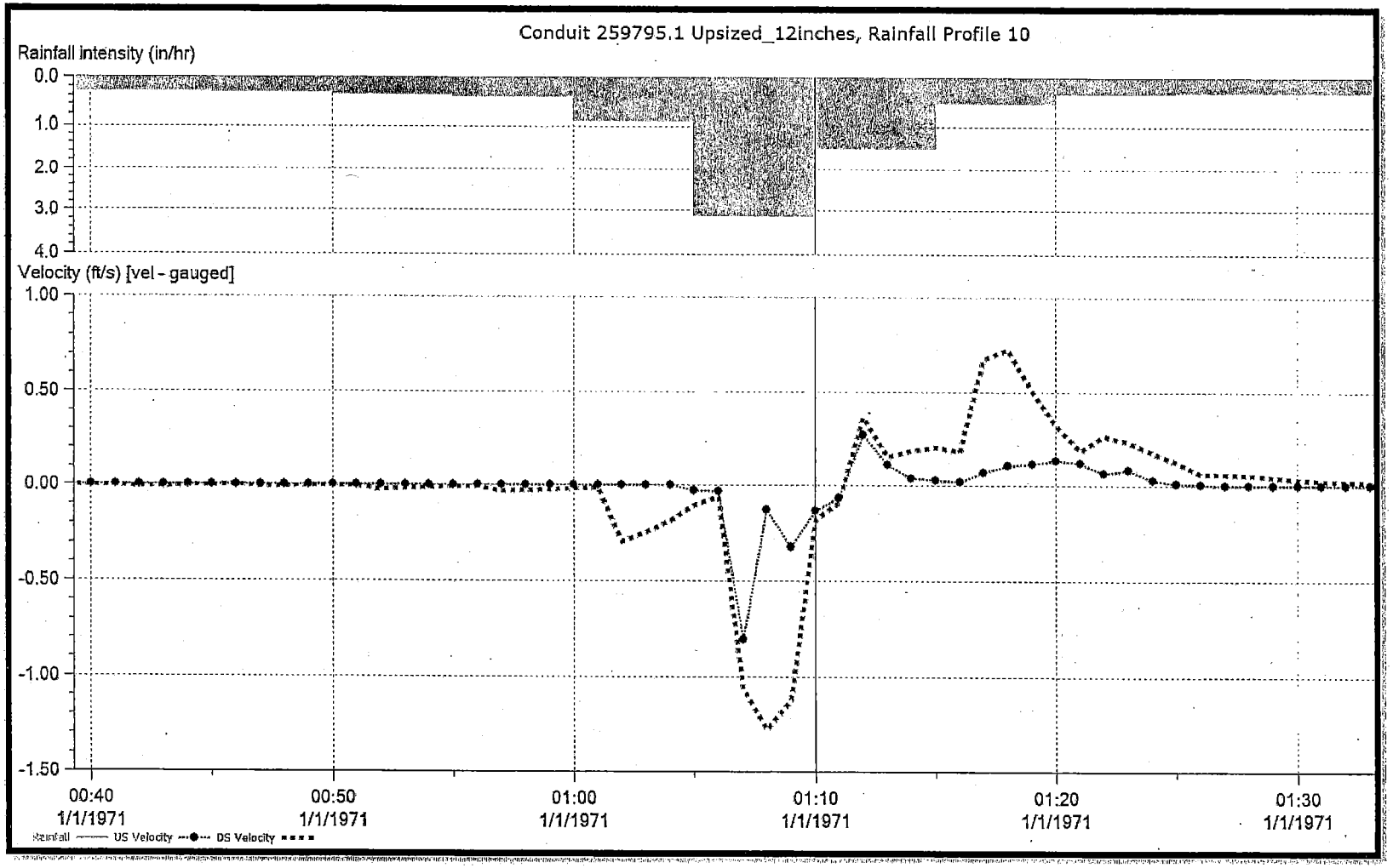

Conduit 259795.1 Upsized_12inches, Rainfall Profile 10
Rainfall intensity (in/hr)
0.0
1.0
2.0
3.0
4.0
Velocity (ft/s) [vel - gauged]
1.00
0.50
0.00
-0.50
-1.00
-1.50
00:40
1/1/1971
00:50
1/1/1971
01:00
1/1/1971
01:10
1/1/1971
01:20
1/1/1971
01:30
1/1/1971
Rainfall
US Velocity
DS Velocity

Figure 4

(2) Why are some velocities very high?

The conduit in figure 5 and figure 7 shows 109 feet per second as maximum velocity.

Using the Mannings' equation, velocities up to 30 feet per second is obtained and is expected in many steep pipes.

However, artificially high instantaneous velocities like 50 feet per second or 100 feet per second are numerical instabilities encountered while solving Saint Venant Equation. For each conduit, a number of calculations need to be performed for many time steps. The highest velocity found in these series of calculations is reported as maximum velocity. These spikes do not usually cascade into causing the overall degradation and reliability of calculation. The software does not suppress these values because it is an important indicator to the hydraulic engineer that occasionally internal calculations have limitations; and that an engineer makes a conscious decision whether such results affect the overall hydraulic result.

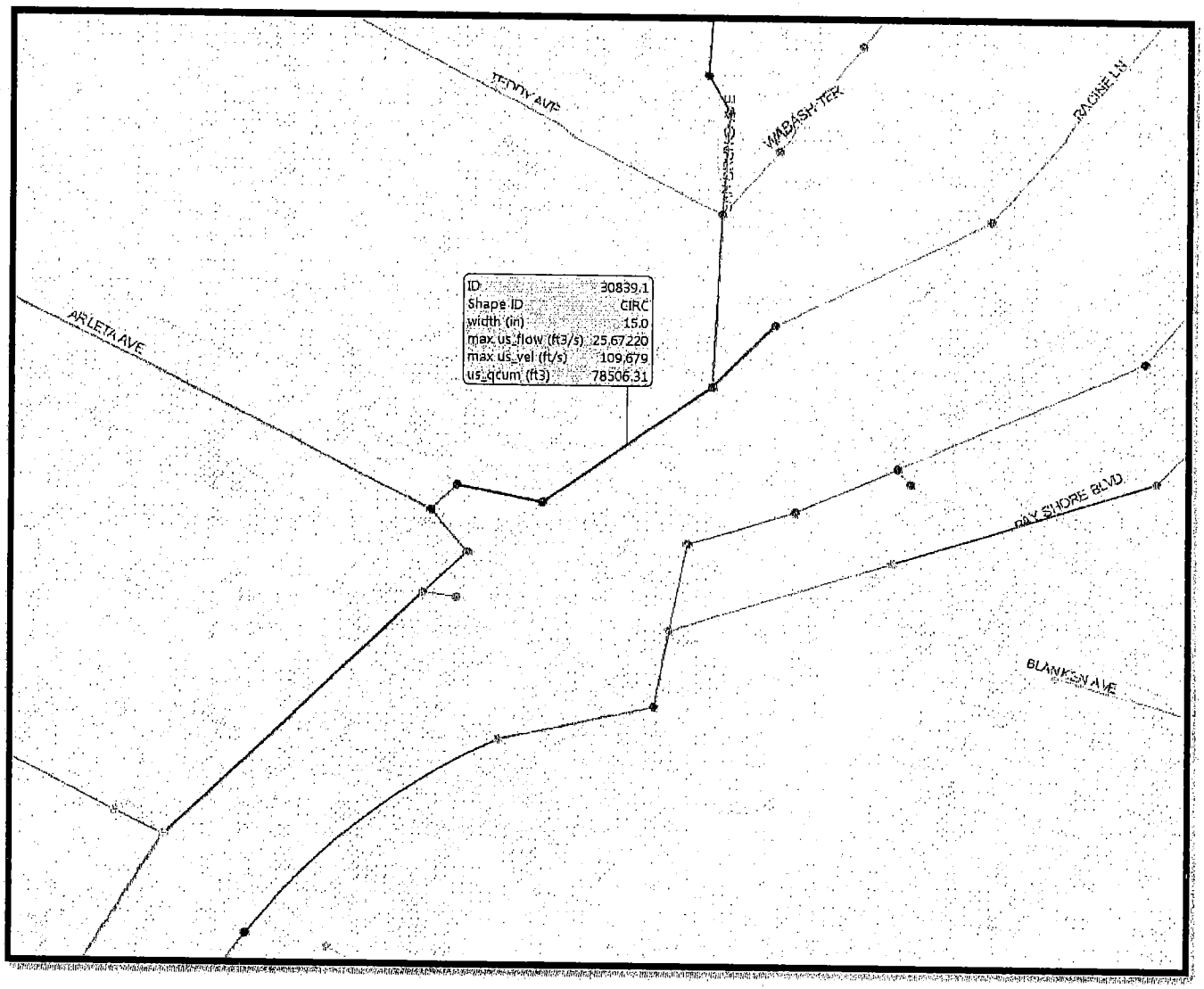

TERRY AVE
WABASH TER
RACINE LN
ID 30839.1
Shape ID CIRC
width (in) 15.0
max us_flow (ft3/s) 25.67220
max us_vel (ft/s) 109.679
us_qcum (ft3) 78506.31
ARLETA AVE
BAY SHORE BLVD
BLANKEN AVE

Figure 5

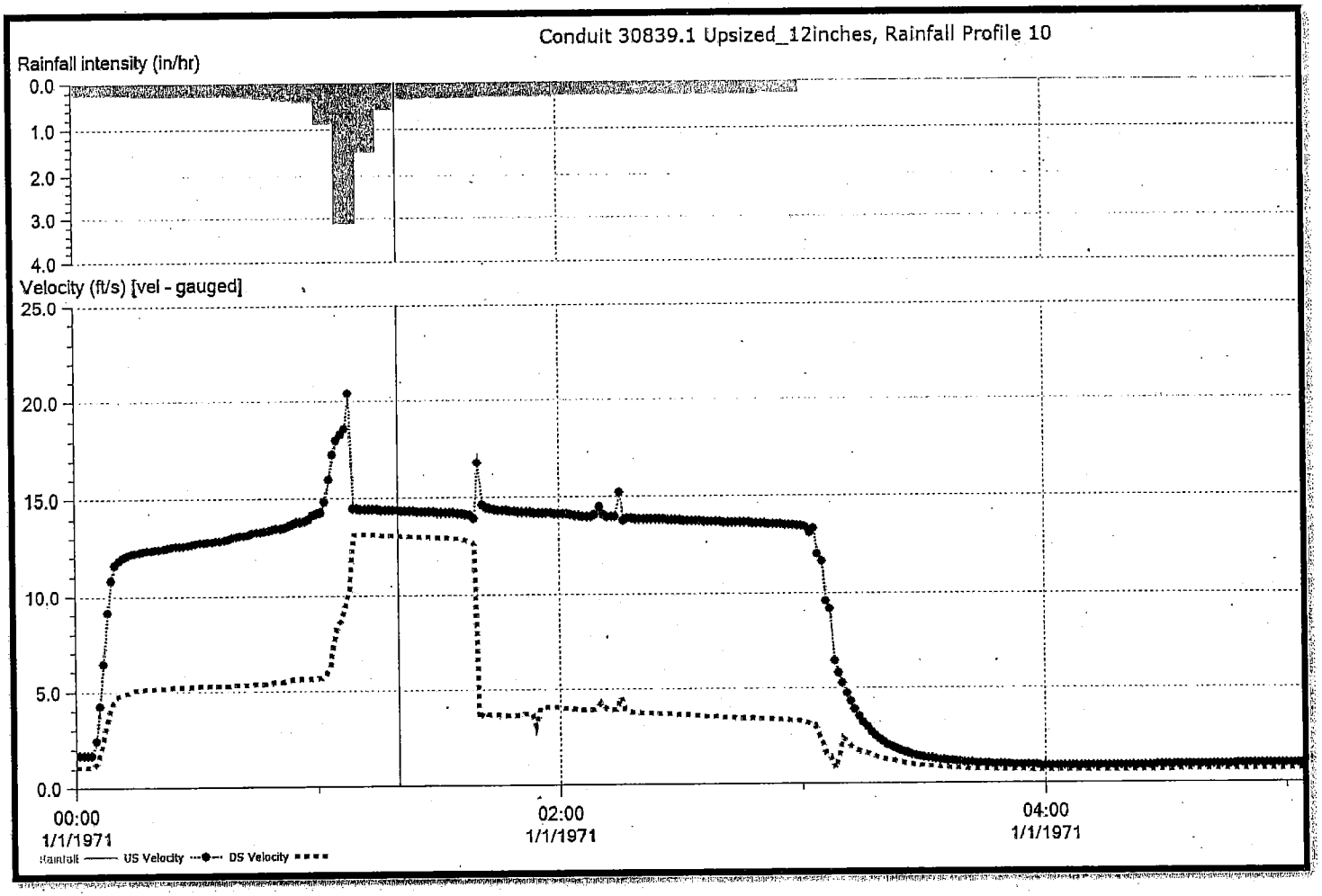

Conduit 30839.1 Upsized_12inches, Rainfall Profile 10
Rainfall intensity (in/hr)
0.0
1.0
2.0
3.0
4.0
Velocity (ft/s) [vel - gauged]
25.0
20.0
15.0
10.0
5.0
0.0
00:00
1/1/1971
02:00
1/1/1971
04:00
1/1/1971
Rainfall
US Velocity
DS Velocity

Figure 6

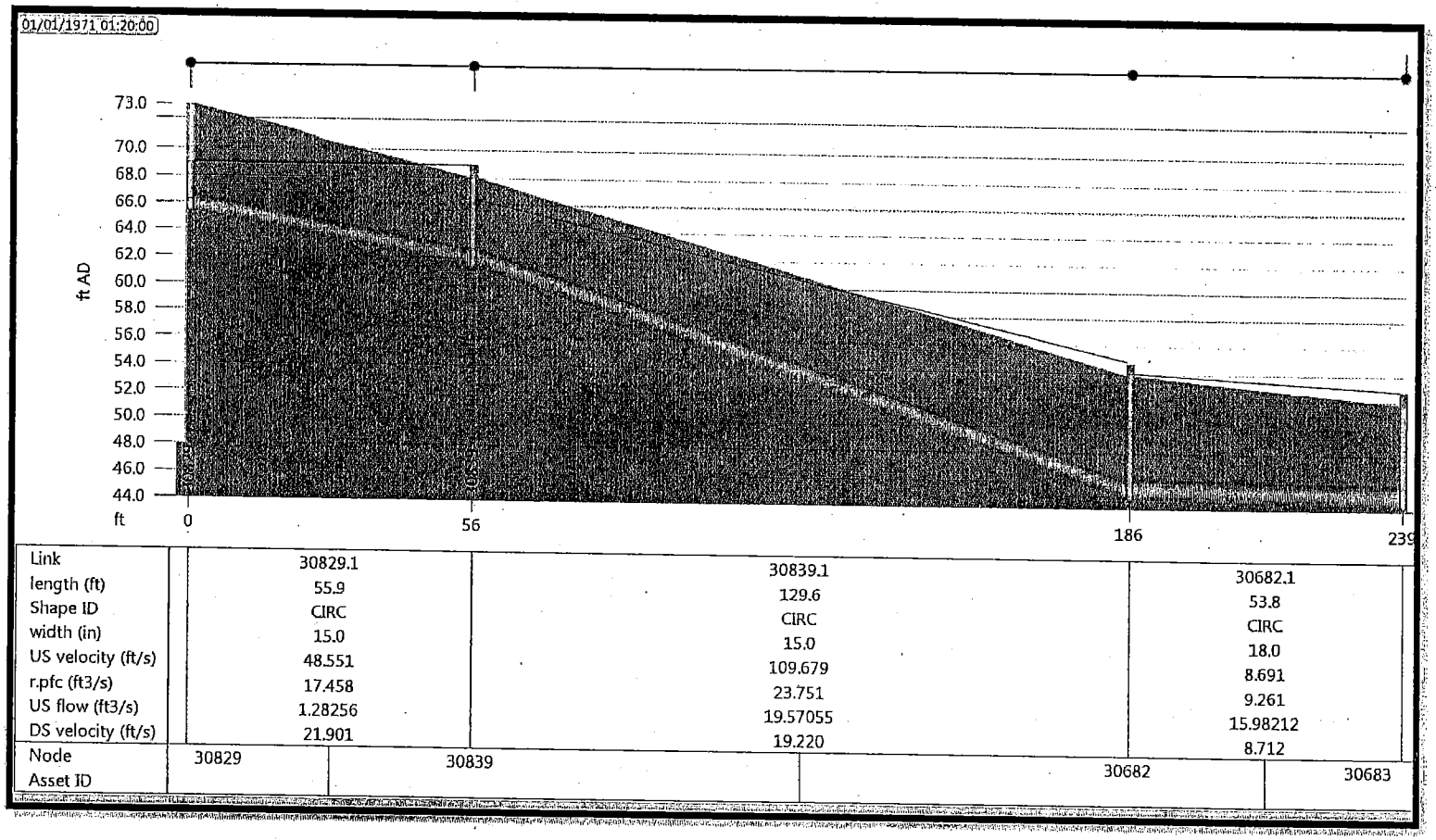

01/01/1971 01:20:00
73.0
70.0
68.0
66.0
64.0
62.0
60.0
58.0
56.0
54.0
52.0
50.0
48.0
46.0
44.0
ft AD
ft
0
56
186
239
Link
length (ft)
Shape ID
width (in)
US velocity (ft/s)
r.pfc (ft3/s)
US flow (ft3/s)
DS velocity (ft/s)
30829.1
55.9
CIRC
15.0
48.551
17.458
1.28256
21.901
30839.1
129.6
CIRC
15.0
109.679
23.751
19.57055
19.220
30682.1
53.8
CIRC
18.0
8.691
9.261
15.98212
8.712
Node
Asset ID
30829
30839
30682
30683

Figure 7

Result Table

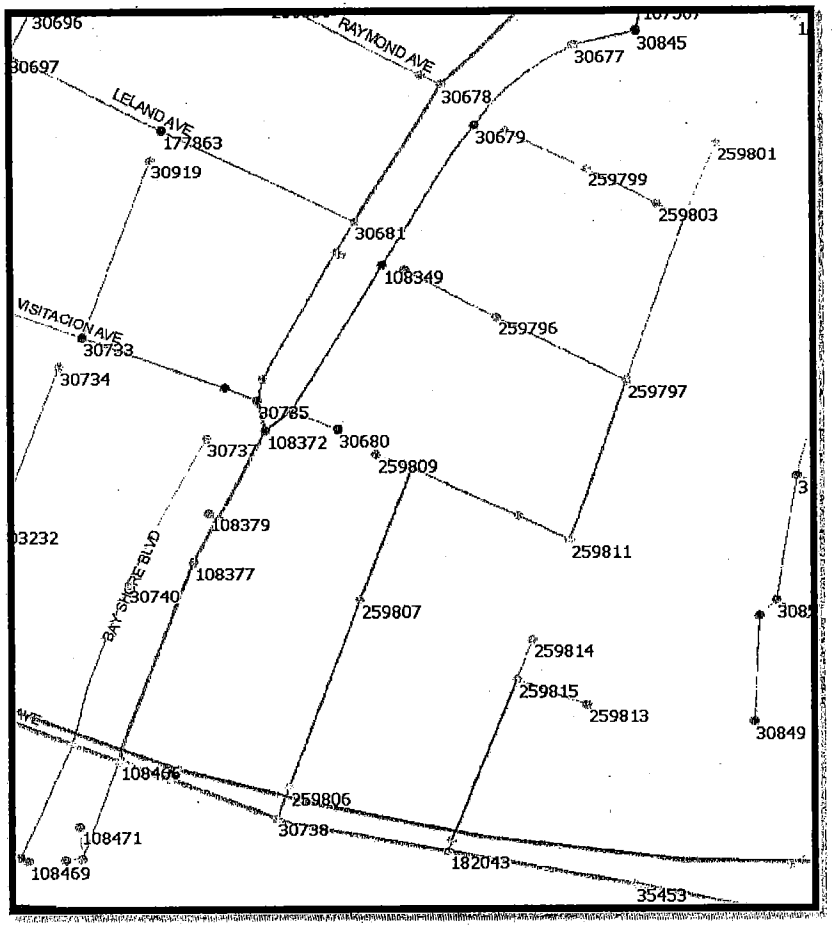


Figure 8

From: Eickman, Kent
Sent: Monday, August 05, 2013 12:29 PM
To: Webster, Leslie; Tran, Michael
Subject: RE: Schlage Locke Sewer Issues

Appendix 1 shows some minus velocities and flows. It also has one pipe with 22.254 fps, is this excessive?

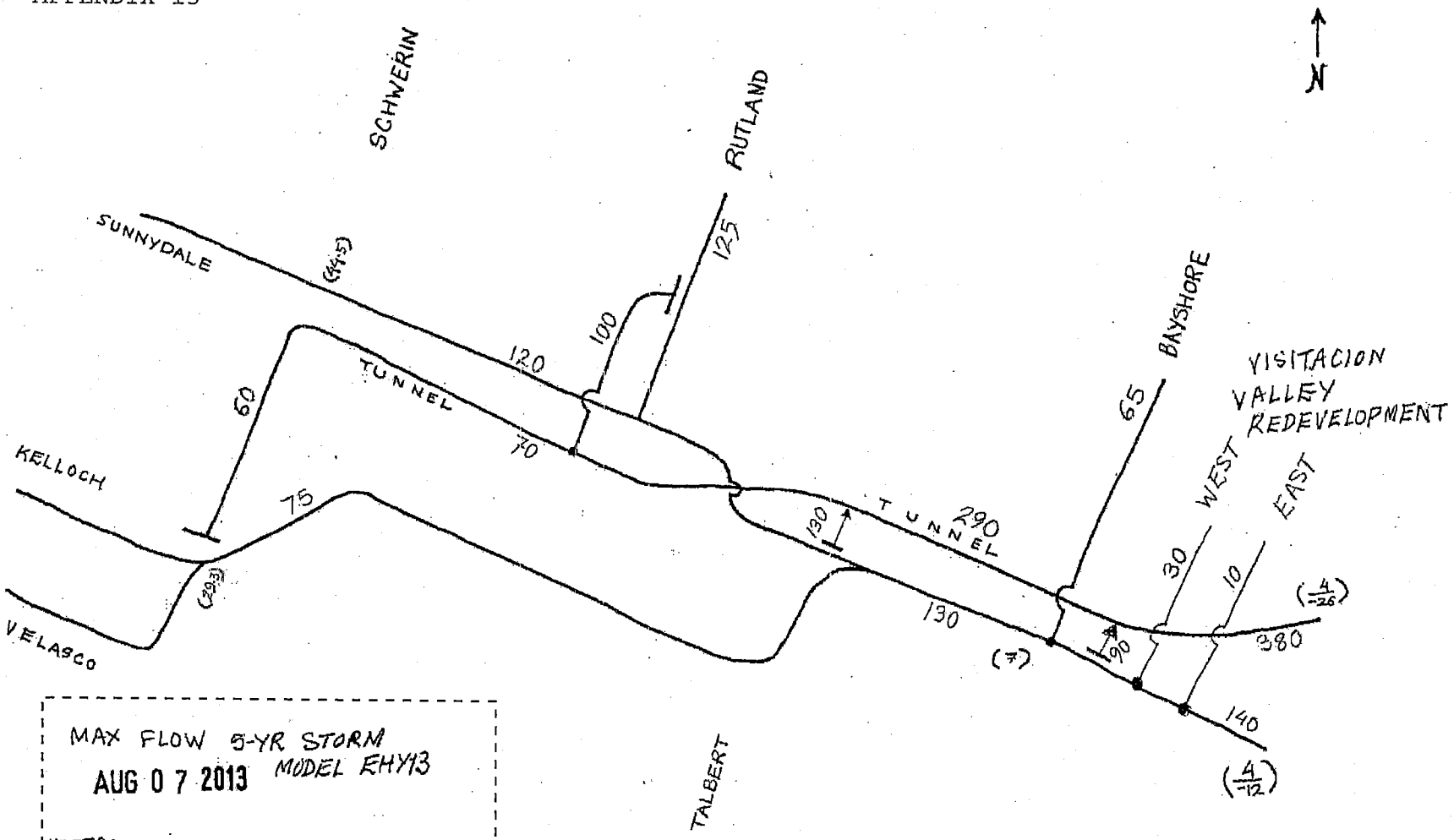
thanks

Visitacion Valley and Sunnydale system

EXAMPLE ONLY - DO NOT USE FOR RESULTS

ROW	LINE#	U/S NODE	D/S NODE	X-SECT	SHAPE	LENGTH	SLOPE	SITE	CFS	FT/S	MGAL	STATE	U/S RIM	D/S RIM	U/S INV	D/S INV	U/S FB	D/S FB	Q'
1	Old tunnel	182043	35453	78	CIRC	295	0.35		146.5	6.1	8.420	0.61	12.0	7.9	-5.8	-6.9	11.1	7.3	268.6
2	Old tunnel	30738	182043	78	CIRC	273	0.35		158.0	7.6	8.220	0.48	10.0	12.0	-4.9	-5.8	8.9	11.1	268.4
3	Main Tunnel - con	252050	A01-1020	144	CIRC	3099	0.19	onnections	377.8	3.2	7.030	1	6.4	7.0	-19.5	-25.5	1000.3	8.3	1026.3
4	Sunnyd.	252052	30738	78	CIRC	180	0.35		140.3	7.9	7.870	0.41	8.3	10.0	-4.3	-4.9	7.2	8.9	300.5
5	Leland extend	259796	259797	15	CIRC	227	0.44	West	8.3	6.2	0.090	0.4	27.0	26.2	20.5	19.5	2.3	5.4	4.3
6	Visitacion extend	259809	259808	15	CIRC	58	1.38		-0.1	-1.0	0.000	0.5	20.2	22.1	13.0	12.2	6.5	8.4	7.6
7		259802	259797	18	CIRC	278	3.06		7.2	9.8	0.070	0.3	35.9	26.2	28.0	19.5	7.2	5.4	18.4
8	Headend	259801	259802	12	CIRC	131	0.38	West	0.0	-0.4	0.000	0.3	36.0	35.9	28.5	28.0	7.3	7.2	2.2
9		259803	259802	18	CIRC	48	1.04		7.2	6.5	0.070	0.3	36.7	35.9	28.5	28.0	7.3	7.2	10.7
10	Raymond Extend	259799	259803	18	CIRC	124	0.4	West	7.3	4.6	0.070	0.3	38.9	36.7	29.0	28.5	8.6	7.3	6.7
11	Raymond Extend	259798	259799	15	CIRC	140	0.79	West	0.0	-0.5	0.000	0.4	36.5	38.9	30.1	29.0	6.2	8.6	5.8
12	Outlet	259806	30738	36	CIRC	53	15.72	West	31.1	25.2	0.350	0.1	12.0	10.0	6.8	-4.9	4.5	8.9	264.4
13		259807	259806	36	CIRC	319	1	West	31.3	9.3	0.350	0.2	20.5	12.0	10.0	6.8	9.0	4.5	66.8
14		259808	259807	30	CIRC	230	0.96		27.1	8.9	0.300	0.2	22.1	20.5	12.2	10.0	8.4	9.0	40.2
15		259810	259808	30	CIRC	184	0.98		21.0	8.3	0.220	0.2	24.6	22.1	14.0	12.2	9.3	8.4	40.6
16	Visitacion extend	259811	259810	24	CIRC	91	0.55	West	21.0	6.7	0.220	0.3	25.8	24.6	14.5	14.0	9.3	9.3	16.8
17	Visitacion extend	259797	259811	24	CIRC	273	1.83	West	21.4	10.5	0.220	0.3	26.2	25.8	19.5	14.5	5.4	9.3	30.6
18	Leland extend	259795	259796	15	CIRC	163	0.31	West	-1.1	-1.1	0.000	0.4	26.2	27.0	21.0	20.5	1.4	2.3	3.6
19	Headend	259813	259815	15	CIRC	116	0.86	East	5.1	5.5	0.100	0.3	16.8	20.9	13.0	12.0	2.9	8.0	6.0
20	Headend	259814	259815	15	CIRC	69	1.44	East	3.7	6.1	0.070	0.3	22.0	20.9	13.0	12.0	8.4	8.0	7.8
21		259815	259817	15	CIRC	277	3.43	East	8.7	10.5	0.170	0.3	20.9	12.0	12.0	2.5	8.0	8.8	12.0
22	Outlet	259817	182043	15	CIRC	20	5.11	East	8.7	12.2	0.170	0.3	12.0	12.0	2.5	-5.8	8.8	11.1	14.6

APPENDIX 15



MAX FLOW 5-YR STORM
MODEL EHY13

AUG 0 7 2013

NOTES:
SEWER SCHEMATIC
FOR DISCUSSION PURPOSE ONLY
EHY 1/2013
ELEV. IN (X)
INPUT 485 CFS

OUTPUT 520 CFS

Shrestha, Bimayendra

From: Webster, Leslie [LWebster@sfwater.org]
Sent: Wednesday, June 05, 2013 08:21
To: Petrick, Molly; Jurosek, Marla; Eickman, Kent; Lee, Wallis; Todd Adair; Howard Pearce; Steven Huang; jdallosta@bkf.com; Shrestha, Bimayendra
Cc: Lesk, Emily
Subject: RE: Schlage Locke Sewer Issues

Hello All,

Here is a summary of the next steps from our meeting yesterday (June 4, 2013 at SFPUC):

- The development team will provide DPW Hydraulics with their proposed sewer mains, nodes, and catchment boundaries. DPW Hydraulics will include it in modeling analysis, and share the hydraulic analysis with the development team to help facilitate the selection and design of discharge locations. It is expected that during the analysis, there may be some back-and-forth to come up with the best solution. The modeling analysis and back and forth is expected to take 3 weeks following Hydraulics receipt of the system information. (Please follow up with Wallis and/or Bimu as needed re this analysis)

- The development team will follow up with an infrastructure plan for SFPUC review and comment. This IP will include the discharge location as well as the an overland flow analysis and updated stormwater management proposal.

- The development team will also follow up with more information how the IP will relate to the Development Agreement, which is planned to go before the BoS in July or August.

Best regards,

Leslie

Leslie Webster

(415) 554-3459

lwebster@sfwater.org

-----Original Appointment-----
From: Petrick, Molly
Sent: Thursday, May 30, 2013 3:33 PM
To: Petrick, Molly; Jurosek, Marla; Webster, Leslie; Eickman, Kent; Lee, Wallis; Conf, 525GG, 10th Fl - Spring Valley; Security Desk, 525GG; Todd Adair; 'Howard Pearce'; 'Steven Huang'; Lesk, Emily
Cc: Shrestha, Bimayendra
Subject: Schlage Locke Sewer Issues
When: Tuesday, June 04, 2013 12:30 PM-1:30 PM (GMT-08:00) Pacific Time (US & Canada).
Where: SFPUC - 525 Golden Gate Ave, Spring Valley Conference Rm (10th Floor)

BKF
ENGINEERS / SURVEYORS / PLANNERS

255 Shoreline Drive, Suite 200
Redwood City, California 94065
(650) 482-6300 (Tel)
(650) 482-6399 (Fax)

MEMORANDUM

Date: 06/07/13 BKF No.: 20070090

To: Wallis Lee, SFDPW – Hydraulics
Bimayendra Shrestha, SFDPW - Hydraulics

Copies To: Marla Jurosek, SFPUC
Molly Petrick, SFPUC
Kent Eickman, SFPUC
Steven Huang, UPC
Chun Pong Ng, UPC
Howard Pearce, UPC
James Dallosta, BKF

From: Todd Adair, BKF

Subject: **Schlage Lock Site – Preliminary Hydrology Model**

Wallis / Bimo
Thank you again for meeting with us earlier this week to review the revised Schlage Lock development and discuss the combined sewer system proposed for the project.

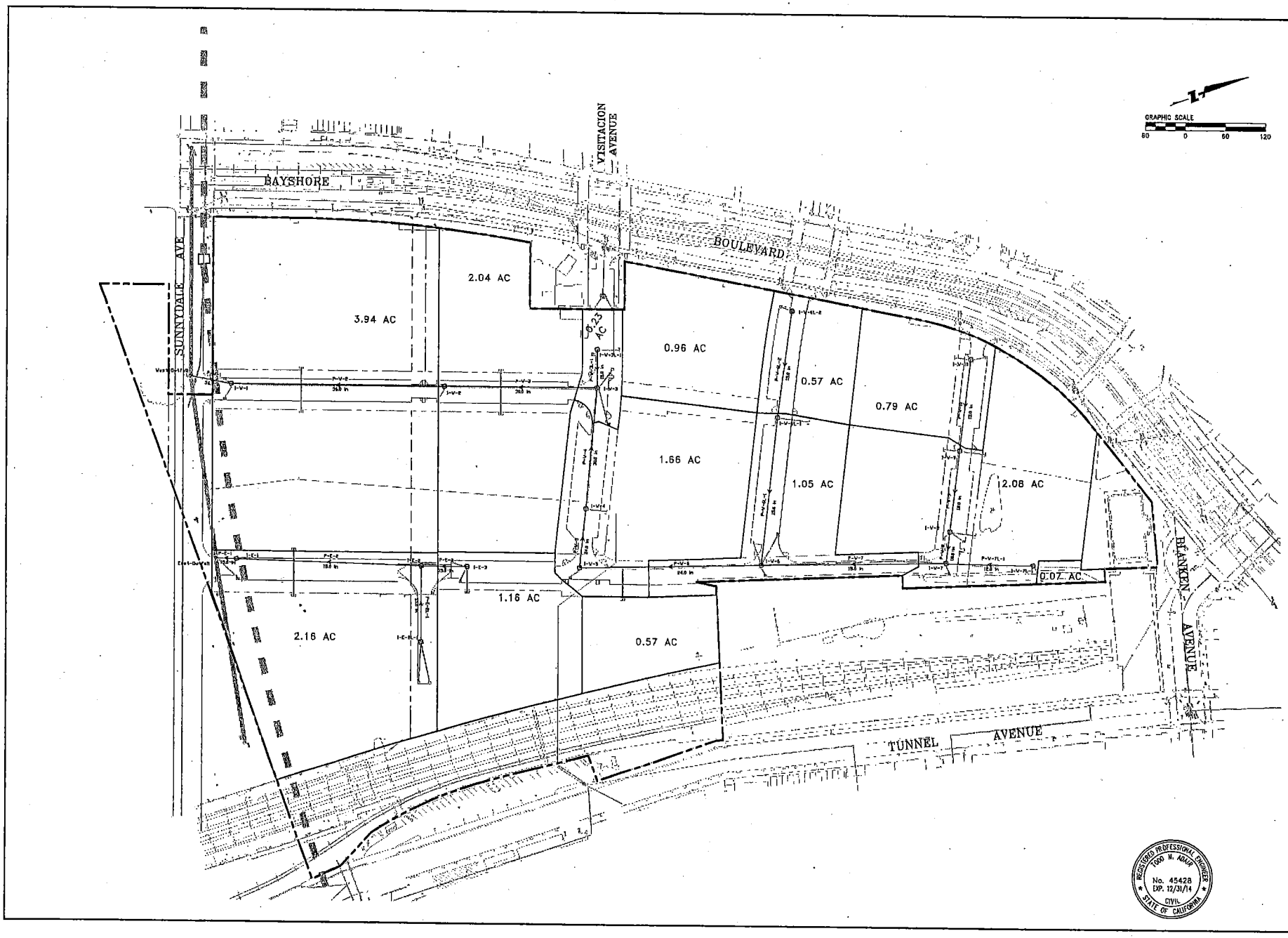
Based on our meeting we have attached our Preliminary Hydrology Model for the stormwater runoff in the proposed combined sewer system. As discussed, our model is based on the Rational Method. This provides a conservative stormwater flow rate leaving the site. We will develop a Dynamic Model for the project once we begin the final designs for the site and anticipate the flow volumes will be reduced using this method.

We anticipate your model will take into account the pre-existing conditions for the site. We have included our preliminary model for the pre-existing condition as well. This is based on the existing site being almost 100% impervious prior to the remediation activities on the site. Although we do not have record drawings for the utility systems that were once serving the site, the existing grades indicate the site drained to the southeast corner and connected to the 78-inch combined sewer main. We have included a conceptual layout for the existing stormwater system. Based on our model results, the existing flow from the site is approximately 41.3 cfs.

Based on our preliminary model results, the proposed project will discharge 23.2 cfs at the main proposed connections point (Outfall West), and 7.5 cfs at the secondary discharge point (Outfall East). Combined this is a decrease of 10.3 cfs from the existing condition.

We have attached our model results as Table 1 – Hydrology and Table 2 – Hydraulics as well as the exhibits for the existing and proposed conditions. It is our understanding you will add this information into your model for the 78-inch combined sewer main and determine if the flow from the site can be accommodated in the combined sewer system.

Please let us know if you have any questions or need any additional information.



© BKF ENGINEERS

BKF
255 SHORELINE DR. STE. 200
REDWOOD CITY, CA 94065
650/482-6300
650/482-6399 (FAX)
ENGINEERS / SURVEYORS / PLANNERS

VISITACION VALLEY REDEVELOPMENT, ZONE 1
TENTATIVE MAP
MODEL-PROPOSED UTILITY PLAN

CITY OF SAN FRANCISCO SAN FRANCISCO COUNTY CALIFORNIA

Date	05/09/2012	No.	Revisions
Scale	NOTED		
Design	JD		
Drawn	JD		
Approved	TMA		
Job No	2007000-33		

Sheet Number: C5

DRAWING NAME: J:\Eng07\070090\DWG\STORM CAD\SLPRSOUT.dwg
PLOT DATE: 06-06-13 PLOTTED BY: sam

APPENDIX C:
CONCEPTUAL POTABLE WATER AND SANITARY SEWER DEMANDS

BKF ENGINEERS · SURVEYORS · PLANNERS

Conceptual Potable Water and Sanitary Sewer Demand Calculations

Schlage Lock Redevelopment - San Francisco, CA

Domestic Water Demand								Sanitary Sewer Demand			
Use	Living Units[1]	Size[3]	Load[2]		Avg. Daily Demand	Avg. Daily Demand	Avg. Daily Demand	Load[13]		ADWF	PDWF[14]
		(SF/Use)			(gpd)	(gpm)	(cfs)			(cfs)	(cfs)
1-bedroom Condo	697		102	gpd/unit	71,094	49	0.110	96.9	gpd/unit	0.104	0.313
2-bedroom Condo	849		125	gpd/unit	106,125	74	0.164	118.75	gpd/unit	0.156	0.468
3-bedroom Condo	133		140	gpd/unit	18,620	13	0.029	133	gpd/unit	0.027	0.082
Retail		43,700	150	gpd/1000 SF	6,555	5	0.010	142.5	gpd/1000 SF	0.010	0.029
Cultural		0	150	gpd/1000 SF	0	0	0.000	142.5	gpd/1000 SF	0.000	0.000
TOTALS	1679				202,394	141	0.313			0.297	0.892

PWWF (CFS)[15]	0.892

Fire Water Demand[12]

Construction Type	Size[3]	Largest Floor[4]	Fire Flow Square Footage[5]	Demand[6]	Avg Daily Demand[7] w/50% CFC Reduction
	(SF)	(SF/Use)	(SF)	(gpm)	(gpm)
Type I		33,471	100,413	3500	1,750
Type IIIB or V-B	181,560	37,064	181,560	8000	4,000
TOTAL FIRE DEMAND[9]					4,000

192300
576900
615407

Irrigation Demand[8]

Acreage[10]	Unit Demand	Irrigation Period	Irrigation Frequency	Cycle Length	Avg. Daily Demand
	(acre-ft/acre/yr)	(months)	(cycles/day)	(minutes)	(gpm)
2.1	3	5	8	20	84
TOTAL IRRIGATION DEMAND					84

TOTAL AVERAGE DAILY WATER DEMAND (GPM)	4,226

Notes

1 Living Unit numbers and square footages are based on values provided by UPC.
2 1- bedroom (2005 unit demands) and Retail/Office Loads are based on the values provided in the Visitacion Valley Redevelopment Program Draft EIR, dated 06/03/08. 2-bedroom and 3-bedroom units assume 2.5 persons and 2.8 persons per unit, respectively, at 60 gpd/person, per the August 2006 "Projected Water usage for BAWSCA Agencies" Tech Memo by URS.
3 Building Size for Construction Types are based on values provided by UPC on 03/18/09.
4 Square footage of largest floor is based on values provided by UPC on 03/18/09.
5 Fire flow square footages are based on the 2013 California Fire Code (CFC) Section B104. For Type IA and IB, fire flow areas are based on the area of the three largest consecutive floors (CFC B104.3).
6 Demands are calculated per CFC Table B105.1.
7 Per CFC B105.2, a reduction of up to 75% in the fire flow demand, as approved, is allowed when the building is provided with fire sprinklers. This calculation assumes both that the building will be sprinklered and that a 50% reduction will be approved.
8 Irrigation Demand assumes that the site is watered every day for a 5 month period. In addition, it is assumed that the green areas will be irrigated in 8 cycles for an individual cycle length of 20 minutes during the 5 month irrigation period.
9 Total Fire Demand is the larger of the demands for the two difference construction types. In this case, the 4000 gpm demand for the Type IIIB or V-B construction is the larger and is the assumed fire demand in this document.
10 Acreage is loosely based on the landscaped areas identified in the site plan provided by GLS in April 2014.
11 Domestic Water Demands are average daily demand and are not peaked.
12 Fire Demands provided are based on the California Fire Code requirements. MEP or Fire Sprinkler consultant to confirm if additional fire water demand or pumping systems are required for internal building fire sprinkler systems.
13 Sanitary sewer demand loads are based on a 95% return on water use.
14 Assumed a peaking factor of 3 based on industry standards. Peaking factor is applied to the Average Dry Weather Flow (ADWF) to calculate Peak Dry Weather Flow (PDWF)
15 Peak Wet Weather Flow (PWWF) = PDWF + I&I. I&I is asusmed to be .003 cfs/acre per SF Subdivision Code. Area of this phase is ~3.26 acres.

RESOLUTION NO. 1-2009

Adopted February 3, 2009

ADOPTING ENVIRONMENTAL FINDINGS AND A STATEMENT OF OVERRIDING CONSIDERATIONS PURSUANT TO THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE VISITACION VALLEY REDEVELOPMENT PROGRAM; VISITACION VALLEY REDEVELOPMENT SURVEY AREA

BASIS FOR RESOLUTION

1. The Redevelopment Agency of the City and County of San Francisco ("Agency"), the Planning Department ("Planning Department"), the Mayor's Office, and other City Departments have been working on a plan to transform the vacant Schlage Lock Site into a new transit-oriented community, support revitalization of the commercial corridors along Leland Avenue and Bayshore Boulevard, provide new community facilities for the Visitacion Valley neighborhood, and encourage infill development, via the proposed Visitacion Valley Redevelopment Program.

2. On June 7, 2005, the San Francisco Board of Supervisors established the Visitacion Valley Redevelopment Survey Area (Resolution No. 424-05).

3. On November 6, 2006, the San Francisco Planning Commission ("Planning Commission") approved the Visitacion Valley Preliminary Plan (Motion No. 17340).

4. The Agency has prepared a proposed Visitacion Valley Redevelopment Plan for the Visitacion Valley Redevelopment Survey Area ("Redevelopment Plan").

5. The proposed Redevelopment Plan would create an approximately 46-acre Visitacion Valley Redevelopment Project Area ("Project Area"), consisting of the former Schlage Lock factory and surrounding industrial properties ("Schlage Lock Site") and the neighborhood commercial corridors along Leland Avenue and Bayshore Boulevard.

6. As part of the proposed Visitacion Valley Redevelopment Program, the Agency and the Planning Department has prepared the Visitacion Valley Schlage Lock Design for Development ("Design for Development") for the Project Area, which provides an urban design framework plan and specific development controls and design guidelines for the Project Area.

7. The Design for Development is a companion document to the Redevelopment Plan. The Redevelopment Plan establishes Goals and Objectives and basic land use standards for the Project Area. The Design for Development provides legislated development requirements and specific design recommendations that apply to all developments within Zone 1 of the Project Area.

of Mitigation Measure 8-1A as recommended by SFMTA staff would not result in any new significant impacts or in a substantial increase in severity of the impacts as already identified in the FEIR; and

e. With these proposed modifications to the mitigation measures as well as the modifications previously made by the SFRA Commission and Planning Commission when they rejected certain other mitigation measures as infeasible in their CEQA Findings, this Commission finds that the impacts of the project would be substantially the same as identified in the FEIR.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on June 5th, 2014.

Jonas P. Ionin
Commission Secretary

AYES: Wu, Fong, Antonini, Borden, Hillis, Moore, Sugaya

NAYS:

ABSENT:

ADOPTED: June 5th, 2014.

8. The Agency shall utilize the Design for Development, along with the Redevelopment Plan in consideration of entitlements of future developments in Zone 1, and will follow the design review procedure described therein.

9. The environmental effects of the proposed Visitacion Valley Redevelopment Program ("Project"), including the Redevelopment Plan and Design for Development for the Project Area, have been analyzed in the environmental documents, which are described in Resolution No. 157-2008. Copies of the environmental documents are on file with the Agency.

10. On December 16, 2008, the Agency Commission adopted Resolution No. 157-2008, certifying the Final Environmental Impact Report ("FEIR") for the Project as adequate, accurate, and objective and in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et seq.)("CEQA") and the CEQA Guidelines (14 California Code of Regulations Sections 15000 et seq.). At its meeting on December 18, 2008, the Planning Commission also certified the FEIR (Motion No. 17789).

11. The Planning Department and Agency prepared Findings, as required by CEQA, regarding the alternatives, mitigation measures, and significant environmental impacts analyzed in the FEIR, and overriding considerations for approving the proposed Project, including all of the actions listed in Attachment A hereto, and a proposed Mitigation Monitoring and Reporting Program, attached as Exhibit 1 to Attachment A, which material was made available to the public and this Agency Commission for its review, consideration, and action.

RESOLUTION

ACCORDINGLY IT IS RESOLVED by the Redevelopment Agency of the City and County of San Francisco that:

1. The Agency Commission certified the FEIR as adequate, accurate, and objective, and reflecting the independent judgment of the Agency in Resolution No. 157-2008.

2. The Agency Commission has reviewed and considered the FEIR and hereby adopts the Findings attached hereto as Attachment A, including its Exhibit 1, and incorporates the same herein by this reference.

3. The Agency Commission finds, based on substantial evidence in light of the whole record, that: (a) approvals of the actions before it related to implementation of the Project will not require important revisions to the FEIR as there are no new significant environmental effects or substantial increases in the severity of previously identified significant effects; (b) no new information of substantial importance to the Project has become available that would indicate: (i) the Project or the approval actions will have significant effects not discussed in

the FEIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible that would reduce one or more significant effects have become feasible, or (iv) mitigation measures or alternatives that are considerably different from those in the FEIR would substantially reduce one or more significant effects on the environment.

APPROVED AS TO FORM:

James B. Morales
Agency General Counsel

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Executive Summary
Initiation of Planning Code, Zoning Map, and General Plan Amendments
HEARING DATE: MAY 8, 2014

Date:	May 1, 2014
Case No.:	**2006.1308EMTZ**
Project Address:	**Visitacion Valley/Schlage Lock**
Zoning:	M-1
Proposed Zoning:	Visitacion Valley Special Use District
Height/Bulk:	40-X & 55-X
Block/Lot No.'s:	**AB 5066B** / 003, 004, 004a, 005, 006, 007, 008, 009; AB **5087**/003, 003a, 004, 005; **AB 5099**/014; **AB 5100**/ 002, 003,007,010 **AB 5101**/006, 007; **AB 5102** / 009, 010; **AB 5107**/001, 003, 004, 005; **AB 6233**/048, 055; **AB 6248**/002, 045; **AB 6249**/001, 002, 002A, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036; **AB 6308**/001, 001a, 001d, 002, 002b, 003; **6309B**/001, 002, 018.
Staff Contact:	Claudia Flores – (415) 558-6473 Claudia.Flores@sfgov.org
Reviewed by:	Joshua Switzky – (415) 558-6815 Joshua.Switzky@sfgov.org
Recommendation:	**Initiate Amendments to the General Plan.**

INTRODUCTION

The Planning Department, in collaboration with the Office of Economic and Workforce Development, and several other City agencies, presents the amendments and updates to the *Visitacion Valley / Schlage Lock Development Project*. This represents the culmination of many years of collaboration with Universal Paragon Corporation, the property owner and project sponsor, as well as with Visitacion Valley residents, business owners, workers and stakeholders, towards a plan for reuse of the long-vacant Schlage Lock site into a vibrant, transit-oriented mixed use development that will be model of sustainability. The plan calls for the creation of 1,679 new residential units, a mid-sized grocery store, and other ground floor neighborhood retail on the Schlage site. Of particular note is that in addition to the 15% affordable housing requirement, all of the market-rate units developed on the site are also expected to be affordable to middle income families based on the prevailing market affordability of the neighborhood. It also includes three new neighborhood parks of different sizes, the extension of the Visitacion Valley street grid throughout the Schlage Lock property, and integrates the commercial backbone of the community, Leland Avenue, into the site.

The draft Resolution and action before the Planning Commission is for initiation of amendments to the General Plan. The Initiation Package is intended to provide the Commission with all the documentation necessary to initiate the necessary amendments to implement the Visitacion Valley / Schlage Lock Development Program. Initiation does not involve a decision on the substance of the amendments; it

authorized the Planning Director to "take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from the SF Municipal Transportation Agency Board, the SF Public Utilities Commission and the Board of Supervisors, provided that such changes do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement."

Since the Development Agreement will be presented and approved by various other City boards and commissions, including the Public Utilities Commission, the Recreation and Parks Commission, the County Transportation Authority Board, and the San Francisco Municipal Transportation Agency Board, and these policy bodies may make subsequent changes, the final Development Agreement will be added to the file at the conclusion of these approvals and before the Board of Supervisors takes its action.

If you have any questions or require further information please do not hesitate to contact me.

Sincerely,

John Rahaim
Planning Director

cc:
Ken Rich, Office of Workforce and Economic Development
Supervisor Malia Cohen

Attachments:
Planning Commission Executive Summary for Case No. 2006.1308EMTZW
Planning Commission Development Agreement Resolution No. 19164
Planning Commission Text, Map, and General Plan Amendments Resolution No. 19163 with/CEQA findings exhibits
Addendum to the Environmental Impact Report
Draft Ordinance: Planning Code and Zoning Map Amendments
Draft Ordinance: Development Agreement
Visitacion Valley/Schlage Lock Guiding Documents: Design for Development, Open Space & Streetscape Master Plan

Key provisions of the Development Agreement (DA) include:

- 15 year term
- Vested right to develop for the term of the DA
- Requirement to commence Phase 1 within a specified time period
- Requirement that Phase 1 include a full-service grocery store
- Requirement that Developer provide the following key community benefits
    - 15% Inclusionary Housing with most or all on-site
    - Parks
    - New streets and sidewalks designed to a high standard, including pedestrian connectivity from the Visitacion Valley neighborhood to the Bayshore Caltrain station
    - Complete restoration of the Historic Office Building on the site with at least 25% of space devoted to community-oriented uses
    - Payment of Visitacion Valley Community Facilities and Infrastructure Fee
    - Payment of a "Transportation Fee Obligation" on all uses (notably residential) not currently subject to the Transportation Development Impact Fee (TIDF)
- In recognition of the loss of almost $50 million in tax increment subsidy to the project with the demise of Redevelopment, the DA includes the following forms of public subsidy:
    - $2.9 million in-kind credit on Visitacion Valley Community Facilities and Infrastructure Fee, in recognition that the project is providing open space and restoring the historic Office Building
    - $5.3 million in-kind credit against the Transportation Fee Obligation in recognition that the project is providing a variety of major improvements to the street and pedestrian network
    - Acquisition by the Department of Recreation and Parks of one or two of the project's open spaces (still under negotiation)
    - $1.5 million in Transportation support funding subsidy from MTA
    - $2 million in Proposition K funds from the Transportation Authority

The Visitacion Valley/Schlage Lock Project is also accompanied by and implemented through four additional documents to guide future development at the Schlage site: *the Visitacion Valley/Schlage Lock Design for Development, the Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan, the Visitacion Valley/Schlage Lock Infrastructure Plan* (exhibit to the DA), and a *Transportation Demand Management Plan* (exhibit to the DA).

The Planning Commission certified the Final Environmental Impact Report (EIR) for the Project on December 18, 2008, through Motion No. 17790. The Planning Department published an EIR Addendum on May 29th, 2014 and on June 5, 2014 the Planning Commission adopted CEQA findings related to the project.

At the June 5th hearing, the Commission voted to recommend **approval with proposed modifications** of the proposed Ordinances, accompanying Plan documents, and draft Development Agreement. Please find attached documents relating to the Commission's action.

Subsequent to the Commission's action, the City continued negotiations with the Project Sponsor to revise the draft Development Agreement consistent with the Commission's resolution which

SAN FRANCISCO
PLANNING DEPARTMENT

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 JUN 17 AM 9:10
AK

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

June 16th, 2014

Ms. Angela Calvillo, Clerk
Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Re: **Transmittal of Planning Department Case Number 2006.1308EMTZW**
Visitacion Valley/Schlage Lock Development Program
BOS File No: 140442 & 140443 **(pending)**
Planning Commission Recommendation: ***Approval with Modifications***

Dear Ms. Calvillo,

On June, 5th 2014 the San Francisco Planning Commission (hereinafter "Commission") conducted a duly noticed public hearing at a regularly scheduled meeting to consider the proposed Ordinances for Planning Code and Zoning Map Amendments and for a Development Agreement associated with the Schlage Lock Development Program. The Ordinance to amend the General Plan, and associated Planning Commission Resolutions, was transmitted under separate cover on June 9th, 2014.

The proposed Ordinances under this transmittal include the following amendments:

Planning Code Amendments
Update Planning Code Section 249.45 - the "Visitacion Valley/Schlage Lock Special Use District, which would:

- allow for the development of 1,679 housing units and up to 46,700 square feet of retail;
- establish key controls that supersede the underlying zoning such as parking, and prohibiting and allowing certain uses;
- establish that development in the SUD is regulated by the *Visitacion Valley/Schlage Lock Design for Development* document and the *Open Space and Streetscape Master Plan* as adopted and periodically amended by the Planning Commission, except for those controls specifically enumerated in the SUD;
- establish a process for phase and project design review, approval and the consideration of modifications to the controls of the SUD and the *Design for Development Controls and Guidelines*, including public notification and hearings; and
- sunset the 2009 Redevelopment Plan

Zoning Map Amendments

- Amend Z10 to designate the new Mixed Use General (MUG) zoning for Zone 1 (parcels owned by the project sponsor in the Schlage Lock site,) of the project site; and
- Amend Zoning Map HT10 to reclassify the height limits within the project site according to the proposed project.

merely begins the required notice period, after which the Commission may hold a hearing and take action on the proposed amendments and related actions.

The proposed General Plan Amendments pertaining to this initiation hearing are part of a larger package of changes that will be presented to the Planning Commission for approval at a future public hearing. At such hearing, the Planning Commission will consider the General Plan amendments as well as related Planning Code and Zoning Map Amendments, the Development Agreement, the Design for Development, the Open Space and Streetscape Master Plan as well an Infrastructure Master Plan and a Transportation Demand Management Plan. The Mayor and Supervisor Cohen introduced the related components to the Board of Supervisors on Tuesday, April 29 2014. No initiation action is required for the other actions related to approving the project, ; any actions related to CEQA will follow at the time of approvals.

REQUIRED COMMISSION ACTIONS AT THIS HEARING

The following actions are requested from the Commission at this hearing:

1) Approve resolution initiating amendments to the General Plan. By formally initiating the process of making amendments to the General Plan the Commission directs staff to begin a required 20-day notice period and to calendar an approval hearing after the required 20-day period has run. Notice of the approval hearing will be published in the newspaper and mailed to residents and property owners within 300 feet of all exterior boundaries of the planning area, as required by section 306.3 of the Planning Code. Please note that by initiating these amendments today, the Commission does not make any decision regarding the substance of the proposals. It retains full rights to accept, reject or modify any and all parts of the proposed ordinance and the Visitacion Valley / Schlage Lock proposals at such future hearing.

2) Calendar the proposed hearing date for approval and adoption. Staff proposes that the date for final approval and adoption of amendments and related actions be set for June 5, 2014, as a regular calendar item. The project requires presentations at several City Commissions, Committees and Boards and it is critical the project meets this date.

3) Review the requested future commission actions. In order to develop the Schlage Lock site and plan for other improvements to the Visitacion Valley neighborhood, the Planning Commission will be asked to consider a number of actions at the hearing on June 5th. Requested future actions that the Planning Commission must consider are described further at the end of this case report.

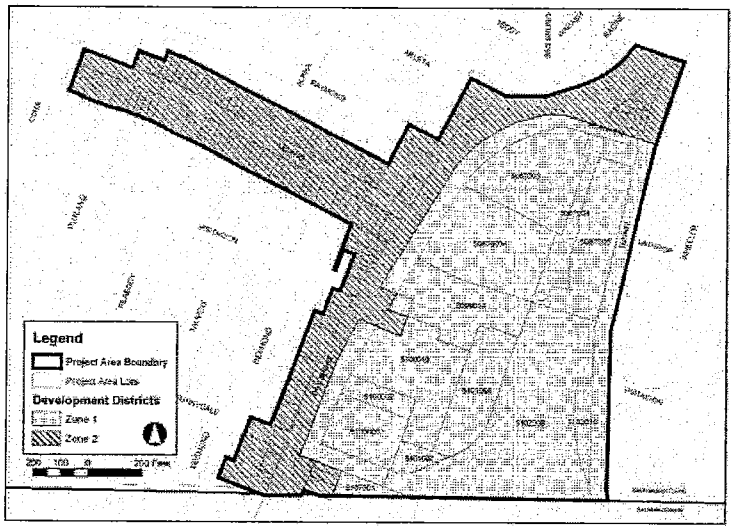
PROJECT BACKGROUND

The Schlage Lock Company operated from the 1920's to 1974 and it was one of the City's largest employers. The Ingersoll Rand Corporation acquired the Schlage Lock Company in 1974 and operated the plant until 1999, when it closed down the plant and relocated manufacturing operations. The 20 acre site has been vacant since 1999. After Home Depot proposed to develop a retail store on the vacant Schlage site in 2000– a proposal that met with community opposition - the Board of Supervisors imposed interim zoning controls, sponsored by then Supervisor Sophie Maxwell, on the site to encourage the long-term planning of the site. Residents of Visitacion Valley then partnered with City

agencies and the Universal Paragon Corporation to develop a plan for the reuse and revitalization of this critical site in their community. Several years of analysis and an extensive community planning process concluded in 2009 with the adoption of a Redevelopment Plan, zoning changes and a detailed Design for Development to guide change on the site. Since City adoption of the Plan, the former Visitacion Valley Citizens Advisory Committee (CAC) had continued to meet to discuss and comment on various aspects of the Plan's implementation and to provide comments to the project sponsor as it continued to implement the plans for the Schlage Lock site.

However, the demise of Redevelopment Agency in early 2012, and the loss of public funding that accompanied it, required reopening the plans for the site. City staff, along with the project sponsor, re-initiated efforts to move transformation of Schlage forward beginning with a community meeting on October 13th 2012. The Planning Department partnered with the Mayor's Office of Economic and Workforce Development and the community to evaluate the project's feasibility, to look at tools which can help move the project forward, and to make the necessary legislative changes to foster the site's transformation. The proposed amendments to the 2009 documents and the new Development Agreement are the results of that effort.

Project Location / Present Use



The Visitacion Valley/Schlage Lock site is located in the southeast quadrant of San Francisco, immediately north of the San Francisco / San Mateo County Line and the City of Brisbane in San Mateo County. To the west of the Special Use District, are McLaren Park, the Sunnyvale HOPE-SF site and the Excelsior and Crocker Amazon districts; to the east of the site lie Highway 101, Little Hollywood, Executive Park, Candlestick and Bayview Hunters Point neighborhoods; and the Bayshore Caltrain station lies near the Southeast corner of the site. The 20-acre site is currently zoned M-1 (Industrial) District and 40-X Height and Bulk Districts. Demolition of the Schlage factory buildings has taken place. With the exception of the old office building and plaza at Bayshore Boulevard and Blanken Avenue, the site is currently vacant. Since 2009 the entire site has undergone active groundwater and soil vapor remediation due to its former industrial use.

The Special Use District (SUD) includes two zones: Zone 1, composed of the Schlage Lock industrial site, located at the southern border of San Francisco where Bayshore Boulevard converges with Tunnel Avenue; and Zone 2, composed of the segments of the west side of Bayshore Boulevard and the existing Leland Avenue adjacent to the Schlage Lock site.

PROPOSAL: AMENDMENTS TO THE ADOPTED 2009 PLAN & IMPLEMENTING DOCUMENTS

The proposed Amendments would:

(1) **Amend the Planning Code** (introduced by the Mayor and the Board) to:

- Update Planning Code Section 249.45 - the "Visitacion Valley/Schlage Lock Special Use District, which would:
    - allow for the development of 1,679 housing units and up to 46,700 square feet of new retail;
    - establish key controls that supersede the underlying zoning such as parking, and prohibiting and allowing certain uses;
    - establish that development in the SUD is regulated by the *Visitacion Valley/Schlage Lock Design for Development* document and the *Open Space and Streetscape Master Plan* as adopted and periodically amended by the Planning Commission, except for those controls specifically enumerated in the SUD;
    - establish a process for phase and project design review, approval and the consideration of modifications to the controls of the SUD and the *Design for Development Controls and Guidelines*, including public notification and hearings; and
    - sunset the 2009 Redevelopment Plan

(2) **Amend the Zoning Maps** (introduced by the Mayor and the Board) as follows:

- Amend Z10 to designate the new Mixed Use General (MUG) zoning for Zone 2 (the Schlage Lock site) of the project site; and
- Amend Zoning Map HT10 to reclassify the height limits within the project site according to the proposed project.

(3) **Amend the General Plan** as follows

- Urban Design Element map - Urban Design Guidelines for Height of Buildings (Map 4) and Urban Design Guidelines for Bulk of Buildings (Map 5) to reference the Visitacion Valley/Schlage Lock Special Use District replacing the references to the 2009 Redevelopment Area Plan;
- Commerce and Industry Element maps - Generalized Commercial and Industrial Land Use Plan (Map 1), Generalized Commercial & Industrial Density Plan (Map 2), Residential Service Areas of Neighborhood Commercial Districts and Uses (Map 4), and Generalized Neighborhood Commercial Land Use and Density Plan (Map 5) to replacing the references to the 2009 Redevelopment Area Plan and instead reference the Visitacion Valley/Schlage Lock Special Use District.
- Transportation Element map - Vehicular Street Map (Map 6) to replace references to the Redevelopment Area Plan and instead reference the Special Use District.

The Visitacion Valley/Schlage Lock Project also necessitates approval by the Planning Commission and the Board of Supervisors of a Development Agreement, accompanied by and implemented through four additional documents to guide future development at the Schlage site: *the Visitacion Valley/Schlage Lock Design for Development, the Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan, the Visitacion Valley/Schlage Lock Infrastructure Plan,* and a *Transportation Demand Management Plan.*

- **The Design for Development** (D4D) provides a design framework for transforming the Schlage Lock site into a walkable neighborhood and for creating strong connections to the existing Visitacion Valley community. It prescribes controls for land use and urban design controls and guidelines for open spaces, streets, blocks and individual buildings. The design guidelines also apply to Zone 2 of the SUD.
- **The Open Space and Streetscape Master Plan** establishes schematic designs for new parks, open space and streets on the Schlage Lock site. It includes material palettes, as well as planting, lighting, stormwater, public art and furnishing plans.
- **The Infrastructure Plan** establishes an outline for anticipated site-wide improvements to all street and public rights-of-way, underground utilities, and grading.
- **The Transportation Demand Management Plan** provides a combination of land use, infrastructure improvements, and supporting programs to increase the likelihood of shifting transportation modes away from driving alone. It includes measures which mitigate environmental impacts and additional measures pursuant to the Development Agreement..
- **The Development Agreement** establishes the terms and responsibilities for the development of the Schlage Lock Site and provision of community benefits.

The project proposes to construct up to 1,679 new residential units, provide new commercial and retail services, provide new open spaces, new infrastructure an within the development site to be built in a phases. New buildings on the site would range in height from 57 feet to 86 feet.

As envisioned and planned in the original Plan, neighborhood-serving retail would be constructed as part of the proposed Project and concentrated near the extension of Leland Avenue and close to Bayshore, along which the T-Third rail line runs. Each block surrounds or is within ¼ mile of a planned open space. A new grocery store, new streets, infrastructure and other amenities (e.g. sustainable features, pedestrian improvements.) would also be provided on the Project Site. Infrastructure improvements would include the installation of sustainable features, such storm water management. The project sponsor is required to provide two publicly accessible open spaces. A third park, on an adjacent site owned by the Peninsula Corridor Joint Powers Board (Caltrain), is also planned. In addition to these new parks, the Project would provide significant additional open space in the form of private or semi-private open space areas such as outdoor courtyards, roof decks, and balconies.

As noted, the documents before the Commission are not a new Plan or wholesale revisions. The amendments build on the existing 2009 plans to ensure feasibility while maintaining livability to make sure that the 20-acre site is revitalized comprehensively. The site plan and guiding documents have been revised in the following ways:

ISSUE	CHANGE
Increased heights	From 45'-85' to 55'-86'.
Increased density	From 1,250 units to 1,679 units.
Modified parks location	See map exhibit 4 – to accommodate a phase 1

Reduced commercial square footage	Reduced from 105,000 square feet to 46,700 square feet.
Updated design controls and building standards	Amended to account for new location of parks and taller heights on the site, as well refined design controls, such as required ground floor frontages, setbacks and massing breaks to deliver high-quality urban design and livability while ensuring project feasibility
Adjusted parking	Increased parking allowance on the grocery use to ensure its success; and flexibility to provide car-share on-street or near key uses such as transit nodes and retail.
Proposed new zoning	Proposed to rezone to Mixed Use General zoning from industrial/M-1 to make the zoning consistent with the planned uses for a mixed-use, primarily housing development. Proposed review process for formula retail, including public review, to attract anchor retail tenants; and to support the success of new retail and of the existing Leland neighborhood-commercial corridor.
Proposed review processes and ongoing community participation	Proposed process for phase and project design review, approval, and consideration of modifications to the controls of the SUD and the *Design for Development Controls and Guidelines* including public notification and hearings. Ongoing community input and participation through: • pre- and post-application meetings in Visitacion Valley for phase applications; • pre-application meetings in Visitacion Valley and notification/comment period for building permits; • annual meeting in Visitacion Valley to program impact fees and for project sponsor to deliver progress report. • post-application meeting for design review of two parks, to demonstrate incorporation of community feedback into park designs
Completed related documents / actions	• General Plan, Planning Code and Zoning Map Amendments • Development Agreement • Transportation Demand Management Plan • Final Open Space and Streetscape Master Plan • Final Infrastructure Master Plan • Revised Design for Development document

Key Terms of the Development Agreement

The Project is being reviewed for approval through a Development Agreement (DA) by and between the City and County of San Francisco and Visitacion Valley LLC. The Development Agreement is a contract between the City and the Developer that provides greater security and flexibility to both the City and Developer, and results in greater public benefits in exchange for certainty. Development Agreements are typically used for large-scale projects with substantial infrastructure investment and multi-phase build outs. The draft Development Agreement is attached and a detailed summary of the DA will be distributed to the Commission under separate cover. A list of key provisions is below:

- 15 year term
- Vested right to develop for the term of the DA
- Requirement to commence Phase 1 within a specified time period
- Requirement that Phase 1 include a full-service grocery store
- Requirement that Developer provide the following key community benefits
    - 15% Inclusionary Housing with most or all on-site (100% of housing on this site, including the market-rate units, is expected to be affordable to middle income families based on the prevailing market affordability of the neighborhood.)
    - Parks
    - New streets and sidewalks designed to a high standard, including pedestrian connectivity from the Visitacion Valley neighborhood to the Bayshore Caltrain station.
    - Complete restoration of the Historic Office Building on the site with at least 25% of space devoted to community-oriented uses
    - Payment of Visitacion Valley Community Facilities and Infrastructure Fee
    - Payment of a "Transportation Fee Obligation" on all uses (notably residential) not currently subject to the Transportation Development Impact Fee (TIDF).
- In recognition of the loss of almost $50 million in tax increment subsidy to the project with the demise of Redevelopment, the DA includes the following forms of public subsidy to the project:
    - $2.9 million in-kind credit on Visitacion Valley Community Facilities and Infrastructure Fee, in recognition that the project is providing open space and restoring the historic Office Building

- $5.3 million in-kind credit against the Transportation Fee Obligation in recognition that the project is providing a variety of major improvements to the street and pedestrian network
- Acquisition by the Department of Recreation and Parks of one or two of the project's open spaces (still under negotiation).
- $1.5 million in Transportation support funding subsidy from MTA
- $2 million in Proposition K funds from the Transportation Authority

ENVIRONMENTAL REVIEW

The proposed resolution to initiate amendments to the General Plan has been determined not to be a project under the California Environmental Quality Act (CEQA) Section 15378(b)(5) of the CEQA Guidelines.

On December 18, 2008, the Planning Commission and the former San Francisco Redevelopment Commission certified the Final Environmental Impact Report (FEIR) for the Project. At that time the Commission adopted CEQA findings and mitigations. As a result of the changes to the site plan, an Addendum was prepared to analyze the potential impacts. The Addendum concludes that, since certification of the FEIR, no changes have occurred in the proposed project or in the circumstances under which the project would be implemented that would cause new significant impacts or a substantial increase in the severity of impacts identified and analyzed in the FEIR, and that no new information has emerged that would materially change the analyses or conclusions set forth in the EIR. The Modified Project would not necessitate implementation of additional or considerably different mitigation measures than those identified in the FEIR. All necessary CEQA findings and documents will be available in the Department's case reports for hearings where action on the project will be taken.

HEARING NOTIFICATION REQUIREMENTS (FOR PROPOSED APPROVALS HEARING)

On or after June 5th 2014, the Planning Commission will take an action to recommend approval to the Board on the proposed amendments. Below are the notification requirements for such action:

TYPE	REQUIRED PERIOD	REQUIRED NOTICE DATE	ACTUAL NOTICE DATE	ACTUAL PERIOD
Classified News Ad	20 days	May 15	May 14	22 days
Posted Notice	N/A	N/A	N/A	N/A
Mailed Notice	10 days	June 24	May 14	22 days

PUBLIC OUTREACH & ENGAGEMENT

The 2014 revisions to the *Design for Development* are the result of an extensive public engagement process. A series of focused public workshops was held between October 2012 and March 2014. In addition to four public workshops attended by residents, business owners and members of the public,

the process included periodic open meetings with an Advisory Body – a group of former CAC members serving in an advisory role and helping to facilitate the transition in accordance with the original Redevelopment Area vision. Planning Department staff led the public process in collaboration with staff from the Office of Economic Development, and the project sponsor. Other City departments also participated in the public meetings. A list of the topics of the four major public meetings is provided below.

- Meeting 1: Post-Redevelopment Update, Community Priorities, Phase 1 Goals – October 12, 2012
- Meeting 2: Potential Funding Strategies & Site Plan Changes - January 12, 2013
- Meeting 3: Final Site Plan Revisions & Leland Greenway Programming - May 18, 2013
- Meeting 4: Development Agreement Overview - March 22, 2014

It should be noted that public engagement will continue. Implementation of the specific phases of development and public improvements are subject to additional community review, including pre-application and post-application meetings, official notification, annual meetings by the City to program the impact fees collected, and annual progress reports by the developer as specified by the Special Use District and described in the DA and D4D.

BASIS FOR RECOMMENDATION

The Department believes the Commission should initiate the amendments to the Planning Code, Zoning Maps and General Plan necessary to implement the Visitacion Valley/Schlage Lock Project so that the project may move forward after many years of planning, and so that it may recommend approval or disapproval of the Ordinances to the Board of Supervisors at a future hearing.

RECOMMENDATION:	**Approval to Initiate the General Plan Amendments**

Exhibits:
Exhibit 1 - Draft Initiation Resolution
Exhibit 2 - Draft Ordinance to Amend the General Plan
Exhibit 3 - Draft Mayor and Board Resolution Urging the Planning Commission to Initiate and Consider Amendments to the General Plan
Exhibit 4 - Revised Park locations map
Exhibit 5 - Draft Ordinance to Approve Development Agreement
Exhibit 6 - Development Agreement
Exhibit 7 - Draft Ordinance to Amend the Planning Code and the Zoning Map
Exhibit 8 - Visitacion Valley/Schlage Lock Design for Development
Exhibit 9 - Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan
Exhibit 10 - Visitacion Valley/Schlage Lock Infrastructure Plan (*forthcoming*)
Exhibit 11 - Visitacion Valley/Schlage Lock Transportation Demand Management Plan (included as Exhibit J to the Development Agreement)

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Executive Summary
Amendments to the Planning Code, Zoning Maps, and General Plan, and Approval of a Development Agreement
HEARING DATE: JUNE 5, 2014

Date:	May 29, 2014
Case No.:	**2006.1308EMTZW**
Project Address:	**Visitacion Valley/Schlage Lock**
Zoning:	M-1, Visitacion Valley Special Use District
Proposed Zoning:	MUG, Visitacion Valley Special Use District
Height/Bulk:	40-X & 55-X
Proposed Height:	*Varies 45-X to 85-X*
Block/Lot No.'s:	**AB 5066B** / 003, 004, 004a, 005, 006, 007, 008, 009; AB **5087**/003, 003a, 004, 005; **AB 5099**/014; **AB 5100**/ 002, 003,007,010 **AB 5101**/006, 007; **AB 5102** / 009, 010; **AB 5107**/001, 003, 004, 005; **AB 6233**/048, 055; **AB 6248**/002, 045; **AB 6249**/001, 002, 002A, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036; **AB 6308**/001, 001a, 001d, 002, 002b, 003; **6309B**/001, 002, 018.
Staff Contact:	Claudia Flores – (415) 558-6473 Claudia.Flores@sfgov.org
Reviewed by:	Joshua Switzky – (415) 558-6815 Joshua.Switzky@sfgov.org
Recommendation:	**Approval of: (1) Development Agreement; (2) Planning Code Text & Amendments; (3) General Plan Map Amendments; and (4) related documents with proposed modifications.**

INTRODUCTION

On May 8, 2014 the Planning Commission adopted a Resolution to Initiate amendments to the City's General Plan. The Mayor and Supervisor Cohen introduced related components – a Development Agreement Ordinance, a Planning Code and Zoning Map Ordinance and relevant documents incorporated by reference - to the Board of Supervisors on Tuesday, April 29 2014 and referred them to the Commission. The proposed amendments that are the subject of today's approval actions regarding the Schlage Lock Project were contained in an Initiation Package and presented to the Commission at the Initiation Hearing as well as made available to the public one week in advance of that hearing. The Initiation Package provided the Commission with all the documentation necessary to take action at this approval hearing on the proposed amendments and related actions that are necessary to implement the Visitacion Valley / Schlage Lock Development Program.

Subsequent to the Commission's May 8th initiation action, notice of the approval hearing was published and mailed to all affected property owners and tenants, as required by the Planning Code.

The Planning Commission is considering the General Plan amendments as well as related Planning Code and Zoning Map Amendments, approval of the Development Agreement, the Design for

Development, the Open Space and Streetscape Master Plan, Infrastructure Master Plan and a Transportation Demand Management Plan.

This case report includes the following key sections: 1) A summary of the actions the Commission is considering at this hearing; and 2) a list of all substantive changes, some of which are in response to input from the Commission and the public received since that hearing, to the May 8, 2014 Initiation Packet materials.

Attached to this report are also draft approval resolutions and documents not previously included in the May 8, 2014 Initiation Package.

AMENDMENTS & APPROVALS

The proposed amendments and approval actions would:

(1) **Amend the Planning Code** (introduced by the Mayor and the Board) to:

- Update Planning Code Section 249.45 - the "Visitacion Valley/Schlage Lock Special Use District, which would:
    - allow for the development of 1,679 housing units and up to 46,700 square feet of new retail;
    - establish key controls that supersede the underlying zoning such as parking, and prohibiting and allowing certain uses;
    - establish that development in the SUD is regulated by the *Visitacion Valley/Schlage Lock Design for Development* document and the *Open Space and Streetscape Master Plan* as adopted and periodically amended by the Planning Commission, except for those controls specifically enumerated in the SUD;
    - establish a process for phase and project design review, approval and the consideration of modifications to the controls of the SUD and the *Design for Development Controls and Guidelines*, including public notification and hearings; and
    - sunset the 2009 Redevelopment Plan

(2) **Amend the Zoning Maps** (introduced by the Mayor and the Board) as follows:

- Amend Z10 to designate the new Mixed Use General (MUG) zoning for Zone 1 (the Schlage Lock site) of the project site; and
- Amend Zoning Map HT10 to reclassify the height limits within the project site according to the proposed project.

(3) **Amend the General Plan** as follows:

- Urban Design Element map - Urban Design Guidelines for Height of Buildings (Map 4) and Urban Design Guidelines for Bulk of Buildings (Map 5) to reference the Visitacion Valley/Schlage Lock Special Use District replacing the references to the 2009 Redevelopment Area Plan;
- Commerce and Industry Element maps - Generalized Commercial and Industrial Land Use Plan (Map 1), Generalized Commercial & Industrial Density Plan (Map 2), Residential Service Areas of Neighborhood Commercial Districts and Uses (Map 4), and Generalized Neighborhood Commercial Land Use and Density Plan (Map 5) to replacing the references to

the 2009 Redevelopment Area Plan and instead reference the Visitacion Valley/Schlage Lock Special Use District.

- Transportation Element map - Vehicular Street Map (Map 6) to replace references to the Redevelopment Area Plan and instead reference the Special Use District.
- Land Use Index – conforming amendments.

(4) Make environmental findings, Planning Code Section 302 findings and findings of consistency with the General Plan and the Priority Policies of the Planning Code Section 101.1.

(5) The Visitacion Valley/Schlage Lock Project also necessitates **approval of a Development Agreement** by the Planning Commission and the Board of Supervisors, (6) accompanied by and implemented through four additional documents to guide future development at the Schlage site: *the Visitacion Valley/Schlage Lock Design for Development, the Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan, the Visitacion Valley/Schlage Lock Infrastructure Plan,* and a *Transportation Demand Management Plan.*

The Way It Is Now:

The existing Visitacion Valley/Schlage Lock Special Use District references the Redevelopment Plan and the 2009 Design for Development Document. The loss of Redevelopment necessitates revisions to the adopted documents.

The Way It Would Be:

The proposed Ordinances would modify the General Plan, Planning Code and Zoning Maps to reference the updated and new documents and procedures to implement the Visitacion Valley/Schlage Lock Development Project; and would approve the Development Agreement – the contract which spells out the City's and Developer's obligations.

REQUIRED COMMISSION ACTIONS AT THIS HEARING

The following actions are requested from the Commission at this hearing:

1. Adopt a resolution recommending **approval with modification to the Board of Supervisors of the Schlage Lock Development Project Development Agreement,** in order to approve Schlage Lock's Development Program.

2. Adopt a resolution recommending **approval with modifications to the Board of Supervisors of the Ordinances amending the Planning Code, including the Zoning Maps, and the General Plan,** and related implementation documents, in order to approve the Schlage Lock Development Program. Recommend modifications to the Ordinances as part of the Commission's resolution.

ISSUES & CONSIDERATIONS: PROPOSED CHANGES SINCE INITIATION HEARING

The following is an outline of the recommended substantive revisions to the Ordinances and supporting documents that are proposed for discussion by the Commission for recommendation to the Board based on Commission and public comments. All comments were thoroughly reviewed and considered by staff. Staff recommends the Commission recommend all the following substantive changes to the Ordinances and supporting documents as part of the Commission's resolution recommending approval to the Board. There are additional non-substantive technical and typographic corrections and clean up that are being made to the various related documents that do not necessitate action or discussion by the Commission.

Issue	Document	Change
Zoning and height changes	Ordinance Amending the Planning Code and Zoning Map	• Remove 2 parcels - The ordinance erroneously included 2 parcels owned by two property owners, other than the project sponsor, (specifically, Assessor's Blocks and Lots 5087-004 and 5087005) for rezoning to MUG and for height reclassification. Rezoning of those two parcels will trail, if appropriate, after discussions with the property owners. These properties are already located within the existing Special Use District.
Post-application meeting requirement for parks	Ordinance Amending the Planning Code and Zoning Map	• Correct language: This is to be a required meeting not an optional one.
Post-application meeting requirement for buildings/site permits	Ordinance Amending the Planning Code and Zoning Map	• Add language: Post-application meetings will also be required for building/site permit applications, not just Phase Applications.
Design guideline for commercial signs	Design for Development	• Add a design guideline for retail signage to minimize size and number of signs and place them in locations that are compatible with the surrounding aesthetic and architecture.
Accessibility of sidewalks	Open Space and Streetscape Master Plan	• Add language that design of sidewalks may be adjusted and will comply with City and ADA policy.
Phase Application review	Development Agreement	• Section 3.4.4. (establishes the Phase Application review process) edit to specify time for staff review of applications and for post-application meetings, which should be required not optional.

Issue	Document	Change
Permit Application review	Development Agreement	• Section 3.8.3 (establishes other City agency review for individual permit applications) edit to specify time for Recreation and Parks Department review of applications.
City's contributions	Development Agreement	• Section 4.1 (Costa-Hawkins Rental Housing Act) add detail consisting of a list of the City's contributions to the Project.
Publicly accessibility of parks in perpetuity	Development Agreement	• Section 6.15 (addresses the public accessibility of the parks) add a section to establish the project sponsor's obligation to record Notices of Special Restriction on the parks to ensure they will remain publicly accessible in perpetuity.
Missing exhibits	Development Agreement	Various exhibits were still incomplete in the initiation packet, these are now complete and include: - Exhibit C – List of Community Improvements - Exhibit G – Phase Application Checklist - Exhibit I – Mitigation Measures and MMRP - Exhibit L – Infrastructure Plan - Exhibit Q - Notice of Special Restrictions for Community Use Restrictions for Old Office Building - Exhibit R - Notice of Special Restrictions for Visitacion Park - Exhibit S – Notice of Special Restrictions for Leland Greenway Park
Transportation Demand Management (TDM) Plan	Development Agreement	• Language was added to Exhibit J (TDM Plan) to require the transit pass contribution amount to be revised in line with the Consumer Price Index.

In addition, while the DA is substantially complete there are items that City staff and the Developer are still negotiating and finalizing. The table below outlines those issues for discussion by the Commission. If the Commission agrees with the rough terms and potential changes, staff recommends the Commission recommend that the Board of Supervisors resolve all final terms as part of the Commission's resolution recommending Board approval.

Issue	Document	Change under consideration
Parcel mapping process; and infrastructure review, acceptance and city roles.	Development Agreement	- **Final DPW Roles & Responsibilities** – Clarifying the parcel mapping process, clarifying the City's responsibility with regard to temporary improvements that may be made during the early stages of development, laying out conditions for the City's acceptance of infrastructure, and, spelling out the roles of various agencies in reviewing public improvements that fall under DPW's permitting jurisdiction, including DPW's powers with regard to public improvements that fall under DPW's jurisdiction.
Cost Cap Fire Suppression System	Development Agreement	- **Cost Cap Fire Suppression System** – The final DA brought before the Board of Supervisors may include additional language that limits the developer's cost obligation for an auxiliary or portable fire suppression system. SFPUC has engaged a technical consultant to study the expected cost of such a system, and SFPUC and the project sponsor expect to negotiate an appropriate cost cap based on the consultant's findings.
Infrastructure Plan	Development Agreement	- **Exhibit L – Infrastructure Plan** – The project sponsor and SFPUC are still in conversation about the preferred order for future technical reviews that SFPUC will have to perform following the development agreement's execution. The Infrastructure Plan may need to be revised slightly, depending on the agreement reach that SFPUC and the project sponsor reach.

Park Acquisition Terms **(see attached memo with process and terms of acquisition)**	Development Agreement	- **Exhibit M – Park Acquisition** – Negotiation is expected to be completed and terms finalized prior to the Board of Supervisors' consideration of the DA. **The attached memo lays out scope and structure of the acquisition process and terms.**

ENVIRONMENTAL REVIEW

On December 18, 2008, the Planning Commission and the former San Francisco Redevelopment Commission certified the Final Environmental Impact Report (FEIR) for the Project. At that time the Commission adopted CEQA findings and mitigations. As a result of the changes to the site plan, an Addendum was prepared to analyze the potential impacts. The Addendum concludes that, since certification of the FEIR, no changes have occurred in the proposed project or in the circumstances under which the project would be implemented that would cause new significant impacts or a substantial increase in the severity of impacts identified and analyzed in the FEIR, and that no new information has emerged that would materially change the analyses or conclusions set forth in the EIR. The Modified Project would not necessitate implementation of additional or considerably different mitigation measures than those identified in the FEIR.

As part of the Addendum drafting process, the Planning Department consulted with San Francisco Municipal Transportation Agency ("SFMTA") who determined that certain mitigation measures identified in the FEIR are not feasible as proposed and that no other feasible mitigation measures are available to address certain identified significant impacts. This determination is set forth in a letter from Frank Markowitz, SFMTA, to Andrea Contreras, Planning Department, dated March 28, 2014. The mitigation measures the SFMTA found to be infeasible as proposed in the FEIR are: Mitigation Measure 8-1A as it applies to the intersections of Bayshore/Blanken, Bayshore/Arleta/San Bruno, and Tunnel/Blanken; Mitigation Measure 8-3 as it applies to the intersection of Bayshore/Visitation; and Mitigation Measure 8-7 as it applies to Bayshore/Sunnydale in the eastbound direction.

As described in Chapter 8 of the FEIR, Impact 8-1A at Bayshore/Blanken and Bayshore/Arleta/San Bruno, Impact 8-3 at Bayshore/Visitacion, and Impact 8-7 at Bayshore/Sunnydale were found to be significant and unavoidable, even with implementation of Mitigation Measures 8-1A, 8-3, and 8-7 as proposed in the FEIR. For the reasons set forth in the March 28, 2014 letter, SFMTA would not implement Mitigation 8-1A at Bayshore/Blanken and Bayshore/Arleta/San Bruno, nor would it implement Measure 8-3 at the intersection of Bayshore/Visitacion. No other feasible mitigation measures exist that would reduce the impacts at these intersections to less than significant levels. SFMTA additionally proposes to modify Mitigation 8-7 to remove the requirement for an additional eastbound lane at the intersection of Bayshore/Sunnydale because it has determined this requirement is not feasible. Because these impacts were identified in the FEIR as significant and unavoidable, even with implementation of the mitigation measures that the SFMTA has now determined are infeasible,

elimination and modification of these mitigation measures as described would not result in any new significant impacts or in a substantial increase in severity of the impacts as already identified in the FEIR.

SFMTA has additionally recommended that Mitigation Measure 8-1A at the intersection of Tunnel/Blanken be modified to include intersection monitoring. The FEIR identified the impact at this intersection as less than significant with mitigation, and implementation of Mitigation 8-1A with this proposed modification would continue to reduce that intersection impact to less than significant. Modification of Mitigation Measure 8-1A as recommended by SFMTA staff would not result in any new significant impacts or in a substantial increase in severity of the impacts as already identified in the FEIR.

Additionally, the SFRA Commission and Planning Commission rejected certain other mitigation measures as infeasible when in their CEQA Findings adopted when they approved the project in 2009 and 2008, respectively. Staff recommends adoption of the attached MMRP with all proposed modifications.

PUBLIC COMMENT & UPCOMING HEARINGS

Public comment will be taken at the Planning Commission hearing on June 5th 2014 and at subsequent adoption hearings at the Board of Supervisors and other necessary commissions. A schedule of hearings is on the project's website at http://visvalley.sfplanning.org

RECOMMENDATION & BASIS FOR RECOMMENDATION

Staff recommends that the Planning Commission approve the Development Agreement and recommend approval of the General Plan, Planning Code, and Zoning Map Amendments to the Board of Supervisors, with all of the proposed modifications discussed above. The associated Plan documents, including the Design for Development, the Open Space and Streetscape Master Plan, Infrastructure Master Plan and a Transportation Demand Management Plan are incorporated by reference as both exhibits to the Development Agreement and in some cases also referenced by the Planning Code. Staff also recommends approval of these documents with all of the proposed modifications discussed above.

- The Department finds the requested actions to be necessary to implement the Visitacion Valley/Schlage Lock Project.
- The Department finds the Project to be a beneficial development to the City - it would transform the site into a sustainable, transit-oriented development and include transportation improvements and new opens spaces among other community amenities.
- The Department finds that continuing to have a long-vacant site is not beneficial to the community. The project would contribute to the strengthening the existing Leland Avenue Neighborhood Commercial Corridor by adding more residents and bringing additional investment into the community and.

- The proposed project would result in increased rental and for-sale housing of various sizes and income levels.
- The proposed project establishes a detailed design review process for buildings and community improvements.

RECOMMENDATION:	**Approval of: (1) Development Agreement; (2) Planning Code Text & Amendments; (3) General Plan Map Amendments; and (4) related documents with proposed modifications.**

Exhibits:

Exhibit 1 – Draft Planning Commission Resolution for Planning Code, General Plan and Zoning Map Amendments

Exhibit 2 – SF Redevelopment Agency Resolution No. 1-2009

Exhibit 3 – 2009 Planning Commission Motion No. 17790

Exhibit 4 – 2009 CEQA Findings & Mitigation Monitoring and Reporting Program (MMRP)

Exhibit 5 – Addendum to Environmental Impact Report

Exhibit 6 – Draft Planning Commission Resolution for Development Agreement Approval

Exhibit 7 – Development Agreement Exhibits not previously included in May 8th Planning Commission Initiation Package:

- Exhibit C – List of Community Improvements
- Exhibit G – Phase Application Checklist
- Exhibit I – Mitigation Measures and Revised MMRP
- Exhibit L – Infrastructure Plan
- Exhibit Q - Notice of Special Restrictions for Community Use Restrictions for Old Office Building
- Exhibit R - Notice of Special Restrictions for Visitacion Park
- Exhibit S – Notice of Special Restrictions for Leland Greenway Park

Exhibit 8 – Park Acquisition Overview Memo

SAN FRANCISCO
PLANNING DEPARTMENT

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Executive Summary Addendum

Amendments to the Planning Code, Zoning Maps, and General Plan, and Approval of a Development Agreement

HEARING DATE: JUNE 5, 2014

Date:	June 3, 2014
Case No.:	**2006.1308EMTZW**
Project Address:	**Visitacion Valley/Schlage Lock**
Zoning:	M-1, Visitacion Valley Special Use District
Proposed Zoning:	MUG, Visitacion Valley Special Use District
Height/Bulk:	40-X & 55-X
Proposed Height:	*Varies 45-X to 85-X*
Block/Lot No.'s:	**AB 5066B** / 003, 004, 004a, 005, 006, 007, 008, 009; AB **5087**/003, 003a, 004, 005; **AB 5099**/014; **AB 5100**/ 002, 003,007,010 **AB 5101**/006, 007; **AB 5102** / 009, 010; **AB 5107**/001, 003, 004, 005; **AB 6233**/048, 055; **AB 6248**/002, 045; **AB 6249**/001, 002, 002A, 016, 017, 018, 019, 020, 021, 022, 023, 024, 025, 026, 027, 028, 029, 030, 031, 032, 033, 034, 035, 036; **AB 6308**/001, 001a, 001d, 002, 002b, 003; **6309B**/001, 002, 018.
Staff Contact:	Claudia Flores – (415) 558-6473 Claudia.Flores@sfgov.org
Reviewed by:	Joshua Switzky – (415) 558-6815 Joshua.Switzky@sfgov.org
Recommendation:	**Approval of: (1) Development Agreement; (2) Planning Code Text & Amendments; (3) General Plan Map Amendments; and (4) related documents with proposed modifications.**

Note: This addendum to the case report includes some additions to the proposed changes to the project materials that are not included in the case report dated May 29th, 2014. These changes are also proposed for inclusion in the Commissions actions. Attached to this report are also updated draft approval resolutions that incorporate this additional set of substantive changes to the proposals.

ADDITIONAL CHANGES TO THE PROPOSALS

The proposed changes in the case report dated May 29th 2014 already included correcting the Planning Code & Zoning Map Ordinance to remove Assessor's Blocks and Lots 5087-004 and 5087-005 located in Zone 1 of the existing Special Use District from the proposed rezoning to MUG and from height reclassifications. The existing underlying zoning for these properties is and will remain M-1. The additional changes proposed in this addendum make the Design for Development (D4D), the Open Space & Streetscape Master Plan (OSSMP) and the Development Agreement (DA) all consistent with the unchanged zoning for these parcels. These changes will ensure that the documents continue to reflect the mix of uses and site plans shown for these properties in the existing D4D adopted in 2009. The D4D and the OSSMP documents were inadvertently changed, and the parcels accidentally included in the DA, through the more recent planning process which was focused on the Universal Paragon Corporation (UPC)-owned properties – the subject of the proposed Development Agreement.

Any changes to the two above referenced parcels owned by two different property owners will trail, if appropriate, after further discussions with the property owners. Staff will bring proposed changes, if any, to the Planning Commission subsequent to those conversations.

An additional change in the table below and the draft resolution is included based on community members' feedback. The proposal is to increase the minimum number of required City meetings in the community for the first two years of the duration of the Development Agreement for the community to better understand how implementation of the pieces of the project will take place and ensure the community has a role in the process.

Issue	Document	Change
Uses in parcels not owned by Universal Paragon Corporation	Design for Development	• Maintain the existing zoning and uses for sites not controlled by the Project Sponsor, including the inclusion of potential housing development in all of the document's maps for parcel 5087-004. Add explanatory language in the D4D that uses in that parcel are conceptual and will be refined following further planning & conversations with the property owner.
Uses in parcels not owned by Universal Paragon Corporation	Open Space and Streetscape Master Plan	• Maintain the existing zoning and uses for sites not controlled by the Project Sponsor, including the inclusion of potential housing development in all of the document's maps for parcel 5087-004. Add explanatory language in the D4D that uses in that parcel are conceptual and will be refined following further planning & conversations with the property owner.
Parcels not owned by Universal Paragon Corporation (UPC)	Development Agreement (DA)	• Remove references to parcels not owned by UPC. Parcels not owned by UPC were erroneously included in the recitals paragraph A and in Exhibit A.
Community Participation	Development Agreement	• Section 6.4 (addresses community participation in allocation of impact fees) - The frequency of the City-sponsored meetings shall be a minimum of twice a year for the first two years of the DA and a minimum of once a year thereafter.

RECOMMENDATION & BASIS FOR RECOMMENDATION

Staff recommends the Commission include these additional modifications as part of the Commission's resolutions recommending approval to the Board, as outlined in the May 29th 2014 case report.

- The Department finds that leaving parcels Assessor's Blocks and Lots 5087-004 and 5087-005 unchanged from their current designation and proposing that changes to these parcels, if any, should trail after further conversations with the property owners as the most appropriate course of action.

RECOMMENDATION:	Approval of: (1) Development Agreement; (2) Planning Code Text & Amendments; (3) General Plan Map Amendments; and (4) related documents with proposed modifications.

Exhibits:

Exhibit 1 – Amended Draft Planning Commission Resolution for Planning Code, General Plan and Zoning Map Amendments

Exhibit 2 – Amended Draft Planning Commission Resolution for Development Agreement Approval

SAN FRANCISCO
PLANNING DEPARTMENT

Planning Commission Resolution No. 19164

Development Agreement
HEARING DATE: JUNE 5, 2014

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Date:	June 3, 2014
Project Name:	**Schlage Lock Development Project** **W Case: Approve Development Agreement**
Case Number:	**2006.1308EMTZW**
Staff Contact:	Claudia Flores Claudia.Flores@sfgov.org, 415-558-6473
Reviewed By:	Joshua Switzky Joshua.Switzky@sfgov.org, 415-575-6815
Recommendation:	**Approval with Modifications**

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND VISITACION DEVELOPMENT, LLC., A CALIFORNIA LIMITED LIABILITY CORPORATION, FOR CERTAIN REAL PROPERTY LOCATED IN THE SOUTHEAST CORNER OF SAN FRANCISCO AND GENERALLY BOUNDED TO THE NORTH BY BLANKEN AVENUE, TO THE EAST BY TUNNEL AVENUE, TO THE WEST BY BAYSHORE BOULEVARD, AND TO THE SOUTH BY THE SAN FRANCISCO / SAN MATEO COUNTY LINE, AND THE CITY OF BRISBANE, AND COMPRISED OF ASSESSOR'S BLOCKS AND LOTS 5107-001, 5087-003A, 5100-002, 5102-009, 5087-003, 5101-006, 5100-003, 5099-014, 5101-007, AND 5100-010, ALTOGETHER CONSISTING OF APPROXIMATELY 20-ACRES AND COMMONLY KNOWN AS SCHLAGE LOCK, FOR A TERM OF FIFTEEN (15) YEARS AND MAKING FINDINGS UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT, GENERAL PLAN FINDINGS, AND FINDINGS PURSUANT TO PLANNING CODE SECTION 101.1(b).

The Planning Commission (hereinafter "Commission") finds as follows:

1. California Government Code Section 65864 et seq. authorizes any city, county, or city and county to enter into an agreement for the development of real property within the jurisdiction of the city, county, or city and county.

2. Chapter 56 of the San Francisco Administrative Code sets forth the procedure by which any request for a development agreement will be processed and approved in the City and County of San Francisco.

3. Visitacion Development, LLC ("Developer") owns the real property located in the City and County of San Francisco, California located on Assessor's Blocks and Lots **5107-001, 5087-003A, 5100-002, 5102-009, 5087-003, 5101-006, 5100-003, 5099-014, 5101-007, and 5100-010**, altogether consisting of approximately 20 acres and commonly known as the Schlage Lock site (the "Project Site").

EXHIBIT A

4. Mayor Ed Lee and Supervisor Malia Cohen introduced legislation for approval of a development agreement under Administrative Code Chapter 56. They also introduced legislation to (a) amend the City's Visitacion Valley Schlage Lock Special Use District in the Planning Code, and (b) amend Zoning Maps HT10 and ZN10. On May 8, 2014, this Planning Commission initiated amendments to the City's General Plan to change relevant maps and the Land Use index.

5. The Planning Commission (hereinafter "Commission") recommended approval of the 2009 Visitacion Valley/Schlage Lock Redevelopment Plan, Design for Development and related project documents at a regularly scheduled hearing on December 18, 2008 to the Board of Supervisors; and

6. However, the demise of Redevelopment Agency in early 2012, and the loss of public funding that accompanied it, required reopening the plans for the site. City staff, along with the project sponsor, re-initiated efforts to move transformation of Schlage forward beginning with a community meeting on October 13th 2012. The Planning Department partnered with the Mayor's Office of Economic and Workforce Development and the community to evaluate the project's feasibility, to look at tools which can help move the project forward, and to make the necessary legislative changes to foster the site's transformation. The proposed amendments to the 2009 documents and the new Development Agreement are the results of that effort.

7. The Developer is seeking to build up to 1,679 dwelling-units, up from 1,250 under the 2009 plan; and up to 46,700 square feet of new retail, which is 58,300 square feet less than under the 2009 plan. The Project also seeks to create new neighborhood-serving amenities such as a grocery store, additional retail, new streets, pedestrian improvements and infrastructure; provide new parks/open space; and incorporate sustainable and green features throughout the site. Other key changes to the 2009 approved project include an increase in heights to accommodate the additional units; a reconfiguration of the location of the parks; a change to the underlying zoning; updates to controls and design guidelines to address site changes; a process for phase and design review and modifications to the controls; and sun setting of the 2009 Redevelopment Plan. The Parties wish to ensure appropriate development of the Project Site. The Parties acknowledge that this Agreement is entered into in consideration of the respective burdens and benefits of the Parties contained in this Agreement.

8. The Office of Economic and Workforce Development ("OEWD"), in consultation with the Planning Director, has substantially negotiated a development agreement for the Project Site, a copy of which is attached as Exhibit A (the "Development Agreement").

9. While the attached Development Agreement is substantially complete, there are items that City staff and the Developer are still negotiating, which items are highlighted in the table below. The Development Agreement must also be reviewed and approved separately by the Board of the San Francisco Municipal Transportation Agency, the San Francisco Public Utilities Commission and ultimately the San Francisco Board of Supervisors. These City commissions and the Board of Supervisors may propose or recommend additional changes to the Development Agreement subsequent to this Commission reviewing and approving the attached Development Agreement.

The Commission has reviewed and is aware of the items below still under consideration and of the draft terms and agrees the Board will resolve and approve the final terms on these issues:

Issue	Document	Change under consideration
Items still in negotiation/ being completed: Cost Cap Fire Suppression System	Development Agreement	DA is substantially complete but there are items that staff and the Developer are still negotiating and finalizing, including: - **Cost Cap Fire Suppression System** – The final DA brought before the Board of Supervisors may include additional language that limits the developer's cost obligation for an auxiliary or portable fire suppression system. SFPUC has engaged a technical consultant to study the expected cost of such a system, and SFPUC and the project sponsor expect to negotiate an appropriate cost cap based on the consultant's findings.
Items still in negotiation/ being completed: Park Acquisition Terms **(see attached memo with process and terms of acquisition)**	Development Agreement	DA is substantially complete but there are items that staff and the Developer are still negotiating and finalizing, including: - **Exhibit M – Park Acquisition** – Negotiation is expected to be completed and terms finalized prior to the Board of Supervisors' consideration of the DA. **The attached memo lays out scope and structure of the acquisition process and terms.**

10. Since publication of the Initiation Package a number of substantive changes and updates to the Development Agreement (DA) are necessary to be included. **The Commission's recommended modifications would clarify various issues, fix the inclusion of parcels not intended to be part of the DA, and specify terms and obligations that were previously still under development or unclear.**

Specifically, the Commission recommends the following substantive changes and updates to the Development Agreement:

Issue	Document	Change
Phase Application review	Development Agreement	• Section 3.4.4. (establishes the Phase Application review process) edit to specify time for staff review of applications and for post-application meetings, which should be required not optional.

Issue	Document	Change
Permit Application review	Development Agreement	• Section 3.8.3 (establishes other City agency review for individual permit applications) edit to specify time for Recreation and Parks Department review of applications.
City's contributions	Development Agreement	• Section 4.1 (Costa-Hawkins Rental Housing Act) add detail consisting of a list of the City's contributions to the Project.
Publicly accessibility of parks in perpetuity	Development Agreement	• Section 6.15 (addresses the public accessibility of the parks) add a section to establish the project sponsor's obligation to record Notices of Special Restriction on the parks to ensure they will remain publicly accessible in perpetuity.
Missing exhibits	Development Agreement	Various exhibits were still incomplete in the initiation packet, these are now complete and include: - Exhibit C – List of Community Improvements - Exhibit G – Phase Application Checklist - Exhibit I – Mitigation Measures and MMRP - Exhibit L – Infrastructure Plan - Exhibit Q - Notice of Special Restrictions for Community Use Restrictions for Old Office Building - Exhibit R - Notice of Special Restrictions for Visitacion Park - Exhibit S – Notice of Special Restrictions for Leland Greenway Park
Transportation Demand Management (TDM) Plan	Development Agreement	• Language was added to Exhibit J (TDM Plan) to require the transit pass contribution amount to be revised in line with the Consumer Price Index.
Parcels not owned by Universal Paragon Corporation (UPC)	Development Agreement	• Remove references to parcels not owned by UPC. Parcels not owned by UPC were erroneously included in the recitals (paragraph A) and in Exhibit A.
Community Participation	Development Agreement	• Section 6.4 (addresses community participation in allocation of impact fees) - The frequency of the City-sponsored meetings shall be a minimum of twice a year for the first two years of the DA and a minimum of once a year thereafter.

Issue	Document	Change
Clarification of DPW Roles and Responsibilities	Development Agreement	• Language was added to clarify the parcel mapping process, the City's responsibility with regard to temporary improvements that may be made during the early stages of development, conditions for the City's acceptance of infrastructure, and the roles of various agencies in reviewing public improvements that fall under DPW's permitting jurisdiction.

11. The San Francisco Redevelopment Agency ("SFRA") Commission and this Commission certified a final environmental impact report ("FEIR") for the Visitacion Valley Redevelopment Program, Planning Department File No. 2006.1308E, on, respectively, December 16, 2008 and December 18, 2008. The project analyzed in the FEIR was for redevelopment of an approximately 46-acre project area in San Francisco's Visitacion Valley neighborhood, extending on both sides of Bayshore Boulevard roughly between Sunnydale Avenue and Blanken Avenue and along the Leland Avenue commercial corridor. The project was intended to facilitate re-use of the Project site, revitalize other properties along both (east and west) sides of Bayshore Boulevard, and help revitalize the Leland Avenue commercial corridor.

12. After certification of the FEIR, both the SFRA Commission and this Commission took certain approval actions, including approving the Redevelopment Plan and amendments to the General Plan, the Planning Code, and the Zoning Maps, among other actions, and in so doing, adopted findings under the California Environmental Quality Act ("CEQA"), including findings rejecting proposed project alternatives and certain mitigation measures as infeasible and adopting a statement of overriding consideration, and adopted a mitigation monitoring and reporting program. These findings were made in SFRA Commission Resolution No. 1-2009, adopted on February 3, 2009, and Planning Commission Motion No. 17790, adopted on December 18, 2008 ("CEQA Findings"). This Commission hereby incorporates by reference as though fully set forth herein these findings, copies of which are on file with the Commission Secretary.

13. When California eliminated its Redevelopment Agencies in February, 2012, the City initiated new efforts to move forward with the development of the Project Site in light of reduced public funding and jurisdictional change. Thus, the proposed project design was revised with respect to the Project Site, and these modifications were analyzed in an Addendum to the FEIR prepared by the Planning Department and are now before this Commission for approval.

14. This Commission has reviewed the FEIR and the Addendum and hereby finds that since certification of the FEIR, no substantial changes have occurred in the proposed project or in the circumstances under which the project would be implemented that would cause new significant impacts or a substantial increase in the severity of impacts previously identified and analyzed in the FEIR, and that no new information of substantial importance has emerged that would materially change the analyses or conclusions set forth in the FEIR. The Project would not necessitate implementation of additional or considerably different mitigation measures than those identified in the FEIR. Accordingly, the Addendum was properly prepared.

15. Since certification of the FEIR, the San Francisco Municipal Transportation Agency ("SFMTA") has determined that certain mitigation measures identified in the FEIR are not feasible as proposed and that no other feasible mitigation measures are available to address certain identified significant impacts. This determination is set forth in a letter from Frank Markowitz, SFMTA, to Andrea Contreras, Planning Department, dated March 28, 2014. This document is available for review in Case File No. 2006.1308E at the Planning Department, 1650 Mission Street, Suite 400, San Francisco, and is hereby incorporated by reference. The mitigation measures the SFMTA found to be infeasible as proposed in the FEIR are: Mitigation Measure 8-1A as it applies to the intersections of Bayshore/Blanken, Bayshore/Arleta/San Bruno, and Tunnel/Blanken; Mitigation Measure 8-3 as it applies to the intersection of Bayshore/Visitation; and Mitigation Measure 8-7 as it applies to Bayshore/Sunnydale in the eastbound direction.

16. As described in Chapter 8 of the FEIR, Impact 8-1A at Bayshore/Blanken and Bayshore/Arleta/San Bruno, Impact 8-3 at Bayshore/Visitacion, and Impact 8-7 at Bayshore/Sunnydale were found to be significant and unavoidable, even with implementation of Mitigation Measures 8-1A, 8-3, and 8-7 as proposed in the FEIR. For the reasons set forth in the March 28, 2014 letter, SFMTA would not implement Mitigation 8-1A at Bayshore/Blanken and Bayshore/Arleta/San Bruno, nor would it implement Measure 8-3 at the intersection of Bayshore/Visitacion. No other feasible mitigation measures exist that would reduce the impacts at these intersections to less than significant levels. SFMTA additionally proposes to modify Mitigation 8-7 to remove the requirement for an additional eastbound lane at the intersection of Bayshore/Sunnydale because it has determined this requirement is not feasible. This Commission finds that, because these impacts were identified in the FEIR as significant and unavoidable, even with implementation of the mitigation measures that the SFMTA has now determined are infeasible, elimination and modification of these mitigation measures as described here and in more detail in the March 28, 2014 letter would not result in any new significant impacts or in a substantial increase in severity of the impacts as already identified in the FEIR.

17. SFMTA has additionally recommended that Mitigation Measure 8-1A at the intersection of Tunnel/Blanken be modified to include intersection monitoring. The FEIR identified the impact at this intersection as less than significant with mitigation, and implementation of Mitigation 8-1A with this proposed modification would continue to reduce that intersection impact to less than significant. Thus, this Commission finds that, modification of Mitigation Measure 8-1A as recommended by SFMTA staff would not result in any new significant impacts or in a substantial increase in severity of the impacts as already identified in the FEIR.

18. With these proposed modifications to the mitigation measures as well as the modifications previously made by the SFRA Commission and Planning Commission when they rejected certain other mitigation measures as infeasible in their CEQA Findings, this Commission finds that the impacts of the project would be substantially the same as identified in the FEIR.

19. The Commission hereby finds, for the reasons set for in Resolution No. 19163 that the Development Agreement and related approval actions are, on balance, consistent with the General Plan including

any area plans, and are consistent with the Planning Code Priority Policies of Planning Code Section 101.1(b).

20. The Director has scheduled and the Commission has held a public hearing as required by Administrative Code Section 56.4(c). The Planning Department gave notice as required by Planning Code Section 306.3 and mailed such notice on May 22, 2014, which is at least 10 days before the hearing to local public agencies as required by Administrative Code Section 56.8(b).

21. The Planning Department file on this matter was available for public review at least 20 days before the first public hearing on the development agreement as required by Administrative Code Section 56.10(b). The file continues to be available for review at the Planning Department at 1650 Mission Street, 4th floor, San Francisco.

IT IS HEREBY RESOLVED, that the Commission hereby adopts the Mitigation Monitoring and Reporting Program (MMRP), attached hereto as Exhibit B, which includes all proposed modifications; and be it

FURTHER RESOLVED, that the Commission *approves with modifications* the Development Agreement, in substantially the form attached hereto as Exhibit A, which includes all proposed modification; and, be it

FURTHER RESOLVED, that the Commission finds that the application, public notice, Planning Commission hearing, and Planning Director reporting requirements regarding the Development Agreement negotiations contained in Administrative Code Chapter 56 required of the Planning Commission and the Planning Director have been substantially satisfied in light of the over 14 public meetings held for the project and the two public informational hearings provided by Planning Department staff at the Planning Commission; and, be it

FURTHER RESOLVED, that the Commission authorizes the Planning Director to take such actions and make such changes as deemed necessary and appropriate to implement this Commission's recommendation of approval and to incorporate recommendations or changes from the SFMTA Board, the SFPUC and/or the Board of Supervisors, provided that such changes do not materially increase any obligations of the City or materially decrease any benefits to the City contained in the Development Agreement attached as Exhibit A; and be it

FURTHER RESOLVED, that on or before the date the Development Agreement becomes effective, and pursuant to Administrative Code Section 56.20(b), the Developer shall pay the City an amount equal to all of the City's costs in preparing and negotiating the Development Agreement, including all staff time for the Planning Department and the City Attorneys' Office, as invoiced by the Planning Director.

I hereby certify that the Planning Commission ADOPTED the foregoing Resolution on June 5th 2014.

Jonas P. Ionin
Commission Secretary

AYES: Wu, Fong, Antonini, Borden, Hillis, Moore, Sugaya

NAYS: NONE

ABSENT: NONE

ADOPTED: June 5th, 2014

SAN FRANCISCO
PLANNING DEPARTMENT

Planning Commission Motion No. 17790

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

Hearing Date:	December 18, 2008
Case No.:	**2006.1308E**
Project Title:	**Visitacion Valley Redevelopment Program**
Block/Lot:	**AB 5066B** / 003, 004, 004a,005, 006, 007, 008, 009; AB 5087/003, 003a, 004, 005; **AB 5099**/014; **AB 5100**/ 002, 003, **AB 5101**/006, 007, 5102/009, 010, 0007; **AB 5102** / 009, 010; AB 5107/001, 003, 004, 005; **AB 6237**/ 048, 066; AB 6247/ 002, 003, 004, 005, 006, 007, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 018, 019, 042; **AB 6248**/002, 008, 009, 010, 011, 012, 013, 014, 015, 016, 017, 019, 020, 021, 022, 045; **AB 6249**/001, 002, 002A, 003, 012, 013, 014, 015, 016, 017, 18, 019, 020, 021, 022, 023; **AB 6250** / 001, 017, 018, 019, 020, 021, 022, 023, 024, 028, 029, 030, 031, 034, 035, 036, 037; AB **6251**/ 001, 016, 17, 018, 019, 020, 023; **AB 6252** / 036; **AB 6308**/ 001, 001A, 001D, 002, 002B, 003; **AB 6309B** / 001, 002, 018
Project Sponsor:	S. F. Redevelopment Agency, Planning Department
Staff Contact:	Joy Navarrete– (415) 575-9040 joy.navarrete@sfgov.org

ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH THE ADOPTION OF THE VISITACION VALLEY REDEVELOPMENT PROGRAM ("PROJECT") LOCATED IN THE SOUTHEAST QUADRANT OF SAN FRANCISCO, IMMEDIATELY NORTH OF THE SAN FRANCISCO / SAN MATEO COUNTY LINE AND THE CITY OF BRISBANE IN SAN MATEO COUNTY, CONSISTING OF 46 ACRES BOUNDED TO THE NORTH AND WEST BY MCLAREN PARK AND THE EXCELSIOR AND CROCKER AMAZON DISTRICTS, TO THE EAST BY HIGHWAY 101, EXECUTIVE PARK AND BAYVIEW HUNTERS POINT NEIGHBORHOODS, AND TO THE SOUTH BY THE SAN FRANCISCO / SAN MATEO COUNTY LINE, AND THE CITY OF BRISBANE.

Whereas, the Planning Department, the Lead Agency responsible for the implementation of the California Environmental Quality Act ("CEQA") has undertaken a planning and environmental review process for the proposed Visitacion Valley Redevelopment Program ("Project") and provided for appropriate public hearings before the Planning Commission.

Whereas, The San Francisco Planning Department is seeking to implement the Visitacion Valley Redevelopment Program. A primary focus is the redevelopment of the vacant Schlage Lock property of approximately 20 acres along the east side of Bayshore Boulevard, bounded on the east by Tunnel Avenue, on the south by the City/County line, and on the west by Bayshore Boulevard; the Schlage Lock property is, designated as Redevelopment (sometimes "Zone 1"). In addition, the implementation of such Redevelopment Program will revitalize properties along Bayshore Boulevard and assist in the

background studies and materials, and additional information that became available, constitute the Final Environmental Impact Report ("FEIR").

Whereas, the Planning Commission, on December 18, 2008, by Motion No. 17786, reviewed and considered the FEIR and found that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed complied with the provisions of CEQA, the CEQA Guidelines, and Chapter 31.

Whereas, the Planning Commission by Motion No. XXXX, also certified the FEIR and found that the FEIR was adequate, accurate, and objective, reflected the independent judgment of the Planning Commission and that the Comments and Responses document contains no significant revisions to the DEIR that would have required recirculation under CEQA Guidelines Section 15088.5, and adopted findings of significant impacts associated with the Project and certified the completion of the FEIR for the Project in compliance with CEQA and the CEQA Guidelines.

Whereas, the Planning Department prepared proposed Findings, as required by CEQA, regarding the alternatives, mitigation measures, and significant environmental impacts analyzed in the FEIR and overriding considerations for approving the Project, including all of the actions listed in Exhibit E-1 hereto, and a proposed mitigation monitoring and reporting program, attached as Exhibit 1 to Exhibit E-1, which material was made available to the public and this Planning Commission for the Planning Commission's review, consideration, and actions.

THEREFORE BE IT RESOLVED, that the Planning Commission has reviewed and considered the FEIR and the actions associated with the Visitacion Valley Redevelopment Program and hereby adopts the Project Findings attached hereto as Exhibit E-1 including a statement of overriding considerations, and the Mitigation Monitoring and Reporting Program.

I hereby certify that the foregoing Motion was **ADOPTED** by the Planning Commission at its regular meeting of December 18, 2008.

Jonas Ionin
Acting Commission Secretary

AYES: Commissioners Olague, Antonioni, Borden, Lee, Miguel, Moore, Sugaya

NOES: None

ABSENT: None

ADOPTED: 12/18/2008

ACTION: Adoption of CEQA Findings

VISITACION VALLEY REDEVELOPMENT PROGRAM

CALIFORNIA ENVIRONMENTAL QUALITY ACT FINDINGS: FINDINGS OF FACT, EVALUATION OF MITIGATION MEASURES AND ALTERNATIVES, AND STATEMENT OF OVERRIDING CONSIDERATIONS

SAN FRANCISCO PLANNING COMMISSION AND SAN FRANCISCO REDEVELOPMENT COMMISSION

Adopted February 3, 2009 Resolution No. 1-2009

ARTICLE 1. INTRODUCTION

In determining to approve aspects of the revised Visitacion Valley Redevelopment Program ("Project"), the San Francisco Planning Commission (the "Planning Commission") and the Redevelopment Agency of the City and County of San Francisco ("Redevelopment Commission") make and adopt the following findings of fact and decisions regarding mitigation measures and alternatives, and adopt the statement of overriding considerations (collectively the "Findings") pursuant to the California Environmental Quality Act, California Public Resources Code Section 21000 et seq., ("CEQA"), in light of substantial evidence in the record of Project proceedings, including but not limited to, the Visitacion Valley Redevelopment Program Final Environmental Impact Report ("FEIR") prepared pursuant to CEQA, the State CEQA Guidelines, 14 California Code of Regulations Sections 15000 et seq., (the "CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

This document is organized as follows:

Article 2 describes the Project proposed for adoption, the environmental review process, the approval actions to be taken, and the location of records.

Article 3 provides the basis for approval of the Project (the Plans and related actions identified in the FEIR), and evaluates the different Project alternatives, and the economic, legal, social, technological, and other considerations that lead to the rejection of alternatives as infeasible that were not incorporated into the Project.

Article 4 sets forth Findings as to the disposition of each of the mitigation measures proposed in the FEIR.

Article 5 identifies the unavoidable, significant adverse impacts of the Project that have not been mitigated to a level of insignificance by the adoption of mitigation measures as provided in Article 5.

Article 6 contains a Statement of Overriding Considerations, setting forth specific reasons in support of the Planning Commission's approval actions for the Project in light of the significant unavoidable impacts discussed in Article 6.

Exhibit 1, attached, contains the Mitigation Monitoring and Reporting Program required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. It provides a table setting forth each mitigation measure listed in Section IV of the FEIR that is required to reduce or avoid a significant adverse impact. Exhibit 1 also specifies the agency responsible for implementation of each measure, establishes monitoring actions and a monitoring schedule. Finally, Exhibit 1 includes a series of Improvement Measures, which although do not avoid significant impacts described in the FEIR and Article 5 of this document, may provide some reduction the extent of these impacts.

ARTICLE 2. PROJECT DESCRIPTION AND ENVIRONMENTAL REVIEW PROCESS

Section 2.1 Project Description.

The Project Description in the FEIR is the adoption and implementation of the Visitacion Valley Redevelopment Program, applicable to an approximately 46-acre area extending on both sides of Bayshore Boulevard between Sunnydale Avenue and Blanken Avenue. A primary focus is the redevelopment of the vacant Schlage Lock property of approximately 20 acres along the east side of Bayshore Boulevard, bounded on the east by Tunnel Avenue, on the south by the City/County line, and on the west by Bayshore Boulevard; the Schlage Lock property is, designated as Redevelopment Zone 1 ("Zone 1"). In addition, the implementation of such Redevelopment Program will revitalize properties along Bayshore Boulevard and assist in the revitalization of the Leland Avenue commercial corridor, comprised primarily of general commercial, light industrial, residential and mixed-use parcels fronting on Bayshore Boulevard and commercial, residential and mixed-use parcels along Leland Avenue extending to Rutland Avenue; this part of the Project Area is designated as Redevelopment Zone 2 ("Zone 2").

The proposed Project was analyzed in the FEIR as follows:

(1) as to Zone 1, the proposed Project is the redevelopment program for the Schlage Lock property, and

(2) as to Zone 2, the proposed Project for such area is Alternative 5: No Rezoning on Bayshore Boulevard in Zone 2 and the policies in the proposed Design for Development, as described in the FEIR would also apply, except the parcels on the west side of Bayshore Boulevard in Zone 2 would not be rezoned and the Planning Code designation for the Zone 2 properties would remain "NC-3" Neighborhood Commercial and would not be changed to "NC-T3" Neighborhood Commercial Transit. The height limits however would be increased to 55 feet along Bayshore Boulevard as discussed in

the FEIR. The result of the revised zoning would be approximately 90 fewer net residential units in Zone 2.

(3) All other proposed development under the redevelopment program would remain as described in FEIR Chapter 3 (Project Description) of the FEIR. The Project will encourage transit-oriented development in coordination with new public transit improvements such as the MUNI Third Street Light Rail (MUNI Metro T-Line) and the recently relocated Caltrain Bayshore multi-model transit station. Regional vehicular access to the Project Area is through U.S. Highway 101 (U.S. 101) via the Bayshore Boulevard-Jamestown Avenue and Third Street Interchange and the future Geneva Avenue Interchange.

Therefore, the proposed Project includes all the redevelopment activities and development proposals discussed in the Project Description contained in Chapter II of the FEIR with the exception of the proposed rezoning of properties along Bayshore Boulevard.

The proposed Project objective is to adopt and carry out a set of long-term revitalization actions within the Project Area aimed at reducing blight, facilitating housing development, providing improved neighborhood-serving commercial facilities, facilitating increased private economic investment, capitalizing upon recent sub-regional (Muni Metro T line) and regional (Caltrain Bayshore station) transit improvements in the area, and generally improving physical and economic conditions that cannot reasonably be expected to be alleviated without redevelopment assistance.

Section 2.2 Actions Included in the Project.

The Project will be implemented through a series of actions that together define the terms under which the Project will occur (collectively the "Project Approvals"). The primary Project Sponsor for the Redevelopment Plan is the Agency. The landowner and potential master development sponsor of the Zone 1 Project is Universal Paragon Corporation ("UPC").

The City and County of San Francisco, including the Planning Commission and the Board of Supervisors, and the San Francisco Redevelopment Agency will be taking various approval actions related to the Project, including the following major permits and approvals, and related collateral actions:

Planning Commission

- Adoption of these CEQA Findings and Statement of Overriding Considerations, mitigation measures, and a Mitigation Monitoring and Reporting Program;
- Adoption of General Plan consistency and Planning Code § 101.1 findings in regard to the proposed Visitacion Valley Redevelopment Plan;
- Adoption of amendments to the General Plan to bring the General Plan into conformity with the Visitacion Valley Redevelopment Plan;

- Adoption of amendments to the San Francisco Planning Code text and maps,
- Approval of the Visitacion Valley Design for Development;
- Approval of the Visitacion Valley Cooperation and Delegation Agreement; and
- Future rezoning of Zone 1 portions of the Project Area.

Redevelopment Commission

- Adoption of these CEQA Findings, including a statement of overriding considerations, mitigation measures, and a Mitigation Monitoring and Reporting Program;
- Approval of the Visitacion Valley Redevelopment Plan;
- Approval of all actions required under the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq.) for implementation of the Redevelopment Plan and related implementation actions, including the approval of the Report on the Redevelopment Plan, the Rules for Property Owner Participation, a Relocation Plan, and Business Re-Entry Policy for the Redevelopment Project;
- Approval of a Visitacion Valley Cooperation and Delegation Agreement,
- Approval of the Visitacion Valley Design for Development;
- Future adoption of an Owner Participation Agreement for the development of Zone 1; and
- Future approvals of related Redevelopment Plan documents including Infrastructure Plan and Streetscape and Open Space Plans.

Board of Supervisors

- Adoption of these CEQA Findings, including a statement of overriding considerations, mitigation measures, and a Mitigation Monitoring and Reporting Program;
- The Planning Commission's certification of the EIR may be appealed to the Board of Supervisors. If appealed, the Board of Supervisors will determine whether to uphold the certification or to remand the EIR to the Planning Department for further review;
- Approve the Redevelopment Plan approved by the Redevelopment Commission;
- Adopt the Zoning Map amendments approved by the Planning Commission; and
- Adopt the Planning Code amendments approved by the Planning Commission.

Section 2.3 Project Implementation.

The Project also includes the implementation of the Visitacion Valley Redevelopment Plan, described as redevelopment actions in the Redevelopment Plan, as follows:

- Provide very low-, low- and moderate-income housing, including supportive housing for the homeless;

- Preserve the availability of affordable housing units assisted or subsidized by public entities, which are threatened with conversion to market rates;
- Require the integration of affordable housing sites with sites developed for market rate housing;
- Assist the development of affordable and supportive housing by developers;
- Promote the retention, improvement and expansion of existing businesses and attractions of new business and the provision of assistance to the private sector; if necessary.
- Provide relocation assistance to eligible occupants displaced from property in the Project Area;
- Provide participation in redevelopment by owners presently located in the Project Area and the extension of preferences to business occupants and other tenants desiring to remain or relocate within the redeveloped Project Area;
- Acquire land or building sites;
- Demolish or remove certain buildings and improvements;
- Construct buildings or structures;
- Improve land or building sites with on-site or off-site improvements;
- Rehabilitate structures and improvements by present owners, their successors and/or the Agency;
- Dispose of property by sale, lease, donation or other means to public entities or private developers for uses in accordance with this Redevelopment Plan;
- Finance insurance premiums pursuant to Section 33136 of the Community Redevelopment Law;
- Develop plans, pay principal and interest on bonds, loans, advances or other indebtedness or pay financing or carrying charges; and
- Remedy or remove the release of hazardous substances on, under, within or from property within the Project Area.

Section 2.4 Project Objectives.

The following Project Goals and Objectives were formulated in conjunction with the Visitacion Valley Citizens Advisory Committee ("CAC") and members of the community. These Project Objectives are also set forth in Section 3.6.2 of the FEIR and Section 3.1 of the Redevelopment Plan.

- *Goal 1:* Create a livable, mixed urban community that serves the diverse needs of the community and includes access to public resources and amenities.

  Objectives:
  - Attract a grocery store and provide a variety of retail options to serve a multi-cultural, multi-generational community at a range of incomes.
  - Provide for the expansion of local public services such as a new library, police sub-station, and fire department facilities.
  - Provide high quality public infrastructure that serves as a model of sustainable design.

- Create opportunities for the old Schlage Office Building to serve in the Project Area as a landmark that can be used for a variety of civic purposes.
- Attract educational facilities including job training, English as a Second Language classes, City College extension, arts programs, and multi-cultural resources.
- Promote neighborhood-serving retail to provide residents and workers with immediate walking access to daily shopping needs.

- *Goal 2:* Encourage, enhance, preserve, and promote the community and City's long term environmental sustainability.

  Objectives:
  - Facilitate the clean-up, redesign, and development of vacant and underutilized properties in the Project Area.
  - Protect human health by ensuring that toxic cleanup be the primary consideration in the planning and phasing of new development.
  - Promote environmentally sustainable building practices in the Project Area so that the people, the community and ecosystems can thrive and prosper.
  - Promote, encourage, and adopt design and construction practices to ensure durable, healthier, energy and resource efficient, and/or higher performance buildings and infrastructure that help to regenerate the degraded urban environment.
  - Design Green streets and sidewalks to contribute to the sustainability of the Project Area.
  - Ensure that development balances economics, equity, and environmental impacts and has a synergistic relationship with the natural and built environments.

- *Goal 3:* Create [a] pedestrian-oriented environment that encourages walking as the primary transportation mode within the Project Area.

  Objectives:
  - Connect *the* neighborhood through the creation of new streets and multi-use paths throughout the Schlage site linking Visitacion Valley to Little Hollywood.
  - Access into the Schlage site shall be fully public accessible and designed as an extension of the block pattern of the surrounding community.
  - Construct pedestrian-friendly streets throughout the Project Area to promote and facilitate easy pedestrian travel.
  - Ensure [that] new buildings have multiple residential entrances and/or retail at the street level to contribute to sidewalk activity.
  - Improve pedestrian safety along Bayshore Boulevard with intersection improvements and traffic calming.

- *Goal 4:* Encourage the use of alternative modes of transportation by future area residents, workers and visitors and support the development of the Caltrain Station as a major multi-modal transit facility.

  Objectives:
  - Encourage development that promotes the *use* of public transit, car pooling, shuttles, bikes, walking, and other alternatives to the privately-owned automobile.
  - Contribute to regional connectivity of the greater Visitacion Valley area, particularly with the Baylands of Brisbane.
  - Coordinate with local and regional transportation and planning agencies to facilitate rights-of-way connectivity and access to public transportation.
  - Enhance the attractiveness, safety, and functionality of transit stop locations within the Project Area.
  - Encourage new buildings on adjacent parcels to include safe pedestrian connections to the Caltrain facility.
  - Minimize the number of curb cuts in new developments, and encourage common parking access where feasible.
  -

- *Goal 5:* Create well-designed open spaces that enhance the existing community and new development.

  Objectives:
  - Create new parks, greenways, boulevards, and plazas which contribute to the existing open space network *and* serve the diverse needs of a mixed-use community.
  - Publicly accessible open spaces should incorporate design elements of the Visitacion Valley Greenway in order to express a cohesive, creative and unique neighborhood character.
  - Design new open spaces and streets to contribute to the sustainability of the infrastructure serving the Project Area, including treatment of stormwater, and the creation and maintenance of urban habitat.
  - Provide opportunities for ongoing community involvement in the parks through environmental education, interpretation and other active programming.
  - Include pedestrian walkways and destination-points such as small plazas that create a sense of place.
  - Incorporate local art by local artists in the design of public places.
  - Create [a] financing mechanism to ensure the long-term maintenance of parks and streetscapes.

- *Goal 6:* Develop new housing to help address the City's and the region's house shortfall, and to support regional transit use.

Objectives:

- Avoid the displacement of any residents.
- Assist with the preservation and rehabilitation of existing affordable housing.
- Facilitate the construction of new housing for a range of income levels and household sizes.
- Increase the local supply of well-designed affordable housing for low-income and moderate-income working individuals, families, and seniors.
- Develop housing to capitalize on transit-oriented opportunities within the Project Area.

- *Goal 7:* Establish the Project Area and surrounding neighborhoods as a gateway to the City of San Francisco.

Objectives:

- Use thoughtful design that complements and integrates the existing architectural character and natural context of Visitacion Valley.
- Ensure that buildings reflect high-quality architectural, environmentally sustainable building and urban design standards.
- Incorporate local historical, ecological, cultural and artistic elements in the designs of buildings, streetscapes, and parks.
- Improve the district's identity and appearance through streetscape design.
- Increase the economic viability of small businesses in the Project Area by providing an attractive, pedestrian-friendly street environment.
- Design housing and public spaces to be family- and multi-generational oriented.
- Facilitate the preservation, rehabilitation, and seismic retrofitting of historic buildings and landmarks.
- Design streets, parks, and building facades to provide adequate lighting and visual connectivity to promote public safety.

- *Goal 8:* Encourage private investment by eliminating blighting influences and correcting environmental deficiencies.

Objectives:

- Assemble and re-subdivide vacant industrial parcels in order to create buildable parcels and provide block patterns that integrate with the architectural character of the existing community.
- Incorporate a mix of uses into the new development within the Project Area, particularly the Schlage site, including different types of housing, retail and community services.
- New development should take advantage of the transit proximity and be designed as a compact, walkable, mixed use community.
- Provide economic opportunities for current Visitacion Valley residents and businesses to take part in the rebuilding and revitalization of the community.
- Provide opportunities for participation of property owners in the redevelopment

of their own properties.

- Strengthen the economic base of the community through commercial functions in the Project Area, and attract citywide attention to the district through events, media campaigns, and district-wide advertising.
- New development should relate to Leland Avenue and help revitalize the neighborhood's traditional main street with local business development.
- New retail is a critical component of the Project on the Schlage site, and should also support and contribute to the existing retail corridors on Leland Avenue and Bayshore Boulevard.

Section 2.5 Environmental Review Process.

The City's Planning Department ("Planning Department") and the Agency determined that an EIR was required for a proposal to adopt the Redevelopment Plan, and rezone the geographic area covered by the redevelopment plan in accordance with the Planning Department's *Visitacion Valley / Schlage Lock Strategic Concept Plan ("VV Concept Plan")*. The Agency provided public notice of that determination by publication in a newspaper of general circulation on January 31, 2007.

On June 3, 2008, the Planning Department and the Agency published the Draft Environmental Impact Report (hereinafter "Draft EIR ") on the Visitacion Valley Redevelopment Program, and provided public notice in a newspaper of general circulation of the availability of the Draft EIR for public review and comment and of the date and time of the Planning Commission public hearing on the Draft EIR. This notice was mailed to property owners in the Project Area and within a 300-foot radius of the Project Area, anyone who requested copies of the Draft EIR, persons and organizations on the Agency's CAC mailing list, parties on the Planning Department's list of EIR recipients, and to government agencies, the latter both directly and through the State Clearinghouse. Notices were posted at approximately 20 locations in and around the proposed Project Area. The Planning Department and the Agency posted the Draft EIR on their respective websites.

Notice of Completion of the Draft EIR was filed with the State Secretary of Resources via the State Clearinghouse on June 2, 2008.

The Planning Commission held a duly advertised public hearing on the Draft EIR on June 26, 2008, at which opportunity for public comment was given, and public comment was received on the Draft EIR. The Agency Commission held a duly advertised public hearing on the Draft EIR on July 1, 2008. The period for acceptance of written comments ended on July 21, 2008.

The Agency and Planning Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 48-day public review period for the Draft EIR, prepared revisions to the text of the Draft EIR in response to comments received or based on additional information that became available during the

public review period, and corrected errors in the Draft EIR. This material was presented in the Visitacion Valley Redevelopment Project EIR Comments and Responses ("Comments and Responses"), published on December 2, 2008 and was distributed to the Planning Commission, the Redevelopment Commission, the Visitacion Valley Citizen Advisory Committee members ("CAC"), all affected taxing entities, all parties who commented on the Draft EIR, and others who had previously requested the document. Notice of Completion of the Comments and Responses was sent to the State Secretary of Resources via the State Clearinghouse on December 3, 2008. The Comments and Responses document is available to others upon request at the Planning Department and Agency offices and available on both the Agency's and Planning Department's websites.

The Agency Commission, on December 16, 2008, and the Planning Commission, on December 18, 2008, reviewed and considered the FEIR and found that the contents of said report and the procedures through which the FEIR was prepared, publicized and reviewed complied with the provisions of CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code.

Section 2.6 Location of Project Records and Custodian of Records.

The FEIR consists of two volumes: Volume 1 is the Draft EIR and Volume II contains the Comments and Responses to the Draft EIR. A copy of each of the following is included in FEIR Volume 2:

- FEIR Appendix 4.1 contains a transcript of the Planning Commission's June 26, 2008 public hearing on the Draft EIR and a summary of each comment made at such public hearing and response thereto
- FEIR Appendix 4.2 contains a transcript of the Redevelopment Agency's July 1, 2008 public hearing on the Draft EIR and a summary of each comment made at such public hearing and response thereto
- FEIR Appendix 4.3 contains a copy of each written comment on the Draft EIR submitted during the comment period and response thereto
- FEIR Appendix 4.4 contains an update of the status of remediation activities on Zone 2

The record related to the Project and the Project Findings also include the following:

- The Redevelopment Plan.
- The CAC Goals for the Visitacion Valley Redevelopment Plan.
- The Visitacion Valley/Schlage Lock Design for Development.
- The Strategic Concept Plan for Visitacion Valley/Schlage Lock.

- The Preliminary Report on the Visitacion Valley Redevelopment Plan.
- The Final Report on the Visitacion Valley Redevelopment Plan.
- Rules for Property Owner Participation for the Redevelopment Project.
- The Relocation Plan for the Redevelopment Project.
- Business Re-Entry Policy for the Redevelopment Project.
- The Visitacion Valley Cooperation and Delegation Agreement.
- The FEIR, and all documents referenced in or relied upon by the FEIR.
- All information (including written evidence and testimony) provided by City staff to the Planning Commission relating to the EIR, the proposed approvals and entitlements, the Project, and the alternatives set forth in the FEIR.
- All information (including written evidence and testimony) presented to the Planning Commission by the environmental consultant and subconsultants who prepared the EIR, or incorporated into reports presented to the Planning Commission.
- All information (including written evidence and testimony) presented to the City from other public agencies relating to the Project or the FEIR.
- All applications, letters, testimony and presentations presented to the City by the project sponsor and its consultants in connection with the Project.
- All information (including written evidence and testimony) presented at any public hearing or workshop related to the Project and the FEIR.
- For documentary and information purposes, all locally-adopted land use plans and ordinances, including, without limitation, general plans, specific plans and ordinances, together with environmental review documents, findings, mitigation monitoring programs and other documentation relevant to planned growth in the area.
- The Mitigation Monitoring and Reporting Program is attached as Exhibit 1 to these Findings.

The public hearing transcript, copies of all letters regarding the Draft EIR received during the public review period, the administrative record, and background documentation for the Final EIR are located at both the Planning Department at 1650 Mission Street, San Francisco. (Linda Avery, Commission Secretary, is the custodian of these documents and materials for the Planning Department) and the Redevelopment Agency at One South

Van Ness Avenue, 5th Floor, San Francisco (Stanley Muraoka, Environmental Review Officer, is the custodian of these documents and materials for the Agency).

ARTICLE 3. CONSIDERATION OF PROJECT ALTERNATIVES

This Article describes the Project as well as rejected Project Alternatives. Included in these descriptions are the reasons for selecting or rejecting the alternatives. This Article also outlines the Project's purposes and provides a context for understanding the reasons for selecting or rejecting alternatives, and describes the project alternative components analyzed in the FEIR. The Project's FEIR presents more details on selection and rejection of alternatives.

CEQA mandates that an EIR evaluate a reasonable range of alternatives to the Project or the Project location that generally reduce or avoid potentially significant impacts of the Project. CEQA requires that every EIR also evaluate a "No Project" alternative. Alternatives provide a basis of comparison to the Project in terms of their significant impacts and their ability to meet Program objectives. This comparative analysis is used to consider reasonable, potentially feasible options for minimizing environmental consequences of the Project.

Section 3.1 Summary of Alternatives Analyzed in the FEIR

The FEIR for the Visitacion Valley Redevelopment Program and Rezoning Project analyzed the environmental effects of the Project and considered six alternatives:

1. No Project Alternative – Expected Growth Without the Project
2. Reduced Housing Development in Zone 1
3. Stand Alone Grocery Store/Retail Along Bayshore Boulevard South of Visitacion Avenue
4. Preservation and Reuse of All Schlage Lock Plant 1 Buildings
5. No Rezoning on Bayshore Boulevard in Zone 2
6. Planning Code Changes But No Redevelopment Plan

As described in Section 2.1 above, the Project proposed for approval is a combination of the proposed redevelopment program for Zone 1 and, as to Zone 2, a modification of Alternative 5 above: No Rezoning on Bayshore Boulevard in Zone 2. As described more fully in the Project Description above, this alternative would implement the proposed redevelopment program and Design for Development, as described in the FEIR except the parcels on the west side of Bayshore Boulevard in Zone 2 would not be rezoned. The Planning Code designation for these properties would remain "NC-3" Neighborhood Commercial and not be changed to "NC-T3" Neighborhood Commercial Transit. The change in height district from 40 to 55 feet however would move forward as discussed in the FEIR. The result would be approximately 90 fewer net residential units. All other proposed development under the redevelopment program would remain as described in chapter 3 (Project Description) of the FEIR.

Section 3.2 Reasons for Selection of the Project as Revised to Include Components of Alternative #5

The Project is selected because it will promote achievement of the Project Goals and Objectives which were formulated in conjunction with the Visitacion Valley Citizens Advisory Committee ("CAC") and members of the community (set forth in Section 2.4).

The Project is based on a combination of the original proposals for redevelopment of Zone 1, combined with a principal feature of Alternative #5 - *No Rezoning of Bayshore Boulevard in Zone 2,* which consists of no change the Planning Code designation for the Bayshore properties in Zone 2 "NC-T3" Neighborhood Commercial Transit. The result would be approximately 90 fewer net residential units. The Project however maintains the changes to the height map along Bayshore Boulevard in the FEIR, which is proposed at 55 feet in the FEIR project description, rather than the 45-foot height limit proposed in Alternative 5.

The reduction in units was found by the FEIR to have the following environmental benefits, while still meeting the redevelopment goals described above:

Land Use: The Alternative #5 component of the Project provides a transition in housing and development density between the new development of Zone 1 and the existing residential neighborhood.

Population and Housing. The retention of existing NC-3 zoning within Zone 2 and the change in the Zone 2 height limit to 55 feet along Bayshore Boulevard would have a nearly similar beneficial effect on increasing Visitacion Valley housing opportunities as the originally proposed project by enabling development of somewhat fewer new units yet retaining the same ratio of affordable units.

Transportation and Circulation. The Project, including the somewhat reduced residential development resulting from the partial incorporation of Alternative #5, would result in reduced, but still significant unavoidable, transportation and circulation impacts, primarily due to the net increase of daily vehicular trips.

Air Quality. The Project, including the incorporation of part of Alternative #5 as described, would result in reduced, but still potentially significant, air quality impacts from construction period emissions, as well as potentially significant long-term impacts.

Noise. The Project's incorporation of Alternative #5, would result in lower noise, as a result of its smaller scale.

Section 3.3 Overview of Other Plan Alternatives Considered and Rejected and Reasons Rejected

The following section presents an overview of the Alternatives analyzed in the FEIR. A more detailed description of each Alternative can be found in Chapter 17 of the FEIR.

The Planning Commission and Redevelopment Commission reject the other Alternatives set forth in the Final EIR and listed below because the Commissions find that there is substantial evidence, including evidence of economic, legal, social, technological, and other considerations further described in Article 6 below under CEQA Guidelines 15091(a)(3), that make infeasible such Alternatives.

In making these determinations, each of the Commissions is aware that CEQA defines "feasibility" to mean "capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, legal, and technological factors." Each Commission is also aware that under CEQA and CEQA case law the concept of "feasibility" encompasses (i) the question of whether a particular alternative promotes the underlying goals and objectives of a project and (ii) the question of whether an alternative is "desirable" from a policy standpoint to the extent that desirability is based on a reasonable balancing of the relevant economic, environmental, social, legal, and technological factors.

The Project also incorporates elements of Alternative 5, as described below. Thus, the Commissions are not rejecting Alternative #5.

Rejected Alternative #1: No Project Alternative

The No Project Alternative would retain the status quo and result in approximately 1,577 fewer net residential units, 130,300 fewer square feet of net retail space, 17,000 fewer square feet of net cultural space, and 45,280 *more* square feet of other net commercial space than the Project. As next discussed, the No Project Alternative is infeasible because it would not achieve the housing and other redevelopment objectives which will result from the adoption and implementation of the proposed Project. Rather, the following would also result if the Project were not approved, as currently proposed.

Population and Housing. Only eight new residences would be anticipated under this No Project Alternative. This alternative would not have the *beneficial effects* associated with facilitating increased housing opportunity within the Visitacion Valley neighborhood such as: new residential development near commercial uses, transit, and other services; and an improved citywide balance between employed residents and jobs. It does not provide needed affordable housing for the community or the city.

Aesthetics. The No Project Alternative would not provide the beneficial visual effects associated with development including the removal of dilapidated buildings and the creation of new parks and streetscape enhancements.

Transportation and Circulation. Trip generation under the No Project Alternative would be minimal. However, this alternative would not advance the Project Objectives as set forth in this document including the creation of a high-density, mixed land use patterns near the Project Area's excellent local and regional transit resources. Additionally, it does not provide the opportunity to make traffic calming improvements to existing roadways, create new streets and circulation facilities within the Schlage Site, nor does it

provide funding for regional transportation improvements as described in the Project Description of the FEIR and the Design for Development.

Air Quality. The No Project Alternative would not meet the Project Objectives of high-density, mixed land use patterns that promote walking, transit use, and shorter commutes.

Cultural and Historic Resources. Under the No Project Alternative, the historic Old Office Building would not be rehabilitated. Rehabilitating the Old Office Building to serve in the Project Area as a landmark that can be used for a variety of civic purposes is an important part of the Project Objectives, specifically Goal 1 – to create a livable, mixed urban community that serves the diverse needs of the community and includes access to public resources and amenities.

Hazards and Hazardous Materials. According to the Department of Toxic Substances Control, the No Project Alternative would impede remediation activities of hazardous materials to the soils beneath and immediately surrounding the existing buildings.

Public Services. The No Project Alternative does not include the Project's proposed improvements to the neighborhood's public space network – an important Project Objective.

Utilities and Service Systems. The No Project Alternative would not result in the benefits of the redevelopment of Visitacion Valley as a LEED neighborhood providing a model for sustainable urban development.

Non-attainment of Project Goals and Objectives by the No Project Alternative:

The No Project Alternative is also rejected as infeasible for the following reasons:

No Remediation of Hazardous Materials – Under the No Project Alternative, the contamination of soil and groundwater would not be remediated. Although some cleanup activities may be possible, the full extent of soil removal and remediation would not be physically or financially possible without elements of the Project.

Reduced Revenues – Under the No Project Alternative, the Agency will receive no tax increment revenues, which would result in few resources being invested back into the neighborhood and its revitalization. Consequently, the No Project Alternative would not achieve the Project objectives of stimulating economic revitalization or eliminating conditions of blight in the Project Area.

Reduced Housing – The No Project Alternative would provide less housing overall and substantially less affordable housing than with the Project.

Reduced Economic and Business Vitality – The No Project Alternative will provide fewer resources for economic revitalization efforts such as façade improvements, catalyst

development programs, business improvement programs, or neighborhood promotional opportunities.

Reduced Community Enhancement Opportunities – The No Project Alternative would not result in plan community enhancements, such as improvements to open space, expanded public facilities, construction of streetscape enhancement, and improved access to public transportation.

As described in detail above, this alternative would not attain the goals and objectives identified in the Project Objectives and the EIR. The current General Plan and associated existing Planning Code provisions do not include the detailed and coordinated strategies, improvements, and contemporary development regulations required under the Project Objectives and proposed by the Design for Development and overall redevelopment program.

The No Project Alternative is rejected as infeasible for the economic, legal, social, technological, and other considerations reasons set forth here and in the FEIR.

Rejected Alternative #2: Reduced Housing in Zone 1

Alternative 2 is an alternative that would include 400 dwelling units, a stand-alone grocery store and retail center in Zone 1, all other elements of the Redevelopment Program would remain the same. This alternative would lead to the development of approximately 850 fewer net residential units. This alternative was primarily proposed to reduce peak-period vehicular trip generation in comparison to the proposed Project.

Population and Housing. Due to the reduced housing opportunities of this alternative, it would produce substantially reduced beneficial effects in achieving a better city-wide balance of job and more housing near commercial uses, transit and other services. It will provide less affordable housing than the Project proposal.

Transportation and Circulation. This alternative would result in reduced impacts when compared to the proposed Project, but still significant, unavoidable transportation and circulation impacts. This Alternative would be less effective than the proposed Project in meeting the Project Objectives of high-density mixed land use, and shorter commutes.

Air Quality. This alternative would result in reduced impacts when compared to the proposed Project, but still potentially significant air quality impacts related to construction-period emissions and long-term regional emission increases. Long-term emissions, although reduced from the proposed Project, would remain significant and unavoidable even after mitigation. Construction emissions would also be reduced to less than significant levels. This Alternative would be less effective in meeting the Project Objective of reducing long-term regional emissions.

Cultural and Historic Resources. This alternative would have similar significant unavoidable impacts as the Project on cultural and historic resources.

Attainment of Project Goals and Objectives. This alternative would be less than effective in attaining the goals and objectives of the Project as identified in Section 1.

The Reduced Housing Alternative is rejected as infeasible for the following reasons:

Reduced Revenues – Under the Reduced Housing Alternative, the Agency will receive less tax increment revenues, which would result in fewer resources being invested back into the neighborhood and its revitalization. Consequently, the Reduced Housing Alternative would not achieve the Project objectives of stimulating economic revitalization or eliminating conditions of blight in the Project Area.

Reduced Housing – The Reduced Housing Alternative would provide less housing overall and substantially less affordable housing than with the Project.

Reduced Economic and Business Vitality – The Reduced Housing Alternative will provide fewer resources for economic revitalization efforts such as façade improvements, catalyst development programs, business improvement programs, or neighborhood promotional opportunities.

Reduced Community Enhancement Opportunities – The Reduced Alternative and would make infeasible the plans for community enhancements, such as improvements to open space, expanded public facilities, construction of streetscape enhancement and improved access to public transportation.

The Reduced Housing Alternative is rejected as infeasible due to loss of revenues from the reduction in dwelling units and retail commercial space. This alternative fails to capitalize on the full transit-oriented opportunities of the Schlage Site, nor does it provide the number of affordable housing units proposed in the Project. Therefore, it is infeasible for the economic, social, technological and other considerations as set forth here and in the FEIR. This Alternative is rejected.

Rejected Alternative #3: Stand Alone Grocery Store/Retail Along Bayshore Boulevard

Alternative 3 would include a stand-alone grocery store and retail center of approximately 70,000 square feet in Zone 1 along Bayshore Boulevard south of Visitacion Avenue. This alternative would provide approximately 950 (instead of 400) residential units in Zone 1 and unlike the Project, no housing would be provided on the upper floors of the grocery store and retail center. The result would be approximately 300 fewer net residential units.

Land Use. The fewer residential units and reduced mixed-use relationships anticipated under this alternative would reduce these co-location benefits of housing and retail proposed in the Project.

Aesthetics. Compared to the Project, the resulting stand alone parking area provides a less desirable urban design landscape when viewed from Bayshore Boulevard or from neighboring vantage points.

Transportation and Circulation. This alternative would result in reduced, but still significant, transportation and circulation impacts and would be less effective than the Project in promoting walking, transit use, and shorter commutes.

Air Quality. This alternative would result in reduced, but still potentially significant, air quality impacts from construction period emissions, as well as potentially significant long-term impacts. This alternative would be less effective in reducing long term emissions impacts through promoting walking, transit use, and shorter commutes.

Attainment of Project Goals and Objectives. This alternative would be less effective in attaining the goals and objectives of the Project as identified in the EIR. The Stand Alone Grocery Store Alternative is rejected as infeasible for the following reasons:

Reduced Revenues – Under the Stand Alone Grocery Store Alternative, the Agency will receive less tax increment revenues, which would result in fewer resources being invested back into the neighborhood and its revitalization. Consequently, the No Project Alternative would not achieve the Project objectives of stimulating economic revitalization or eliminating conditions of blight in the Project Area.

Reduced Housing – The Stand Alone Grocery Store Alternative would provide less housing overall and substantially less affordable housing than with the Project.

Reduced Mixed Use Land Uses – The Stand Alone Grocery Store Alternative would not facilitate the vertical mixing of neither uses nor take full opportunity of the transit facilities nearby. I would also create a surface parking lot or garage which would have limited urban design appeal and impacts on the pedestrian oriented design goals of the Revised Plan.

The Stand Alone Grocery Store/Retail Along Bayshore Boulevard alternative is rejected as infeasible due to the loss of revenues from the reduction in dwelling units the reduced beneficial effect on Visitacion Valley housing opportunities, and the reduced impact on San Francisco's ability to achieve a better citywide balance between employed residents and jobs and ability to increase housing concentration near commercial uses, transit, and other services. This alternative fails to capitalize on the full transit-oriented opportunities of the Schlage Site, and instead results in a single use retail and parking area next to a light rail station. This alternative does not present any significant benefits over the Project regarding identified environmental impacts. Therefore, it is infeasible for the economic, legal, social, technological, and other considerations set forth here and in the FEIR. This Alternative is rejected.

Rejected Alternative #4 – Preservation and Re-Use of All Schlage Lock Plant 1 Building

This alternative would preserve two additional buildings more than the Proposed Project which includes the preservation and re-use of the Old Office Building as a community center. The two additional buildings are Building B - the Sawtooth Building of approximately 188,000 square feet and Building C - the Ancillary Building, of approximately 1,500 square feet. These buildings are considered contributory to a potential "Schlage Lock Historic Site." This alternative suggests the re-use of these buildings as additional community space. This alternative would result in approximately 200 fewer net residential units compared to the proposed Project.

Population and Housing. This alternative would have reduced beneficial effects when compared to the proposed Project due to the reduced dwelling units. As a result of the reduction in residential uses, this alternative does not achieve the jobs/housing balance or affordable housing production benefits that are important Project Objectives.

Aesthetics. This alternative would result in similar potentially significant, aesthetic and visual resource impacts as the Project. Portions of the Sawtooth Building create a tall blank along Bayshore Boulevard and thus this Alternative does not achieve all of the urban design objectives of the Design for Development.

Transportation and Circulation. This alternative would result in a greater traffic trip generation than the proposed Project both in terms of daily and P.M. peek period traffic generation and potentially increased intersection impacts as the increased community uses, while not defined, could draw more activity to the site, particularly in the afternoon. Additionally, this alternative would eliminate at least one major circulation connection within the site and another to Bayshore Boulevard.

Cultural and Historic Resources. This alternative would result in fewer potentially significant impacts on cultural and historic resources than all other alternatives as it would rehabilitate two more "contributory" buildings to a potential Schlage Lock Factory Historic Site. There would still be significant, unavoidable impacts to the historic resources as a result of this alternative.

Attainment of Project Goals and Objectives. As compared to the proposed Project, this alternative would be less effective in attaining the Proposed Project Objectives and would potentially have more negative environmental impacts due to the increased vehicle trips and impeding the remediation of hazardous materials in the soils under the buildings to be preserved.

Reduced Revenues – Under the Preservation Alternative, the Agency will receive less tax increment revenues, which would result in fewer resources being invested back into the neighborhood and its revitalization. Consequently, the Preservation Alternative would not achieve the Project objectives of stimulating economic revitalization or eliminating conditions of blight in the Project Area.

Reduced Housing – The Preservation Alternative would provide less housing overall and substantially less affordable housing than with the Project.

Reduced Economic and Business Vitality – The Preservation Alternative will provide fewer resources for economic revitalization efforts along Leland Avenue, such as façade improvements, catalyst development programs, business improvement programs, or neighborhood promotional opportunities.

Reduced Community Enhancement Opportunities – The Preservation Alternative would reduce project revenues and remove land available for other uses including streets and parks. Therefore, this alternative would make infeasible some of the plans for open space, construction of new streets and improved access from Zone 1 to public transportation along Bayshore Boulevard.

The Preservation and Re-use Alternative is rejected due to its potential negative impacts on the remediation efforts to clean up hazardous materials in the soil, and its loss of revenue due to the reduction in dwelling units. The Preservation and Re-use Alternative interferes with the new circulation system proposed including roadways and pedestrian pathways. This alternative also reduces the transit-oriented uses envisioned in the Refined Projects goals and does not fully utilize the opportunities of the Schlage Site for new housing production, including affordable housing development. It would also mean a reduction of other community benefits including constraints on the inter-connected open space system and reductions of the existing Visitacion Valley impact fees for community facilities would not be collected or distributed to the Visitacion Valley community. Therefore, this alternative is infeasible for the economic, legal, cultural, environmental, technological, and social considerations set forth here and in the FEIR. This Alternative is rejected.

Rejected Alternative #6: Planning Code Changes but No Redevelopment Plan

This alternative would adopt the 2008 Design for Development, the General Plan Amendments and the Planning Code changes for the proposed Project, but it would not adopt the Visitacion Valley Redevelopment Plan. The Redevelopment Agency would not participate in the Project. As a result, the following implementation actions would not occur: (1) housing improvement actions, such as facilitation of affordable housing programs and units; (2) business revitalization actions, including, but not limited to, promotion of existing business, attraction of new businesses, and encouragement and assistance to private sector investment (e.g., financing of insurance premiums); and (3) blight elimination actions, including but not limited to, acquisition and/or demolition of blighted and deteriorated properties, rehabilitation of existing structures and improvements, disposal (sale, lease, etc.) of properties to public or private entities, and clean-up and remediation of existing hazardous materials.

All future development would occur solely through the efforts of the private sector. As a result, the growth increment to facilitate the Project would occur at a slower rate.

Specifically, it would not be completed by 2025, and it is projected that approximately only 75% of the proposed Project would be completed by that time. This would mean that only 75% of the new residential units would be developed by this time and only 75% of the new retail square footage would be developed. The higher affordable housing production requirements proposed by the Redevelopment Plan would not be imposed or facilitated by the new development in Zone 1 or Zone 2. It would also mean that significant amounts of the tax increment revenues would not be collected or distributed to the Visitacion Valley community for community benefits or affordable housing. This alternative would also eliminate the community center uses in the Old Office Building as there would be no public agency to facilitate its redevelopment.

Land Use. This alternative would generally create new beneficial land use elements under the Design for Development but such improvements would likely occur at a slower rate and to a reduced degree of beneficial uses.

Population and Housing. This alternative would have a reduced beneficial effect by 2025 in achieving a better city-wide balance of jobs and housing concentrated near commercial uses, transit, and other services as development would be expected to take place over a longer period of time. This alternative would reduce the affordable housing production planned under the Revised Plan.

Cultural and Historical Resources. This alternative would result in greater potentially significant impacts on cultural and historic resources due to the potential lack of preservation and rehabilitation of the Schlage Lock Old Office Building.

Hazards and Hazardous Materials. This alternative would not necessarily negatively impact the current remediation program. However, the delay of the development in Zone 1 may inhibit the remediation activities from occurring on a timely basis.

Public Services. This alternative would not result in any significant public service impacts. However, the beneficial effects of the improvements to the Project Area park and public open space may not occur.

Attainment of Project Goals and Objections. This alternative would be substantially less effective in attaining the Project Objectives. Specifically, some historic and cultural resources may be lost, public benefits such as affordable housing and open space may be reduced, delays in development could reduce impact fees in real dollars to the community facilities, and services proposed for the Visitacion Valley neighborhood, and remediation activities may be slowed considerably without redevelopment activities.

Reduced Revenues – Under the No Redevelopment Alternative, the Agency will receive no tax increment revenues, which would result in very few resources being invested back into the neighborhood and its revitalization. Consequently, the Reduced Housing Alternative would not achieve the Project Objectives of stimulating economic revitalization or eliminating conditions of blight in the Project Area.

Reduced Housing – The No Redevelopment Alternative would provide substantially less affordable housing than with the Redevelopment Plan.

Reduced Economic and Business Vitality – The No Redevelopment Alternative will provide very few resources for economic revitalization efforts such as façade improvements, catalyst development programs, business improvement programs, or neighborhood promotional opportunities.

Reduced Community Enhancement Opportunities – The No Redevelopment Alternative and would make infeasible the plans for community enhancements, such as improvements to open space, expanded public facilities, construction of streetscape enhancement, and improved access to public transportation.

The Planning Code Changes But No Redevelopment Plan alternative is rejected as infeasible as it would not provide for the facilitation of affordable housing programs and units, the promotion of existing businesses as well as the attraction of new businesses and private sector investment in the Visitacion Valley community, the lack of area rejuvenation and blight elimination, and the remediation of hazardous materials. This alternative would also have a reduced effect on achieving better citywide balance of jobs and housing concentrated near commercial uses, transit, and services, negatively impact the preservation and rehabilitation of the Schlage Lock Office Building, and would be less effective in obtaining the Project's goals and objectives. This alternative does not present any benefits over the Project regarding identified environmental impacts. Therefore, it is infeasible for the economic, legal, cultural, environmental, technological, and social considerations set forth here and in the FEIR. This Alternative is rejected.

ARTICLE 4. FINDINGS REGARDING MITIGATION MEASURES

CEQA requires agencies to adopt mitigation measures that would avoid or substantially lessen a project's identified significant impacts or potential significant impacts if such measures are feasible.

The findings in this section concern mitigation measures set forth in the FEIR. These findings discuss mitigation measures as proposed in the FEIR and recommended for adoption by the Planning Commission and the Redevelopment Commission, which can be implemented by the Agency and City agencies or departments, including, but not limited to, the Department of City Planning ("Planning Department"), the Department of Public Works ("DPW"), the Municipal Transportation Agency ("MTA"), the Department of Building Inspection ("DBI"), and the Department of Public Health ("DPH").

Primary responsibility for implementation and monitoring of mitigation measures will be shared by the Agency and Planning Department. The Redevelopment Plan provides that the Agency may enter into a cooperation and delegation agreement with the Planning Department outlining shared responsibilities for design and site permit review. A proposed Visitacion Valley Cooperation and Delegation Agreement ("Cooperation Agreement") is under consideration by both Commissions. The Agency expects to retain final approval authority as to design and site permit review, after consulting with the

Planning Department, in Zone 1 through the entitlement provisions of a Master OPA. The Agency will delegate to the Planning Department, in consultation with Agency staff, approval authority of development in Zone 2. Therefore, the Planning Department would be responsible for implementing mitigation measures for development to be approved by the Planning Department under the authority delegated by the Agency in Zone 2 and the Agency would be responsible for implementing mitigation measures as to development where the Agency retains final approval authority in Zone 1. As the precise responsibility for mitigation measure implementation will be dictated by the Cooperation Agreement between the Planning Department and the Agency, the findings provide that both the Agency and the Planning Department, would implement mitigation measures that will apply during the design and site permit review stages.

As explained previously, **Exhibit 1**, attached, contains the Mitigation Monitoring and Reporting Program required by CEQA Section 21081.6 and CEQA Guidelines Section 15091. It provides a table setting forth each mitigation measure listed in the Final EIR that is required to reduce or avoid a significant adverse impact. Exhibit 1 also specifies the agency responsible for implementation of each measure, establishes monitoring actions and a monitoring schedule.

The Planning Commission and the Redevelopment Commission find that, based on the record before it, the mitigation measures proposed for adoption in the FEIR are feasible, as explained further below, and that they can and should be carried out by the identified agencies at the designated time. The Planning Commission urges other agencies to adopt and implement applicable mitigation measures set forth in the FEIR that are within the jurisdiction and responsibility of such entities. The Planning Commission and Redevelopment Commission acknowledge that if such measures are not adopted and implemented, the Project may result in additional significant unavoidable impacts. Additionally, the Final EIR identified some potential significant and unavoidable impacts with no possible mitigation to reduce the impact to a less than significant level. For these reason, and as discussed in Article 5, the Planning Commission and Redevelopment Commission are adopting a Statement of Overriding Considerations as set forth in Article 6.

The Findings in this section concern mitigation measures set forth in the FEIR. Most of the mitigation measures identified in the FEIR that will reduce or avoid significant adverse environmental impacts are proposed for adoption and are set forth in Exhibit 1, in the Mitigation Monitoring and Reporting Program. However, some of the mitigation measures set forth in the FEIR that are needed to reduce or avoid significant adverse environmental impacts are rejected because of secondary impacts identified in the FEIR or are modified to reduce those secondary impacts. The Draft EIR has listed these impacts as significant and unavoidable because of secondary impacts or uncertainty regarding the implementation of necessary mitigations. A handful of the transportation improvements found to be infeasible or found to have significant secondary impacts in the FEIR are proposed in Exhibit 1 to be considered as options for further study and design as conditions change in the area, and their potential for implementation changes. The recommended and modified mitigations are described below in Section 4.1. Those

mitigations rejected because of secondary impacts are described in Section 4.2 along with the reason for rejecting those mitigations as identified in the FEIR.

The measures listed in the FEIR as improvement measures that the Agency or City Agencies may take to reduce a less-than-significant impact associated with the Project have been included in Exhibit 1. These measures are listed in Exhibit 1 as Improvement Measures. For projects in which the Agency retains final approval authority, as explained above, the Agency will incorporate the Improvement Measures into its project approval actions, as appropriate.

Section 4.1 Mitigation Measures Recommended by the Planning Commission and the Redevelopment Commission for Adoption As Proposed For Implementation by City Departments and the Agency.

The Planning Commission finds that the following measures presented in the FEIR will mitigate, reduce, or avoid the significant environmental effects of the Project. They are recommended for adoption and joint implementation by the Agency and City Departments with applicable jurisdiction in the approval of specific developments that implement the Project, as set forth below.

Land Use.

Mitigation

No significant environmental impact has been identified; no mitigation is required.

Population and Housing.

Mitigation

No significant environmental impact has been identified; no mitigation is required.

Visual Quality.

Mitigation Measure 7.1

As discussed in the FEIR in Section 7.3.5, the proposed building height increase from 40 ft. to 55 ft. could have potentially significant impacts on existing "finer grained" residential properties along the west edge of Zone 2. This mitigation measure will add to the Design for Development additional building bulk and/or building articulation controls specifically tailored to reduce the potential visual effects of greater building height and mass on the west edge of Zone 2 to a level of less than significant. Such amended controls include setbacks and relational height limitations. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Mitigation Measure 7.2

Nighttime lighting affiliated with Project facilitated development in Zone 1 could have adverse effects on nighttime views of and within the Project Area from the surrounding and internal neighborhood vantage points. This mitigation measure will add to the Design Development a set of Development Controls and Design Guidelines for lighting, focusing on nighttime internal and exterior lighting of multi-story buildings and nighttime lighting of new outdoor spaces, including the following or similar measures: prohibit exterior illumination above 40 feet, require tinting of outward oriented glazing above 40 feet sufficient to reduce the nighttime visual impacts of internal lighting, and require adequate shielding of light sources, use of fixtures that direct light downward, light sources that provide more natural color rendition, possible use of multiple light level switching, non reflective hardscapes, and avoidance of light source reflection off surrounding exterior walls. This measure will reduce the identified significant impacts to a level of less-than-significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Transportation.

Projected intersection turning movement volumes under Existing plus Project conditions would cause significant deterioration in levels of service at the following local intersections during typical weekday peak hours:

Weekday A.M. peak hour:
- Bayshore Boulevard/Blanken Avenue (LOS B to LOS F),
- Bayshore Boulevard/Leland Avenue (LOS C to LOS F),
- Bayshore Boulevard/Visitacion Avenue (LOS C to LOS F),
- Bayshore Boulevard/Sunnydale Avenue (LOS C to LOS F), and
- Tunnel Avenue/Blanken Avenue (LOS B to LOS F).

Weekday P.M. peak hour:
- Bayshore Boulevard/Arleta Avenue/San Bruno (LOS C to LOS F), and
- Bayshore Boulevard/Leland Avenue (LOS C to LOS F).

Mitigation Measure 8-1A

This mitigation measure will incorporate intersection improvements at the following intersections: Bayshore Boulevard/Blanken Avenue, Bayshore/Arleta/San Bruno, and Tunnel Avenue/Blanken Avenue.

At **Bayshore and Blanken** the mitigation measure would restripe the westbound approached to create exclusive lanes for left-turns and right-turns.

At the complex **Bayshore/Arleta/San Bruno** intersection, the mitigation measure will modify the signal timing of the traffic light to shift 6 seconds from the northbound left

turn green time to the southbound through movement. The intersection signals would also be modified to provide transit priority for the various Route 9 buses utilizing the left hand turn signal, and thus overriding the green time shift when buses are present.

At the intersection of **Tunnel and Blanken** a new traffic signal will be installed replacing the existing four-way stop control. The intersection will be restriped to provide two lanes in every direction to facilitate turning movements.

The Planning Commission and the Redevelopment Commission adopt this mitigation measure and the modifications to these intersections.

Mitigation Measure 8-1 B

For the intersection of **Bayshore and Leland**, the FEIR identified an alternative mitigation measure 8.1B, which proposed eliminating the planned left turn from southbound Bayshore into the Schlage Lock site. This mitigation does create secondary impacts to left hand turning movements at the intersections of Bayshore and Visitacion and Bayshore and Sunnydale, described below in Mitigation 8-3. The Planning Commission and the Redevelopment Commission adopt this mitigation measure and remove the left hand turn from the proposed Revised Project.

Mitigation Measure 8-1 C

Mitigation 8-1C requires the preparation and implementation of a Transportation Management Plan ("TMP') for the Zone 1 development. This TMP would include the following elements: Identification of a transportation coordinator, Establishment of a resident website, Carpool match services, Carshare hubs, Real-time transit information, Reduced fee transit pass program, Provision of bike facilities for residents, Parking supply reductions, Unbundled parking supply, and/or Metered/paid parking. See Mitigation Measures 8-1C and 9-2 in the EIR for complete details.

Implementation of the mitigation measures 8-1 A, B and C, listed above, would only reduce two of the seven listed weekday peak hour Project impacts on intersection operations to less-than-significant levels (Tunnel Avenue/Blanken Avenue and Bayshore and Leland). The following three intersections would remain at LOS F:

- Bayshore Boulevard/Blanken Avenue (weekday A.M. peak hour),
- Bayshore Boulevard/Visitacion Avenue (weekday A.M. peak hour), and
- Bayshore Boulevard/Sunnydale Avenue (weekday A.M. peak hour).

Mitigation 8-1 B resolves the operational impacts of the Bayshore Boulevard/Leland Avenue intersection however this results in secondary impacts to left hand turning movements and thus the impact of the Project to this intersection remains significant.

The Project is considered to have a significant unavoidable impact at these four Bayshore Boulevard intersections. These mitigation measures (8-1 A, B, and C) will reduce the

level of impacts of the Project on these intersections but not to a less-than-significant level. Only the Project impact at the intersections of Tunnel Avenue/Blanken Avenue would be reduced to a less-than-significant level with implementation of the associated mitigation described above. The Planning Commission and the Redevelopment Commission adopt these mitigation measure and recommends that the Agency, DPW and MTA implement the various elements of this measure.

Mitigation Measure 8-2

Projected Existing plus Project traffic volume increases in the peak hours would result in significant deterioration in levels of service on U.S. 101 between I-280 and Third/Bayshore, and U.S. 101 between Sierra Point Parkway and I-380 as detailed below:

Weekday A.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS E);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS E to LOS E); and
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS D to LOS E).

Weekday P.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS E).

Due to freeway geometry and space constraints at these two locations, there are no feasible mitigation measures that could be implemented to reduce the Project's LOS impacts to less-than-significant levels. Implementation of Mitigation 8-1C (individual project Transportation Management Plans) would decrease the number of vehicle trips generated by the Project and reduce the impacts to the study freeway segments, but not to a less-than-significant level. Therefore, the Project would have a significant unavoidable impact on these two freeway segments.

Mitigation Measure 8-3

Project A.M. peak hour maximum queue length conditions and P.M. peak hour average and maximum queue length conditions, queues waiting to turn left might not be fully contained within the existing and proposed left-turn pockets from Bayshore Boulevard via the three intersections at Leland Avenue, Visitacion Avenue, and Sunnydale Avenue.

The proposed mitigation measure would reduce impacts by extending the southbound left-turn pocket lengths by 80 feet at Visitacion Avenue, subject to MTA identifying an appropriate relocation placement for the bus stop on Bayshore Boulevard south of Leland Avenue. This mitigation measure, however would still not be sufficient to accommodate maximum queues in the weekday P.M. peak hour and thus would not reduce impacts to a level of less than significant.

The left hand turn pocket at Leland is eliminated from the proposal by Mitigation Measure 8-1B above.

The mitigation option to increase the access from Bayshore Boulevard by extending the southbound left-turn pocket lengths by 100 feet at Sunnydale Avenue and 80 feet at Visitacion Avenue was found to be infeasible in the FEIR due to secondary impacts to transit, parking, and bicycle routes.

Exhibit 1 also includes an improvement measure to work with the City of Brisbane and UPC toward the establishment of an internal connection from Zone 1 to the east side of the Bayshore Boulevard/ Geneva Avenue intersection. This would provide an alternative access point into the site from Bayshore Boulevard south of the constraints imposed by the track rights-of-way of the light rail line, allowing additional turn pockets to be developed within the median.

Although the Project's Bayshore Boulevard southbound access queuing impacts are considered to be significant and unavoidable, the Planning Commission and the Redevelopment Commission adopt these mitigation and improvement measures and recommends that DPW and MTA implement this measure including relocation of the west-side Bayshore/Leland bus stop, and the Agency and MTA coordinate with the City of Brisbane regarding the additional connection route south of the Project.

Mitigation Measure 8-4

In the analysis of the 2025 Cumulative Scenario, the FEIR found that without the benefit of Regional Transportation Improvements, the Project contributes traffic volumes to intersection turning movement volumes that would cause significant deterioration of Levels of Service at the following intersections:

Weekday A.M. peak hour-

- Bayshore Boulevard/Tunnel Avenue (LOS B to LOS E).

Weekday PM peak hour:

- Bayshore Boulevard/Blanken Avenue (LOS B to LOS F);
- Bayshore Boulevard/Arleta Avenue/San Bruno (LOS C to LOS F);
- Bayshore Boulevard/Leland Avenue (LOS C to LOS F);
- Bayshore Boulevard/Visitacion Avenue (LOS B to LOS F);
- Bayshore Boulevard/Sunnydale Avenue (LOS C to LOS F);
- Tunnel Avenue/Blanken Avenue (LOS A to LOS F), and
- Alana Way/Beatty Avenue (LOS B to LOS F).

This mitigation measure will modify signal timing at **Bayshore Boulevard/Tunnel Avenue**, and signalize the intersection and restriping southbound Alana Way at **Alana Way/Beatty Avenue**. These two study intersections would continue to operate with unacceptable conditions (LOS E or F) during the weekday A.M. peak hour with these

mitigations. Implementation of Mitigation 8-1C (Transportation Management Plan) would decrease the number of vehicle trips generated by the Project and reduce the magnitude of the Project's significant contribution at these locations, but not to a less than-significant level.

No feasible additional mitigation measures have been identified that would sufficiently improve 2025 Cumulative intersection operating conditions to LOS D or better conditions, except implementation of the Bi-County Regional Transportation Improvements discussed further in the FEIR and in Mitigation 8-6 below. If these improvements are undertaken the Alana Way/Beatty Avenue intersection would likely be removed and this portion of the mitigation would not be implemented. Establishing a fair share contribution to the implementation of the future transportation improvements would serve as a replacement mitigation measures for future impacts of the Project.

Therefore, the Revised Project contributions to this cumulative effect would be considered significant and unavoidable impact. The Planning Commission and the Redevelopment Commission adopt this mitigation and recommends that DPW, MTA, the Planning Department, the Agency and the Transportation Authority coordinate with the City of Brisbane and implement this measure.

Mitigation Measure 8-5

Levels of Service would significantly deteriorate at the following freeway segments:

Weekday A.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS F);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS E to LOS F);
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS D to LOS F); and
- U.S. 101 between Sierra Point Parkway and 1-380 southbound (LOS F to LOS F).

Weekday P.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS E to LOS F);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS D to LOS F);
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS F to LOS F); and
- U.S. 101 between Sierra Point Parkway and 1-380 southbound (LOS E to LOS F).

To improve the affected freeway segment conditions, additional mainline capacity would be needed, which would require land acquisition by another agency with jurisdiction to make such acquisition and involve substantial costs, jurisdictional issues, and in some areas physical geographic constraints of natural features. With limited transportation funding resources, such freeway investments are not considered of highest priority over regional transit investments; consistent with the City's Transit First Policy, and regional planning efforts of the Association of Bay Area Governments or the Metropolitan Transportation Commission. More specifically:

- Freeway mainline widening to provide acceptable operating conditions would require substantial right-of-way acquisition, and substantial reconstruction of the affected freeway links and associated existing over-crossings, the cost of which far exceed the reasonable capacity and responsibility of the Project, and for which no inter-jurisdictional fair share funding mechanism has been established;
- The co-lead Agencies (Planning Department and Redevelopment Agency) do not have jurisdiction over the affected freeway right-of-way; the necessary right-of-way acquisition would necessarily involve Caltrans use of its eminent domain powers;
- Expansion of portions of the affected freeway segment rights-of-way is constrained by existing topography; and
- Acquisition of portions of the necessary additional freeway mainline and associated under- and over-crossing right-of-way, and subsequent construction of the necessary freeway mainline widening and associated under- and overcrossings, could not be achieved without the displacement of existing households and businesses and demolition of existing residential and commercial structures. Such displacement of existing households and businesses is contrary to current Agency policy and City policy.

Mitigation of this impact is therefore considered to be infeasible and the Project-related contribution to 2025 cumulative freeway segment congestion represents a significant unavoidable impact. Implementation of Mitigation 8-1C, in the EIR however, would decrease the number of vehicle trips generated by the Project and reduce the magnitude of the Project's significant contribution at these locations, but not to a less than-significant level.

Mitigation Measure 8-6

The Levels of Service at the following freeway on-ramps would be unacceptable:

Weekday A.M. peak hour:
- U.S. 101 northbound on-ramp from Bayshore Boulevard/Third Street (LOS C to LOS F); and
- U.S. 101 southbound on-ramp from Beatty Avenue/Alana Way (LOS F to LOS F).

Weekday P.M. peak hour:
- U.S. 101 northbound on-ramp from Harney Way (LOS D to LOS F); and
- U.S. 101 southbound on-ramp from Beatty Avenue/Alana Way (LOS C to LOS F).

This mitigation measure would reduce the impact to less than significant through the construction of the proposed new on-ramps at Geneva Avenue. This facility will be constructed through a joint effort of the Cities of Brisbane and San Francisco and the project sponsors of the Baylands and Candlestick developments. Other developments

including the Project will be required to provide a fair share contribution to planned regional improvements. The Bi-County Transportation Project will provide the mechanism for this funding analysis. The mitigation requires the Agency, the master developer of Zone 1, and significant projects in Zone 2 to participate and contribute to the Bi-County program.

The Planning Department and the Agency will continue to participate in the current Bi-County Transportation Planning Study, will continue to advocate and participate in similar interjurisdictional study, planning and fair share funding efforts, and will continue to advocate alternative travel modes and habits, including, but not limited to, measures to incentivize increased Muni and Caltrain transit ridership, establish freeway onramp metering in the area, and to establish HOV lanes in the area. The Planning Department and Redevelopment Agency are equally committed to requiring participation in any additional intra-jurisdictional projects that would mitigate the impacts identified in the FEIR.

The Planning Commission and the Redevelopment Commission adopt this mitigation and recommends that DPW, MTA, the Planning Department, the Agency and the Transportation Authority coordinate with the City of Brisbane and implement this measure.

Mitigation Measure 8-7

Assuming implementation of the planned future regional roadway network changes, as described in the FEIR, unacceptable operating conditions would remain at the following intersections:

Weekday A.M. peak hour only:

- Bayshore Boulevard/Leland Avenue (LOS F);
- Bayshore Boulevard/Visitacion Avenue (LOS E);
- Bayshore Boulevard/Sunnydale Avenue (LOS F); and
- Tunnel Avenue/Blanken Avenue (LOS E).

Weekday P.M. peak hour only:

- Bayshore Boulevard/Arleta Avenue/San Bruno (LOS E); and
- Bayshore Boulevard/Leland Avenue (LOS E).

At **Bayshore Boulevard/Leland Avenue**, modify signal timing by shifting 6 seconds from the northbound left-turn movements to the through movements and modify the westbound approaches to create two lanes at the intersection: a left-through lane and an exclusive right-turn lane.

Implementation of this proposed signal timing modification mitigation measure would be dependent upon an assessment of transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect Muni transit operations, signal progressions, pedestrian minimum green time requirements, and

programming limitations of signals. Because this finding regarding signal capacity and pedestrian movements cannot be assured by MUNI and because the mitigation could potentially impact transit operations, the 2025 cumulative intersection impact is considered by the FEIR to be significant and unavoidable.

At **Bayshore Boulevard/Sunnydale Avenue:** modify signal timing by shifting 4 seconds from the northbound/southbound left-turn movements to the eastbound/westbound movements and stripe the westbound approaches to create two lanes at the intersection: a shared left-through lane and exclusive right-turn lane. Implementation of this proposed signal timing modification mitigation measure would be dependent upon an assessment of transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect Muni transit operations, signal progressions, pedestrian minimum green time requirements, and programming limitations of signals. Because this finding cannot be assured, and because the mitigation could potentially impact transit operations this 2025 cumulative intersection impact is considered by the FEIR to be significant and unavoidable.

At **Tunnel Avenue/Blanken Avenue** the mitigation called for signalizing the intersection as described in Mitigation 8-1A. This intersection meets the criteria for peak hour signal warrant. It would be possible to modify this intersection from an all-way stop to a signalized intersection under the 2025 Cumulative condition. Implementation of this measure would reduce this impact to a less-than-significant level.

Although portions of this mitigation measure cannot be assured for the reasons described above, the Planning Commission and the Redevelopment Commission adopt this mitigation measure and recommend that DPW, MTA, the Planning Department, the Agency and the Transportation Authority implement these intersection modifications to the extent possible.

Mitigation Measure 8-8

Assuming implementation of the planned future regional roadway network changes, listed under Impact 8-7 above, the projected 2025 Cumulative impacts on study freeway segments identified under Impact 8-5 above would still occur. Mitigation of this impact, however, is infeasible as the projected poor 2025 cumulative conditions on these freeway segments could only be improved by creating additional mainline capacity, which, as discussed above, under Mitigation Measure 8-5, is not feasible. Implementation of Mitigation 8-1C (Transportation Management Plan) would help decrease the number of vehicle trips generated by the Project and reduce the magnitude of the Project's significant contribution at these locations, but not to a less than-significant level.

Improvement measures have been suggested in Exhibit 1 to shift additional vehicles trips off of the Highway One Corridor, including promoting regional rail transit by local residents if and when Caltrain introduces more frequent service at the Bayshore Station, promoting the use of shuttle linkages and future Bus Rapid Transit facilities to BART, facilitating enhances SamTrans transit service between the Project and employment

centers in San Mateo County, and assisting Caltrans toward the implementation of HOV lanes and ramp metering along the US 101 corridor.

The Planning Commission and the Redevelopment Commission adopt these mitigation and improvements measures and recommends that DPW, MTA, the Planning Department, the Agency and the Transportation Authority implement these measures.

Mitigation Measure 8-9

The new vehicle-trips generated by the Project would result in long delays at several Bayshore Boulevard intersections, as indicated above under Impacts 8-1, 8-3 and 8-4. Related intersection improvement and left-turn pocket extension measures have been identified under Mitigations 8-1, 8-3 and 8-4 to mitigate these traffic impacts. Because these measures would not fully mitigate the associated traffic impacts, and could result in additional impacts associated with the relocation of a Muni bus stop, this Project-related local transit service delay impact would be considered significant and unavoidable. Implementation of Mitigation Measure 8-1C (Transit Management Plan), would reduce the number of vehicle trips but not to a number less than significant.

In addition, to encourage additional transit riders (thereby further reducing the amount of vehicular activity), the Project could implement the following measures: Consistent with the Design for Development, implement building design features that promote the primary access to new Project Area buildings from transit stops and pedestrian areas, and discourage the location of primary access points to new Project Area buildings through parking lots and other auto-oriented entryways; implement recommendations of the San Francisco Better Streets Plan in the Project Area, which are designed to make the pedestrian environment safer and more comfortable for pedestrians, including traffic calming strategies, sidewalk corner bulbs, and other features. Provide transit amenities at key light rail and bus stops in the Project Area, including "Next Bus" passenger information, accurate and usable passenger information and maps, and adequate light, shelter, and sitting areas.

Because of the impact on bus movements of the 2025 cumulative intersection impacts along Bayshore, and despite the measures above, the Project still is considered by the FEIR to have a potentially significant and unavoidable impact on transit operations. The Planning Commission and the Redevelopment Commission adopt this mitigation and recommend that the Planning Department, the Agency DPW, and MTA implement this measure.

Mitigation Measure 8-10

Implementation of the Project-proposed new southbound Bayshore Boulevard left-turn pocket into Zone 1 at Leland Avenue (see associated Mitigation 8-3) would necessitate the elimination of the existing southbound bicycle lane segment between Leland Avenue and Raymond Avenue. This would result in a gap in the bicycle lane network, which would result in a potentially significant impact to bicycle conditions. This mitigation measure would eliminate the impact of bicycle facilities by not constructing a new southbound left-turn into Zone 1 at Leland Avenue (also Mitigation Measure 8-1B).

The Planning Commission and the Redevelopment Commission adopt this mitigation and remove the proposed southbound left turn pocket from the Project proposal.

Air Quality.

Mitigation Measure 9.1A – 9.1D

Remediation, demolition, and construction activities permitted and/or facilitated by the proposed redevelopment program may generate exhaust emissions and fugitive dust that could temporarily impact air quality. This mitigation measure will require the implementation of dust control measures by demolition contractors and for:

- demolition activities;
- remediation, grading, or construction activity;
- for debris and soil stockpiles; and
- undeveloped parcels.

The mitigation also requires emission controls for all diesel powered construction equipment used by contractors. These mitigations, described in detail within Exhibit 1, will reduce impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Mitigation Measure 9.2

Development under the redevelopment program will generate traffic related regional increases in air pollutant emission. This mitigation measure established measures set forth in the Design for Development and the Planning Code to promote walking, biking, and transit use as alternative modes of transportation. Additionally, emissions control strategies will be applied to project facilitated discretionary mixed use, residential, commercial, and cultural development activities within the Project Area in order to reduce overall emissions from traffic and area sources. These strategies include: the inclusion of bicycle lanes where reasonable and feasible, use of transportation information kiosks, encouraging use of public transit, ridesharing, van pooling, use of bicycles, and walking, developing parking enforcement and fee strategies that encourage the use of mass transit, preferential parking for electric and alternative fuel source vehicles, enforcement of truck idling restrictions, the development of Transportation

Demand Management Programs for large commercial land uses, require energy efficient building designs, discouraging the use of gasoline powered landscape equipment, and requiring fireplaces to be low emitting fireplaces.

Despite these mitigations, the Project may have remaining significant impacts to cultural resources that cannot be mitigated. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency and Planning Department implement this measure.

Cultural Resources.

Mitigation Measure 10.1

The Visitacion Valley Redevelopment Program may cause substantial adverse changes in the significance of one or more identified potential historic resources if future individual development projects do not incorporate measures that ensure project related changes to historic resources are performed in accordance with the following mitigation measure. Mitigation Measure 10-1 will require that proposed changes to a historic resource be performed in accordance with either: (1) Secretary of Interior's Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings; or Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. If the proposed changes cannot be made in accordance with the aforementioned guidelines, the project applicant shall:

(a) Have documentation of the affected historical resource and its setting prepared,
(b) Undertake an oral history project that includes interviews with several long-time residents of Visitacion Valley and former employees of the Schlage Lock Factory,
(c) If preservation of resource is not possible, the building shall, if feasible, be stabilized and relocated to another appropriate site,
(d) If preservation or relocation is not feasible, the resource shall be salvaged or reused to the extent feasible, or
(e) If the resources must be demolished, project applicant shall incorporate a display featuring historic photos of the affected resource and a description of its historical significance.
(f) If demolition is required, project applicant is eligible to mitigate project related impacts by contributing funds to the City to be applied to future historic preservation activities or provide in-kind historic resource preservation activities in the Project Area.

The Planning Department and Planning Commission adopt this measure and recommend that the Planning Department in conjunction with the Agency, implement this measure. Despite these mitigations, the Project may have remaining significant impacts to cultural resources that cannot be mitigated. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Mitigation Measure 10.2

New development facilitated by the redevelopment program could disturb one Native American habitation site (CA-SFR-35), the Ralston Shellmound, and remains associated with the Union Pacific Silk Manufacturing Company. This mitigation measure consists of requiring the project sponsor to retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archaeology, to consult, test, monitor, and prepare plans and reports concerning the project and to work with the Planning Department and the City's Environmental Review Officer ("ERO"). The Planning Commission and the Redevelopment Commission adopt this measure and requires as any future condition of approval or development agreement that the project sponsor implement this measure.

Mitigation Measure 10.3

New development facilitated by the redevelopment program in Zone 1, could disturb unrecorded archaeological resources. This mitigation measure requires the project applicant to consult with the Planning Department prior to any development at the Schlage Lock site and, if necessary and instructed to do so by the Planning Department, undertake an Archaeological Monitoring Program, Archaeological Data Recovery Program, or Final Archaeological Resources Report. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Mitigation Measure 10.4

New development facilitated by the redevelopment program in Zone 2, could disturb unrecorded archaeological resources. This mitigation measure requires the project applicant to consult with the Planning Department prior to any development in Redevelopment Zone 2 and, if necessary and instructed to do so by the Planning Department, distribute a San Francisco Planning Department archaeological resource "ALERT" sheet to all prime contractors and subcontractors, suspend any activities if there is any indication of an archaeological resource is encountered at site, if the ERO determines a resource may be present, obtain a archaeological consultant to recommend what action, if any, is necessary, and implement any appropriate mitigation measures required by the ERO. If required, the project archaeological consultant shall submit a Final Archaeological Resources Report to the ERO. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Mitigation Measure 10.5

The project could potentially encounter paleontological resources. This mitigation measure requires the project applicant to halt all ground disturbances, if any paleontological resources are encountered, until the services of a qualified paleontologist

can be retained to identify and evaluate the resource and recommend any mitigation measures, if necessary. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department and DBI implement this measure.

Hazards and Hazardous Materials.

Mitigation Measure 11-1

There is a possibility that Project-facilitated demolition, renovation, and new construction activity in Zone 2 could encounter and expose workers to existing spilled, leaked, or otherwise discharged hazardous materials or wastes. This mitigation measure will require each developer of a site in Zone 2 to comply with all applicable existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements for soil, surface water, and/or groundwater contamination. In particular, these include the requirements of the City and County of San Francisco, the Regional Water Quality Control Board ("RWQCB"), and the Department of Toxic Substance Control ("DTSC"). The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Planning Department and DBI implement this measure.

Hydrology and Water Quality.

Runoff resulting from redevelopment program-facilitated development would contribute to existing combined sewer overflows from the City's sewer system, particularly into Candlestick Cove from the Harney Way box culvert. Although the City is currently in compliance with the NPDES CSO Control Policy, these overflows have the potential to degrade water quality within San Francisco Bay. In addition, since the redevelopment program would result in more traffic in the Project Area and vicinity, the build-up of vehicle-generated urban pollutants that could be washed into storm drains and eventually the Bay would likely increase.

Mitigation Measure 12-1 A

This mitigation measure will require the developer(s) to refine the individual development design(s) for Zone 1 as necessary to:

(1) Provide retention storage facilities and/or detention treatment facilities as needed to ensure that at least 80 percent of total annual runoff either remains on-site or receives an approved level of water quality treatment before discharge into the combined sewer system; and
(2) Provide a minimum of 25 percent of the surface of setbacks to be pervious.

This mitigation conforms with the recently create Stormwater Design Guidelines and will reduce impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommends that the Agency, Planning Department, the PUC and DBI implement this measure.

Mitigation Measure 12-1 B

This mitigation measure will additionally require stormwater design requirements similar to those described above for the Zone 1 development also be applied to individual infill developments in Zone 2 that meet the proposed San Francisco Public Utilities Commission ("PUC") minimum size criteria. This mitigation conforms with the recently create Stormwater Design Guidelines and will reduce impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Agency, Planning Department, the PUC and DBI implement this measure.

Mitigation Measure 12-2

Excavation required for remediation and construction in the Project Area would create a potential for individual on-site soil erosion, which could lead to increased sediment accumulation in downstream sewer lines and, in the event of a combined discharge (CSO), potentially higher turbidity levels in San Francisco Bay. In addition, remediation and construction activities would introduce the potential for fuel or hazardous material spills. If these materials are washed into the sewer system, they could upset the treatment process at the SEWPCP and, if they are part of a CSO, contribute to pollution in the Bay. This mitigation measure will require, for future development within Zone 1, design requirements and implementation measures for minimizing Project-generated erosion and for controlling fuel/hazardous material spills would be set forth in the Zone 1 SWPPP, in accordance with SWRCB and RWQCB design standards. During construction, the SFDPW would monitor implementation of the approved SWPPP. This plan shall include, at a minimum, the following or similar actions:

(1) Following demolition of existing improvements, stabilize areas not scheduled for immediate construction with planted vegetation or erosion control blankets;
(2) Collect stormwater runoff into stable drainage channels from small drainage basins, to prevent the buildup of large, potentially erosive stormwater flows;
(3) Direct runoff away from all areas disturbed by construction;
(4) Use sediment ponds or siltation basins to trap eroded soils before runoff is discharged into on-site channels or the combined sewer system;
(5) To the extent possible, schedule major site development work involving excavation and earthmoving activities during the dry season (May through September);
(6) Develop and implement a program for the handling, storage, use, and disposal of fuels and hazardous materials. The program should also include a contingency plan covering accidental hazardous material spills;
(7) Restrict vehicle cleaning, fueling, and maintenance to designated areas for containment and treatment of runoff; and
(8) After construction is completed, inspect all on-site drainage facilities for accumulated sediment, and clear these facilities of debris and sediment as necessary.

This mitigation will reduce impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Agency, Planning Department, the PUC and DBI implement this measure.

Noise.

Mitigation Measure 13-1

Remediation, demolition, and construction activities facilitated by the Project (redevelopment program) could temporarily elevate noise levels at nearby residential and commercial receptors during individual, site-specific project remediation and construction periods. This mitigation measure will reduce redevelopment program-related individual project remediation-, demolition-, and construction-period noise impacts on nearby residences and businesses by incorporating conditions in project demolition and construction contract agreements that stipulate the following conventional noise abatement measures:

(1) Prepare detailed remediation and construction plans identifying schedules and a procedure for coordination with nearby noise-sensitive facilities so that remediation and construction activities and the event schedule can be scheduled to minimize noise disturbance;
(2) Ensure that noise-generating remediation and construction activity is limited to between the hours of 7:00 A.M. to 8:00 P.M., Monday through Friday, and noise levels generated by construction are prohibited on Saturdays, Sundays, and holidays;
(3) Limit all powered remediation and construction equipment to a noise level of 80 dBA or less when measured at a distance of 100 feet or an equivalent sound level when measured at some other convenient distance;
(4) Equip all impact tools and equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. Equip all pavement breakers and jackhammers with acoustically attenuating shields or shrouds that are in good condition and appropriate for the equipment;
(5) Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a remediation or construction site;
(6) Route all remediation and construction traffic to and from the sites via designated truck routes where possible;
(7) Prohibit remediation- and construction-related heavy truck traffic in residential areas where feasible;
(8) Use quiet equipment, particularly air compressors, wherever possible; and
(9) Construct solid plywood fences around remediation and construction sites adjacent to residences, operational businesses, or noise sensitive land uses.

Temporary noise control blanket barriers should be erected, if necessary, along building facades of construction sites. This mitigation component would only be necessary if

conflicts occurred which were irresolvable by proper scheduling. For Zone 1 remediation and larger individual construction projects, the City may choose to require project designation of a "Noise Disturbance Coordinator" who would be responsible for responding to any local complaints about remediation or construction noise. The Disturbance Coordinator would determine the cause of the noise complaint (e.g., starting too early, bad muffler, etc.) and institute reasonable measures to correct the problem.

This bundle of mitigation measures will reduce impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Agency, Planning Department, and DBI implement this measure.

Mitigation Measure 13-2

Railroad operations could introduce potential ground borne vibration issues if vibration-sensitive developments, such as residences, are proposed close to these operations. This mitigation measure will reduce potential impacts by requiring, prior to the development of habitable buildings within 110 feet of the centerline of the nearest railroad tracks, or within 55 feet of the light rail tracks, a site-specific vibration stud demonstrating that ground borne vibrations associated with rail operations either (1) would not exceed the applicable FTA ground borne vibration impact assessment criteria (see Table 13.5 of this EIR), or (2) can be reduced to below the applicable FTA criteria thresholds through building design and construction measures (e.g., stiffened floors).

This mitigation will reduce impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Agency, Planning Department and DBI implement this measure.

Mitigation Measure 13-3

Project- facilitated noise-sensitive residential, retail, open space, and cultural land use development may exceed "normally acceptable" noise threshold. This mitigation measure will require that site-specific noise studies consistent with the requirements of the State Building Code (SBC) be conducted for all new Project-facilitated residential uses within 75 feet of the Caltrain line and along the Bayshore Boulevard frontage to identify appropriate noise reduction measures to be included in project final design. Identified noise reduction measures may include: (1) site planning techniques to minimize noise in shared residential outdoor activity areas by locating such noise-sensitive areas behind buildings or in courtyards, or by orienting residential terraces to alleyways rather than streets, whenever possible; (2) incorporation of an air circulation system in all affected units so that windows can remain closed to maintain interior noise levels below 45 dBA Ldn; and (3) incorporation of sound-rated windows and construction methods in residential units proposed along streets or the Caltrain line where noise levels would exceed 70 dB. The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Agency and Planning Department implement this measure.

Public Services.

No Mitigation Measures are required for this section.

Utilities and Service Systems.

Mitigation Measure 15-1

The Project has the potential to conflict with state-mandated requirements for 50 percent solid waste diversion if residents/tenants find the locations of recycling carts to be too distant or inconvenient, which could result in a potentially significant impact. This mitigation measure will require final architectural designs for individual developments in Project Area to indicate adequate space in buildings to accommodate three bin recycling containers. Space indicated for recyclables (blue bins) and organics (green bins) shall be larger than the space provided for garbage (black bins). If a waste chute is used, it shall have three separate waste chutes, one each for recyclables, organics, and garbage. Alternatively, an automated system that effectively accommodates three waste streams in a single chute would also be acceptable. The City shall ensure these mitigation measures are included in Project facilitated building construction prior to the issuance of a Certificate of Occupancy. These measures would reduce potential impacts to a level of less than significant. The Planning Commission and the Redevelopment Commission adopt this measure and recommend that the Agency and Planning Department implement this measure.

Section 4.2 Rejected Mitigations

Mitigation 8-1A

Bayshore and Leland: Restripe the existing Leland Avenue connection to the west side of Bayshore Boulevard to create three lanes – one shared left-through eastbound land, one exclusive right-turn eastbound lane and one westbound lane. This mitigation is rejected as it has secondary impacts on transit movements and pedestrian travel. This mitigation conflicts with the Leland Avenue Streetscape Design and the traffic calming measures to be installed by this plan. The Alternative Mitigation 8-1 B, removing the southbound left-turn lane on Bayshore at Leland is adopted instead.

Bayshore and Visitacion: Restripe the existing Visitacion Avenue connection to the west side of Bayshore Boulevard to create three lanes – one shared left-through eastbound land, one exclusive right-turn eastbound lane and one westbound lane. This mitigation is rejected as it has secondary impacts on transit bus movements, truck movements and pedestrian travel. The shifting of the westbound lane to the north will require provide a narrower turning radii for large vehicles particularly buses. Any conflicts created by this constrained turning movement could cause traffic to back up on Bayshore Boulevard. It also increasing the crossing distance for pedestrians traveling along the west-side of Bayshore Boulevard and requires removing on street parking stalls.

Bayshore and Sunnydale: Restripe the existing Sunnydale Avenue Connection to the west side of Bayshore Boulevard to create three lanes – one shared left-through eastbound land, one exclusive right-turn eastbound lane and one westbound lane. This mitigation is rejected as is has secondary impacts on transit movements and pedestrian travel. The shifting of the westbound lane to the north will require provide a narrower turning radii for large vehicles particularly buses. Any conflicts created by this constrained turning movement could cause traffic to back up on Bayshore Boulevard. It is also increasing the crossing distance for pedestrians traveling along the west-side of Bayshore Boulevard and requires removing on street parking stalls.

As described above, no feasible mitigations were found that did not present significant secondary impacts or safety concerns for truck and transit movements for the intersections of Bayshore Boulevard/Visitacion Avenue and Bayshore Boulevard/Sunnydale Avenue. However, as described in Exhibit 1, an improvement measure to revisit the potential for future modifications of these Bayshore Boulevard intersection configurations is required after MUNI considers new bus routes and bus stop locations.

Mitigation 8-3

The FEIR discusses options to increase the access from Bayshore Boulevard by extending the southbound left-turn pocket lengths by 100 feet at Sunnydale Avenue. The left-turn pocket extension was found to be infeasible due to secondary impacts to transit, parking, and bicycle routes.

Exhibit 1 also includes an improvement measure to work with the City of Brisbane and UPC toward the establishment of an internal connection from Zone 1 to the east side of the Bayshore Boulevard/Geneva Avenue intersection. This would provide an alternative access point into the site from Bayshore Boulevard south of the constraints imposed by the track rights-of-way of the light rail line, allowing additional turn pockets to be developed within the median.

Section 4.3 Findings on Adoption of a Mitigation Monitoring and Reporting Program

The Planning Commission finds that the Mitigation Monitoring and Reporting Program attached hereto as Exhibit 1 (the "Program"), is designed to ensure compliance during Project implementation. The Planning Commission further finds that the Program presents measures that are appropriate and feasible for adoption and the Program should be adopted and implemented as set forth herein and in Exhibit 1.

Section 4.4 Improvement Measure

In addition to the mitigation measures contained in Exhibit 1, the Exhibit also contains improvement measures for transportation, shown at the end of the Exhibit, which are not required to avoid or reduce significant adverse impact but will reduce a less than

significant impact. CEQA does not require the Agency or other implementing agencies to adopt these measures. Nevertheless, the Agency has expressed its intent to require developers in the Project Area to comply with these measures to the extent feasible when the Agency or the Commissions retains final approval authority over developments through its involvement in funding, acquisition, disposition or development of the property. Exhibit 1 explains how the Agency will ensure that these measures are implemented during the redevelopment process.

ARTICLE 5. SIGNIFICANT UNAVOIDABLE ENVIRONMENTAL IMPACTS

All impacts of the Project would either be less than significant or could be mitigated to less than significant levels, with the exception of the following impacts:

Impact 8-1: Existing Plus Project Impacts on Intersection Operation (see chapter 8--Transportation and Circulation--of the FEIR);

Weekday A.M. peak hour:

- Bayshore Boulevard/Blanken Avenue (LOS B to LOS F);
- Bayshore Boulevard/Visitacion Avenue (LOS C to LOS F); and
- Bayshore Boulevard/Sunnydale Avenue (LOS C to LOS F).

Weekday P.M. peak hour:

- Bayshore Boulevard/Arleta Avenue/San Bruno (LOS C to LOS F).

Although Mitigation 8-1 B resolved the intersection operations at the Bayshore/Leland Intersection, this mitigation has a significant secondary impact through its contribution to Impact 8-3 described below.

Impact 8-2: Existing Plus Project Impacts on U.S. 101 Freeway Segment Operation (see chapter 8--Transportation and Circulation--of the FEIR);

Weekday A.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS E);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS E to LOS E); and
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS D to LOS E).

Weekday P.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS E).

Impact 8-3: Project Queuing Impacts at Zone 1 Access Points (see chapter 8-Transportation and Circulation--of the FEIR);

- Southbound Bayshore Boulevard turning left at Visitacion Avenue, and
- Southbound Bayshore Boulevard turning left at Sunnydale Avenue.

Impact 8-4: 2025 Cumulative Impacts on Intersection Operation (see chapter 8--Transportation and Circulation--of the FEIR);

Weekday A.M. peak hour-

- Bayshore Boulevard/Tunnel Avenue (LOS B to LOS E).

Weekday P.M. peak hour:

- Bayshore Boulevard/Blanken Avenue (LOS B to LOS F);
- Bayshore Boulevard/Arleta Avenue/San Bruno (LOS C to LOS F);
- Bayshore Boulevard/Leland Avenue (LOS C to LOS F);
- Bayshore Boulevard/Visitacion Avenue (LOS B to LOS F);
- Bayshore Boulevard/Sunnydale Avenue (LOS C to LOS F);
- Tunnel Avenue/Blanken Avenue (LOS A to LOS F), and
- Alana Way/Beatty Avenue (LOS B to LOS F).

Impact 8-5: 2025 Cumulative Impacts on U.S. 101 Freeway Segment Operation (see chapter Transportation and Circulation--of the FEIR);

Weekday A.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS F);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS E to LOS F);
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS D to LOS F); and
- U.S. 101 between Sierra Point Parkway and 1-380 southbound (LOS F to LOS F).

Weekday P.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS E to LOS F);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS D to LOS F);
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS F to LOS F); and
- U.S. 101 between Sierra Point Parkway and 1-380 southbound (LOS E to LOS F).

Impact 8-7: 2025 Cumulative Impacts on Intersection Operation with Planned Regional Roadway Improvements (see chapter 8--Transportation and Circulation--of the FEIR);

Weekday A.M. peak hour only:

- Bayshore Boulevard/Leland Avenue (LOS F);
- Bayshore Boulevard/Visitacion Avenue (LOS E); and
- Bayshore Boulevard/Sunnydale Avenue (LOS F).

Weekday P.M. peak hour only:

- Bayshore Boulevard/Arleta Avenue/San Bruno (LOS E); and
- Bayshore Boulevard/Leland Avenue (LOS E).

Impact 8-8: 2025 Cumulative Impacts on U.S. 101 Freeway Segment Operation with Planned Regional Roadway Improvements (see chapter 8--Transportation and Circulation--of the FEIR);

Weekday A.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS D to LOS F);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS E to LOS F);
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS D to LOS F); and
- U.S. 101 between Sierra Point Parkway and 1-380 southbound (LOS F to LOS F).

Weekday P.M. peak hour:

- U.S. 101 between 1-280 and Third/Bayshore -- northbound (LOS E to LOS F);
- U.S. 101 between 1-280 and Third/Bayshore southbound (LOS D to LOS F);
- U.S. 101 between Sierra Point Parkway and 1-380 -- northbound (LOS F to LOS F); and
- U.S. 101 between Sierra Point Parkway and 1-380 southbound (LOS E to LOS F).

Impact 8-9: Project Impacts on Transit Service (see chapter 8--Transportation and Circulation--of the FEIR);

Impact 9-2: Long-Term Regional Emissions Impacts (see chapter 9--Air Quality--of the FEIR);

Impact 10-1: Destruction or Degradation of Historical Resources (see chapter 10--Cultural and Historical Resources--of the FEIR).

ARTICLE 6. STATEMENT OF OVERRIDING CONSIDERATIONS

Notwithstanding the significant effects noted above, pursuant to CEQA Section 21081(b) and the CEQA Guidelines Section 15093, the Planning Commission and the Redevelopment Agency each finds, after considering the FEIR and based on substantial

evidence in said documents, the administrative record and as set forth herein, that specific overriding economic, legal, social, and other considerations independently and collectively outweigh the identified significant effects on the environment and are overriding considerations warranting approval of the Project. Any one of the reasons for approval cited below is sufficient to justify approval of the Program. In addition, each Commission finds, in addition to the specific reasons discussed in Article 4 and Article 5 above, that the Project mitigations rejected in Article 4 and the Project Alternatives rejected in Article 5above are not feasible because they will not achieve or promote all of the goals and objective of the Project. In addition, the approval of the Project is also appropriate for the following specific economic, social, or other considerations resulting from Project approval and implementation:

(1) Project implementation will alleviate blight and encourage revitalization of the Project Area.

(2) Project implementation will assist with the evaluation, clean up, and redevelopment of brownfield sites in the project area, particularly Zone 1.

(3) Project implementation will improve residential conditions and encourage residential activity through the creation of new housing units, especially housing units affordable to very low-, low-, and moderate-income persons and/or households.

(4) Project implementation will promote the development of commercial facilities that will lead to increased business activity and improved economic conditions in the Project Area.

(5) Project implementation will facilitate the planning and construction of the development site in Zone 1 as well as throughout the area to leverage increase private investment in businesses and property.

(6) Project implementation will lead to improved housing opportunities by promoting the creation of approximately 1,577 new residential units that alleviate city and regional housing needs, especially the high demand for affordable housing.

(7) Project implementation will promote enhanced quality of life in the Project Area through improved open space, residential block revitalization programs on the Schlage Lock Site, improved neighborhood commercial corridors along Leland Avenue and Bayshore Boulevard, and public facilities.

(8) Project implementation will enable enhanced infrastructure improvements in the Project Area including improvement to local streetscapes and regional transportation facilities.

(9) Project implementation will facilitate transit-oriented development along Bayshore Boulevard and its connection to the Third Street Corridor as well as the Caltrain Station in support of the City's Transit First Policy.

(10) Project implementation will assist with coordinated land use planning and revitalization strategies between the existing redevelopment project areas and the Visitacion Valley Redevelopment Project Area.

(11) Project implementation will assist with the rehabilitation of certain historic resources within the Project Area.

(12) Project implementation will assist in the development of new retail uses including, but not limited to, a grocery store in Zone 1.

Having considered these Project benefits, including the benefits and considerations discussed in Article 2 above, the Agency finds that the Project's benefits outweigh the unavoidable adverse environmental effects, and that the adverse environmental effects are therefore acceptable.

EXHIBIT 1
VISITACION VALLEY REDEVELOPMENT PROGRAM
MITIGATION MONITORING AND REPORTING PROGRAM

Mitigation Measures	Mitigation Responsibility	Mitigation Schedule	Mitigation Responsibility	Monitoring Actions/ Schedule
VISUAL FACTORS				
Mitigation 7-1 Building Scale Compatibility. Add to the Design for Development additional building bulk and/or building articulation controls specifically tailored to reduce the potential visual effects of permitted greater building height and mass on the west edge of Zone 2 on abutting residential properties to the west. The amended controls could include, for example, a 10-to-15-foot building "stepback" and or "relational height limit" requirement at the third or fourth story along the west edges of Zone 2 that abut existing residential properties, for purposes of avoiding incongruous building height and scale relationships and associated light and shadow impacts. Formulation of these or similar measures into the Design for Development would reduce this potential for building scale and mass compatibility impacts to a ***less-than-significant level.***	Project Applicant	The Design for Development has been revised to incorporate this measure	Planning Department, SFRA, DBI	Planning, DBI to review designs and specifications as part of the Project-level plan review and site permit processing

Mitigation Measures	Mitigation Responsibility	Mitigation Schedule	Mitigation Responsibility	Monitoring Actions/ Schedule
Mitigation 7-2 Lighting and Glare: Add to the Design for Development a set of Development Controls and Design Guidelines for "Lighting," focusing on nighttime internal and exterior lighting of multi-story buildings and nighttime lighting of new outdoor spaces, including the following or similar measures: ▪ limit exterior illumination of any new building elements above 40 feet; ▪ require tinting of outward-oriented glazing above 40 feet sufficient to reduce the nighttime visual impacts of internal lighting; and ▪ to minimize glare and "sky glow" from new outdoor area lighting, require adequate shielding of light sources, use of fixtures that direct light downward, light sources that provide more natural color rendition, possible use of multiple light level switching (for reducing light intensity after 10 P.M.), non-reflective hardscapes, and avoidance of light source reflection off surrounding exterior walls. Formulation of these or similar measures by a qualified urban design professional and their incorporation into the Design for Development would reduce this potential for light and glare impacts to a ***less-than-significant level.***	Project Applicant	The Design for Development has been revised to incorporate this measure	SFRA, DBI	SFRA and DBI to review designs and specifications as part of Project level plan review and site permit processes

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
TRANSPORTATION AND TRAFFIC				
Mitigation 8-1A: *Bayshore Boulevard/Blanken Avenue:* Restripe the westbound approach to create two additional lanes: an added exclusive left-turn and an added right-turn lane. Implementation of this mitigation would reduce the significant impacts in the P.M. peak hour, but weekday A.M. peak hour impacts would remain ***significant and unavoidable***. *Bayshore Boulevard/Arleta Avenue/San Bruno Avenue:* Modify signal timing by shifting 6 seconds of green time from the northbound left-turn movement to the southbound through movement as the delays associated with the southbound through movement are considerably higher than the delay associated with northbound left turn movement. Add bus signal prioritization to avoid delays to the San Bruno bus lines. The Project impacts at this intersection will remain ***significant and unavoidable***.	Planning Department, MTA, DPW or owner/developer	First Major Phase	MTA, DPW	Approval of infrastructure plans with major phase
Tunnel Avenue/Blanken Avenue: Signalize intersection. The Project impacts at this intersection will remain ***significant and unavoidable***.	Same as above	Second Major Phase	MTA, DPW	Same as above
Mitigation 8-1B Intersection Operation: *Bayshore Boulevard/Leland Avenue southbound left-turn:* Eliminate the proposed left-turn from southbound Bayshore Boulevard into Redevelopment Zone 1 at Leland Avenue. Removal of this left-turn location would have a significant secondary impact, forcing Project vehicular traffic to utilize the left-turn locations at Visitacion and Sunnydale Avenues, which would exacerbate anticipated queuing impacts at these two remaining left-turn locations. This mitigation would reduce the Project impact at this location to ***a less than significant level***.	MTA, DPW	First Major Phase	MTA, DPW	Approval of infrastructure plans with major phase
Mitigation 8-1C Transportation Management Plan: *Implement a Transportation Management Plan for Redevelopment Zone 1.* To reduce the amount of auto use and auto ownership rates, and thereby	SFRA/MTA/Project Applicant	Element of each major phase	SFRA/MTA	Confirm establishment as part of first Major Phase

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
reduce the traffic impacts of Zone 1 development, future applicants for developments in Zone 1 shall prepare, fund, and implement project-specific Transportation Management Plans (TMP). The TMPs could include the following elements: ▪ Identification of a transportation coordinator, ▪ Establishment of a resident website, ▪ Carpool match services, ▪ Carshare hubs, ▪ Real-time transit information, ▪ Reduced fee transit pass program, ▪ Parking supply reductions, ▪ Unbundled parking supply, and/or ▪ Metered/paid parking. Also see similar measures in *Mitigation 9-2* (chapter 9, Air Quality) of this EIR. After the first phase of Zone 1 development of 450 residential units, the Project will conduct a follow-up analysis of the Bayshore Boulevard corridor and the Tunnel/Blanken intersection. This analysis will revisit the status of neighboring projects, account for any shifts in travel patterns, mode share, and transit service (as described in subsection 8.2.4) within the Project Area, and reconsider the range of mitigations available for travel on Bayshore Boulevard, Tunnel Avenue, Blanken Avenue, and affected intersections--including revised signal phasing, pedestrian improvements, and/or traffic calming measures. This future study may provide opportunities to revise TMP elements and explore additional mitigation options based on revised information regarding Cumulative conditions. This study shall also study pedestrian volumes in Zone 1 and along Bayshore Boulevard. While implementation of this measure would reduce impacts on the adjacent intersections and roadways to an unspecified but limited degree, the Project impacts would still remain ***significant and unavoidable.***				approval; Developer to submit periodic status reports to the SFRA
Mitigation 8-3 Project Queuing Impacts at Redevelopment Zone 1 Access Points	MTA, DPW and/or SFRA, and	Major phase and subject to relocation	MTA, DPW and/or SFRA	Major Phase Application

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Visitacion/Bayshore Boulevard: extend the left turn pocket by an additional 80 feet by relocating the MUNI bus stop currently located at the southside of the Bayshore Boulevard/Leland Avenue. Implementation will improve queuing impacts at one southbound Project site access intersection, but overall impacts at AM and PM peaks are considered to be ***significant and unavoidable***.	individual development applicants	of MUNI bus stops.		
Mitigation 8-4: 2025 Cumulative Impacts on Intersection Operation. *Bayshore Boulevard/Tunnel Avenue:* Modify signal timing by shifting one second from the southbound left-turn movement to the northbound/southbound through movements. Prior to implementation of this mitigation measure, assess transit and traffic coordination along Bayshore Boulevard to ensure that the changes would not substantially affect MUNI transit operations, signal progressions, pedestrian minimum green time requirements, and programming limitations of signals. *Implementation of this mitigation would still result in a cumulative effect that is **significant and unavoidable** for weekday AM/PM peak hours.* *Alana Way/Beatty Avenue:* Signalize the intersection, restripe the southbound Alana Way approach to create exclusive left- through and right turn approach to create exclusive left-, through and right-turn lanes; and restripe the eastbound Beatty Avenue approach to create two lanes. If this intersection is reconfigured as part of the Brisbane Baylands the developer will pay an in lieu fee for other transportation improvements. *Implementation of this mitigation would still result in a cumulative effect that is **significant and unavoidable** for weekday AM/PM peak hours.*	MTA, DPW and/or SFRA, and individual development applicants	Second phase of development	MTA, DPW and/or SFRA, and individual development applicants	Major Phase Application
on 8-6: 2025 Cumulative Impacts on Freeway On-Ramp Operation: These projected 2025 cumulative freeway on-ramp operating condition impacts are anticipated to be resolved by the construction of the proposed new ramps at Geneva Avenue, a planned regional transportation improvement measure. Project fair contribution to these improvements to these planned improvements would be required. Currently there are no	Planning Department/ SFRA, and individual development applicants of significant projects	Second phase of development	SFRA/Planning Department	Zone 1: Major phase approval Zone 2: approval of significant project

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
interjurisidiction formulated improvement projects or associated funding programs for the affected freeway segments towards which the Project Developer could be required to make a fair share contribution. The ongoing Bi-County Transportation Study is currently investigating inter-regional cumulative transportation network improvement needs and priorities, and is intended to identify an associated interjurisdictional fair share calculation procedure. The Planning Department and Redevelopment Agency will continue to participate in the current Bi-County Transportation Planning Study, and will continue to advocate and participate in similar interjurisdictional study, planning and fair share funding efforts. Project fair-share contribution to the planned regional improvements would reduce the anticipated 2025 cumulative freeway on-ramp impacts to a ***less-than-significant level***.				
Mitigation 8-7: 2025 Cumulative Impacts on Intersection Operation with Planned Regional Roadway Improvements: To mitigate 2025 cumulative unacceptable operating conditions (LOS E or F) implement *Mitigation 8-1* plus the following additional measures: • *Bayshore Boulevard/Leland Avenue:* Modify signal timing by shifting 6 seconds from the northbound/southbound left-turn movements to the through movements. Implementation of this mitigation could potentially impact transit operations; this 2025 cumulative intersection impact is considered to be ***significant and unavoidable***. • *Bayshore Boulevard/Sunnydale Avenue:* Modify signal timing by shifting 4 seconds from the northbound/southbound left-turn movements to the eastbound/westbound movements and restripe the eastbound and westbound approaches to create two lanes at the intersection: a shared left-through lane and exclusive right-turn lane. Implementation of this mitigation could potentially impact transit operations; this 2025 cumulative intersection impact is considered to be ***significant and unavoidable***. • *Tunnel Avenue/Blanken Avenue:* Signalize the intersection. It would be possible to modify this intersection from an all-way stop to a	MTA, DPW and/or SFRA, and individual development applicants	Second phase of development	Second phase of development	Major phase approval

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
signalized intersection under the 2025 Cumulative condition. Implementation of this mitigation would reduce measure would reduce this impact to a ***less-than significant*** level.				
Mitigation 8-9: The addition of Project-related transit trips would not result in a significant impact to transit capacity (existing transit services currently have capacity to accommodate the new trips). As a result, no transit service capacity mitigation measures would be required. However, the new vehicle-trips generated by the Project would result in long delays at several Bayshore Boulevard intersections, as indicated above under Impacts 8-1, 8-3 and 8-4. Related intersection improvement and left-turn pocket extension measures have been identified under Mitigations 8-1, 8-3 and 8-4 to mitigate these traffic impacts. Because these measures would not fully mitigate the associated traffic impacts, and could result in additional impacts associated with the relocation of a Muni bus stop, this Project-related local transit service delay impact would be considered ***significant and unavoidable.***	MTA, DPW SFRA, and individual development applicants	Element at each phase	MTA, DPW and/or SFRA	Include in applicable major phase application plans
Implementation of *Mitigation 8-1C (Transportation Management Plan)* would help decrease the number of vehicle trips generated by the Project and reduce the magnitude of the Project's impact on transit operations at these locations, but not to a less-than-significant level. In addition, to encourage additional transit riders (thereby further reducing the amount of vehicular activity), the Project could implement the following measures: ▪ Consistent with the Design for Development, implement building design features that promote the primary access to new Project Area buildings from transit stops and pedestrian areas, and discourage the location of primary access points to new Project Area buildings through parking lots and other auto-oriented entryways. ▪ Implement recommendations of the *San Francisco Better Streets Plan* in the Project Area, which are designed to make the pedestrian environment safer and more comfortable for pedestrians, including traffic calming strategies, sidewalk corner bulbs, and other features.	MTA, DPW SFRA, and individual development applicants	Element at each phase	MTA, DPW or SFRA	Include in applicable major phase application plans

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Provide transit amenities at key light rail and bus stops in the Project Area, including "Next Bus" passenger information, accurate and usable passenger information and maps, and adequate light, shelter, and sitting areas.				
Mitigation 8-10: Impacts on Bicycle Conditions. To mitigate this potential impact to the Bayshore Boulevard bicycle lane, do not provide the proposed new southbound left-turn into Redevelopment Zone 1 at Leland Avenue. To mitigate additional bicycle impacts establish an internal connection from Redevelopment Zone 1 to the east side of Bayshore Boulevard/Geneva intersection. This mitigation would reduce the Project's impact on bicycle conditions to ***a less-than-significant*** level.	MTA, DPW and/or SFRA, and individual development applicants	Second Phase of Development	MTA, DPW and/or SFRA	Include in applicable major phase application plans
AIR QUALITY				
Mitigation 9-1A: Remediation- and Construction-Related Air Quality Impacts. For all ***demolition*** activity in the Project Area, require implementation of the following dust control measures by demolition contractors, where applicable: ▪ Water active demolition areas to control dust generation during demolition of structures and break-up of pavement. ▪ Cover all trucks hauling demolition debris from the site. ▪ Use dust-proof chutes to load debris into trucks whenever feasible. ▪ Apply (non-toxic) soil stabilizers demolition areas after completion of demolition activities. Implementation of these measures would reduce the demolition-related air quality impacts to a ***less-than-significant level***.	Project Applicant	Continuous throughout demolition activity	DBI, BAAQMD, DTSC	Continuous throughout demolition activity
Mitigation 9-1B. For all ***remediation, grading, or construction*** activity in the Project Area, require implementation of the following dust control measures by construction (also remediation) contractors, where applicable: ▪ Water all active remediation and construction areas at least twice daily, or as needed to prevent visible dust plumes from blowing off-site. ▪ Cover all trucks hauling soil, sand, and other loose materials.	Project Applicant	Continuous throughout demolition activity	DBI, BAAQMD, DTSC	Continuous throughout demolition activity

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule

- Pave, apply water three times daily, or apply (non-toxic) soil stabilizers on all unpaved access roads, parking areas, and staging areas at construction sites.
- Sweep daily (with water sweepers) all paved access roads, parking areas, and staging areas at construction sites.
- Sweep streets daily (with water sweepers) if visible soil material is carried onto adjacent public streets.
- Hydroseed or apply (non-toxic) soil stabilizers to inactive construction areas (previously graded areas inactive for ten days or more).
- Limit the area subject to excavation, grading, and other construction activity at any one time.

The above measures may be revised or supplemented over time by new BAAQMD regulations. Implementation of these measures would reduce the impacts to a ***less-than-significant level***.

Mitigation 9-1C. The following are measures to control emissions by diesel-powered construction (including remediation and demolition) equipment used by contractors, where applicable:

- Ensure that emissions from all on-site, diesel-powered construction equipment do not exceed 40 percent opacity for more than three minutes in any one hour. Any equipment found to exceed 40 percent opacity (or Ringelmann 2.0) shall be repaired or replaced immediately.
- The contractor shall install temporary electrical service whenever possible to avoid the need for independently powered equipment (e.g., compressors).
- Diesel equipment standing idle for more than three minutes shall be turned off. This would include trucks waiting to deliver or receive soil, aggregate or other bulk materials. Rotating drum concrete trucks could keep their engines running continuously as long as they were on-site and away from residences.
- Properly tune and maintain equipment for low emissions.
- Use late model heavy-duty diesel-powered equipment at each construction site to the extent that the equipment is readily available in the San Francisco Bay Area.
- Use diesel-powered equipment that has been retrofitted with after-treatment products (e.g., engine catalysts) to the extent

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
that it is readily available in the San Francisco Bay Area. ▪ Replant vegetation in disturbed areas as quickly as possible. ▪ Install wheel washers for all exiting trucks, or wash off the tires or tracks of all trucks and equipment leaving the site. ▪ Install wind breaks, or plant trees/vegetation wind breaks at windward side(s) of construction sites. ▪ Suspend excavation and grading where winds (instantaneous gusts) exceed 25 miles per hour. ▪ Use low-emission diesel fuel and/or biodiesel for all heavy-duty diesel-powered equipment operating and refueling at each construction site to the extent that the fuel is readily available and cost effective in the San Francisco Bay Area (this does not apply to diesel-powered trucks traveling to and from the site). ▪ Utilize alternative fuel construction equipment (i.e., compressed natural gas, liquid petroleum gas, and unleaded gasoline) to the extent that the equipment is readily available and cost-effective in the San Francisco Bay Area.				
Mitigation 9-2. Apply the following emissions control strategies where applicable to Project-facilitated discretionary mixed use, residential, commercial, and cultural development activities within the Project Area in order to reduce overall emissions from traffic and area sources. *Transportation Emissions* ▪ New or modified roadways should include bicycle lanes where reasonable and feasible. ▪ Provide transit information kiosks. ▪ Where practical, employment-intensive development proposals (e.g., retail) shall include measures to encourage use of public transit, ridesharing, van pooling, use of bicycles, and walking, as well as to minimize single passenger motor vehicle use. ▪ Develop parking enforcement and fee strategies that encourage alternative modes of transportation. ▪ Parking lots or facilities should provide preferential parking for electric or alternatively fueled vehicles. ▪ Implement and enforce truck idling restrictions of three minutes. ▪ Require large commercial land uses (e.g., 10,000 square feet or 25 employees) that would generate home-to-work commute trips to implement Transportation Demand Management (TDM) programs. Components of these programs should include the	Project Applicant	Continuous throughout demolition activity	MTA, SFRA, BAAQMD, DTSC	Continuous throughout demolition activity

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
following (also see similar measures in *Mitigation 8-1C* [chapter 8, Transportation and Circulation] of this EIR): - a carpool/vanpool program, e.g., carpool ride-matching for employees, assistance with vanpool formation, provision of vanpool vehicles, etc.; - a transit use incentive program for employees, such as on-site distribution of passes and/or subsidized transit passes for local transit systems; - a guaranteed ride home program; and/or -a parking cash-out program for employees (where non-driving employees receive transportation allowance equivalent to the value of subsidized parking). *Building Emissions:* ▪ Require energy efficient building designs that exceed State Title 24 building code requirements. ▪ Discourage use of gasoline-powered landscape equipment, especially two-stroke engines and motors (which burn and leak oil), for public park maintenance. ▪ Allow only low-emitting fireplaces for residential uses, such as those that burn only natural gas (standard City requirement for multi-family residences). The above measures may be revised or supplemented over time by new BAAQMD regulations. Implementation of these measures would reduce the remediation-, demolition-, and construction-related air quality impacts of diesel-powered equipment to a ***less-than-significant level.***				
CULTURAL AND HISTORICAL RESOURCES				
Mitigation 10-1 Destruction or Degradation of Historical Resources. The following mitigation measures should be considered if proposed changes to a historical resource are not in accordance with the Secretary of the Interior's standards. *a) Documentation.* In consultation with a Planning Department Preservation Technical Specialist, the individual project applicant shall have documentation of the affected historical resource and its setting	Development Applicant	Initiate before demolition	Planning Department	Initiate before demolition

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
prepared. Generally, this documentation shall be in accordance with one of three documentation levels associated with the Historic American Building Survey (HABS) or Historic American Engineering Record (HAER). The Specialist, possibly in consultation with the National Park Service Regional Office, can decide the most appropriate form of documentation, depending on the significance of the affected resource. The three possible documentation level protocols are described under this mitigation in chapter 10 of this EIR. The agreed-upon documentation shall be filed with the San Francisco History Center at the Main Library, as well as with other local libraries and historical societies, as appropriate.				
(b) Oral Histories. The individual project applicant shall undertake an oral history project that includes interviews of several long-time residents of Visitacion Valley and former employees of the Schlage Lock Factory. This program shall be conducted by a professional historian in conformance with the Oral History Association's *Principles and Standards* (http://alpha.dickinson.edu/oha/pub_eg.html). In addition to transcripts of the interviews, the oral history project shall include a narrative project summary report containing an introduction to the project, a methodology description, and brief summaries of each conducted interview. Copies of the completed oral history project shall be submitted to the San Francisco History Room of the Main Library.	Project Applicant	Initiate before demolition permit and ongoing after demolition	Planning Department	Initiate before demolition and ongoing after demolition
(c) Relocation. Study the feasibility of reacting historical resources aster nearby site appropriate to its historic setting and general environment. A moved building or structure that is otherwise eligible may be listed in the California Register if it was moved to prevent its demolition at its former location and if the new location is compatible with the original character and use of the historical resource. After relocation, the building's preservation, rehabilitation, and restoration, as appropriate, shall follow the Secretary of the Interior's standards to ensure that the building retains its integrity and historical significance.	Project Applicant	Before demolition permit for applicable building	Planning Department	Initiate before demolition and ongoing after demolition
(d) Salvage. If the affected historical resource can neither be preserved at its current site nor moved to an alternative site and is to be demolished, the				

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
individual project applicant shall consult with a San Francisco Planning Department Preservation Technical Specialist and other local historical societies regarding salvage of materials from the affected historic resource for public information or reuse in other locations. Demolition may proceed only after any significant historic features or materials have been identified and their removal completed. *(e) Commemoration.* If the affected historical resource can neither be preserved at its current site nor moved to an alternative site and is to be demolished, the individual project applicant shall, with the assistance of a Planning Department Preservation Technical Specialist or other professionals experienced in creating historical exhibits, incorporate a display featuring historic photos of the affected resource and a description of its historical significance into the publicly accessible portion of any subsequent development on the site. In addition, the factory machinery in Schlage Plants 1 and 2 should be cleaned and moved to a public space (such as a park or plaza on-site) for public viewing. *(f) Contribution to a Historic Preservation Fund.* If an affected historical resource can neither be reserved at its current site nor moved to an alternative site and is demolished, the project applicant may be eligible to mitigate project- related impacts by contributing funds to the City to be applied to future historic preservation activities, including survey work, research and evaluation, and rehabilitation of historical resources within Visitacion Valley in accordance with the Secretary's Standards. Contribution to the preservation fund would be made only after the documentation, oral history, salvage, and commemoration mitigations specified above had been completed. The details of such an arrangement would be formulated on a case-by-case basis, and could also include in-kind implementation of historic resource preservation. As part of any such arrangement, the project applicant shall clearly demonstrate the economic infeasibility of other mitigation measures that would mitigate impacts to historical resources, including preservation, relocation, and project modification. While implementation of these measures would reduce impacts on historical resources, the impact would remain ***significant and unavoidable.***	Project Applicant Project Applicant Project Applicant	Before demolition permit for applicable building Condition for demolition permit for applicable building; ongoing implementation as required by measure Ongoing implementation as required by measure	Planning Department SFRA, Planning Department SFRA, Planning Department	Initiate before demolition and ongoing after demolition Initiate before demolition and ongoing after demolition Initiate before demolition and ongoing after demolition

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 10-2: Disturbance of Known Archaeological Resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archeology. The archaeological consultant shall consult with the Major Environmental Analysis archaeologist at the San Francisco Planning Department to determine project locations and activities that may affect archaeological deposits/features associated with known archaeological resource sites. Project activities determined to potentially affect these resources shall be subject to an archaeological testing program (ATP) as specified under this mitigation heading in chapter 10 of this EIR. In addition, the consultant shall be available to conduct an archaeological monitoring program (AMP) and/or archaeological data recovery program (ADRP) and, if necessary, a human remains treatment program and final archaeological resources report (FARR) as specific under this mitigation heading in Chapter 10 of this EIR. The archaeological consultant's work shall be conducted in accordance with this measure at the direction of the City's Environmental Review Officer (ERO). All plans and reports prepared by the consultant as specified herein shall be submitted first and directly to the ERO for review and comment, shall be considered draft reports, subject to revision until final approval by the ERO. Archaeological monitoring and/or data recovery programs required by this measure could suspend construction of the project for up to a maximum of four weeks. At the direction of the ERO suspension of construction can be extended beyond four weeks only if such a suspension is the only feasible means to reduce to a less-than-significant level potential effects on a significant archaeological resource as defined in CEQA. *Archaeological Testing Program.* The archaeological consultant shall prepare and submit to the ERO for review and approval an archaeological testing plan (ATP). An archaeological testing program shall be conducted in accordance with the approved ATP. The ATP shall identify the property types of the expected archaeological resource(s) that potentially could be adversely affected by the project, the testing method to be used, and the locations recommended for	Project Applicant, SFRA, Project Archaeologist Project Archaeologist	Prior to preparation of the ATP &project soils disturbance (including demolition and excavation) Prior to preparation of the ATP &project soils	SFRA, ERO SFRA, ERO	Sufficiently in advance of project for preparation & ERO review & approval of ATP Sufficiently in advance of project for preparation &

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
testing. The purpose of the archaeological testing program will be to determine to the extent possible the presence or absence of archaeological resources to identify and to evaluate whether any archaeological resource encountered on the site constitutes a historical resource under CEQA.		disturbance (including demolition and excavation). NAHC and Native American consultation prior to preparation of the ATP		ERO review & approval of ATP
At the completion of the archaeological testing program, the archaeological consultant shall submit a written report of the findings to the ERO. If based on the archaeological testing program the archaeological consultant finds that significant archaeological resources may be present the ERO in consultation with archaeological consultant shall determine if additional measures are warranted. Additional measures that may be undertaken include notification of designated members of the community as appropriate, archaeological data recovery program.	Project Archaeologist	Following completion of archaeological testing	SFRA, ERO	Prior to project construction demolition and remediation
If the ERO determines that a significant archaeological resource is present and that the resource could be adversely affected by the project, at the discretion of the project sponsor either: A. The project shall be re-designed so as to avoid any adverse effect on the significant archaeological resource; or B. A data recovery program shall be implemented, unless the ERO determines that the archaeological resource is of greater interpretive than research significance and that interpretive use of the resource is feasible.	Project Archaeologist	Determination as data recovery requirement	ERO	Prior to project Construction, demolition and remediation and archaeological data recovery
<u>Archaeological Monitoring Program (AMP).</u> If the ERO in consultation with the archaeological consultant determines that an archaeological consultant determines that an archaeological monitoring program (AMP) shall be implemented, the AMP shall minimally include the following provisions: ▪ The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the AMP reasonably prior to any project-related soils disturbing activities commencing. The ERO in consultation with the archaeological consultant shall determine what	ERO, Project Archaeologist	Determination of activities to be archaeologically monitored	ERO, Project Archaeologist	Prior to project construction, demolition, remediation and archaeological data

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
project activities shall be archaeological monitored. In most cases, any soils disturbing activities, such as demolition, foundation removal, excavation, grading, utilities and installation, foundation work, driving of piles (foundation, shoring etc.), site remediation, etc., shall require archaeological monitoring because of the risk these activities pose to potential archaeological resources and to their depositional context.				recovery
▪ The archaeological consultant shall advise all project contractors to be on alert for evidence of the presence of the expected resources(s), of how to identify the evidence of the expected resource(s), and of the appropriate protocol in the event of apparent discovery of an archaeological resource.				
▪ The archaeological monitors shall be present on the project site according to a schedule agreed upon by the archaeological consultant and the ERO until the ERO has, in consultation with project archaeological consultant determined that project construction activities could have no effects on significant depositions.				
▪ The archaeological monitor shall record and be authorized to collect soil samples and arti-factual/ecofactual material as warranted for analysis.	Project Archaeologist	During project soils disturbing activities	SFRA, Project Archaeologist	During project soil disturbing activities
▪ If an intact archaeological deposit is encountered, all soils disturbing activities in the vicinity of the deposit shall cease. The archaeological monitor shall be empowered to temporarily redirect demolition/excavation/pile driving/construction activities and equipment until the deposit is evaluated. If in the case of pile driving activity (foundation shoring, etc.), the archaeological monitor has cause to believe that the pile driving activity shall be terminated until an appropriate evaluation of the resource has been made in consultation with the ERO. The archaeological consultant shall immediately notify the ERO of the encountered archaeological deposit. The archaeological consultant shall make a reasonable effort to assess the identity, integrity, and significance of the encountered archaeological deposit, and present the finding of this assessment to the ERO.	Project Archaeologist, SFRA	On discovery of potentially CEQA significant archaeological deposit	SFRA	During project demolition, excavation, construction, remediation activities
Whether or not significant archaeological resources are encountered, the archaeological consultant shall submit a written report of the Finding of				

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
the monitoring program to the ERO.				
Archaeological Data Recovery Program (ARDP). The archaeological data recovery program shall be conducted in accord with an archaeological data recovery plan (ARDP). The archaeological consultant, project sponsor, and ERO shall meet and consult on the scope of the ARDP prior to preparation of a draft ARDP. The archaeological consultant shall submit a draft ARDP to the ERO. The ARDP shall indentify how the proposed data recovery program will preserve the significant information the archaeological resource is expected to contain. That is, the ARDP will identify what scientific/historical research questions are applicable to the expected resource, what data classes the resource is expected to possess, and how the expected data classes would address the applicable research questions. Data recovery, in general. should be limited to the portions of the historical property that could be adversely affected by the project. Destructive data recovery methods shall not be applied to portions of the archaeological resources if non destructive methods are practical.	Project Archaeologist, ERO, SFRA	On completion of archaeological data recovery	SFRA	Upon completion of archaeological monitoring program
	Project Archaeologist, ERO, SFRA	Prior to Archaeological data recovery	SFRA, ERO	Prior to archaeological data recovery
The scope of the ADRP shall include the following elements: • *Field Methods and Procedures*. Descriptions of proposed field strategies, procedures, and operations. • *Cataloguing and Laboratory Analysis,* Description of selected cataloguing system and artifact analysis procedures. • *Discard and Deaccession Policy.* Description of and rationale for field and post-field discard and deaccession policies. • *Interpretive Program.* Consideration of an on-site/off-site public interpretive program during the course of the archeological data recovery program. • *Security Measures.* Recommended security measures to protect the archeological resource from vandalism, looting, and nonintentionally damaging activities. • *Final Report.* Description of proposed report format and distribution of results. • *Curation.* Description of the procedures and recommendations for die curation of any recovered data having potential research value, identification of appropriate curation facilities, and a summary of the accession policies of the curation facilities				

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Human Remains, Associated or Unassociated Funerary Objects. The treatment of human remains and of associated or unassociated funerary objects discovered during any soils disturbing activity shall comply with applicable State and Federal Laws, including immediate notification of the Coroner of the City and County of San Francisco and in the event of the Coroner's determination that the human remains are Native American remains, notification of the California State Native American Heritage Commission (NAHC) who shall appoint a Most Likely Descendant (MLD) (Pub. Res. Code Sec. 5097.98). The archeological consultant, project sponsor, and MLD shall make all reasonable efforts to develop an agreement for the treatment of, with appropriate dignity, human remains and associated or unassociated funerary objects (CEQA Guidelines. Sec. 15064.5(d)). The agreement should take into consideration the appropriate excavation, removal, recordation, analysis, curation, possession, and final disposition of the human remains and associated or unassociated funerary objects.	Project Archaeologist, ERO, SFRA in consultation with the Corner of the City and County of San Francisco, Native American Heritage Commission, and Most Likely	Upon identification of human remains	SFRA, ERO	On discovery of human remains
Final Archeological Resources Report. The archeological consultant shall submit a Draft Final Archeological Resources Report (FARR) to the ERO that evaluates the historical of any discovered archeological resource and describes the archeological and historical research methods employed in the archeological testing/monitoring/data recovery program(s) undertaken. Information that may put at risk any archeological resource shall be provided in a separate removable insert within the draft final report. Copies of the Draft FARR shall be sent to the ERO for review and approval.				
Once approved by the ERO copies of the FARR shall be distributed as follows: California Archeological Site Survey Northwest Information Center (NWIC) shall receive one (1) copy and the ERO shall receive a copy of the transmittal of the FARR to the NWIC. Copies of the FARR shall be sent to the Agency. The Major Environmental Analysis division of the Planning Department shall receive three copies of the FARR along with copies of any formal site recordation forms (CA DPR 523 series) and/or documentation for nomination to the National Register of Historic Places/California Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above.	Project Archaeologist	Upon completion of FARR	SFRA, ERO	Upon completion of Draft FARR
		Submittal of		Completion of

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Register of Historical Resources. In instances of high public interest or interpretive value, the ERO may require a different final report content, format, and distribution than that presented above. Implementation of the measures listed above would reduce this impact to a ***less-than-significant level***.	Project Archaeologist	approved FARR and site records to NWIC	SFRA, ERO	archaeological field, analysis, interpretation, recordation program

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Mitigation 10-3: Disturbance of Unknown Archaeological Resources. The project applicant shall consult with the Major Environmental Analysis archaeologist at the San Francisco Planning Department prior to any development activity on the Schlage Lock site (i.e., Redevelopment Zone 1) and, at the direction of the Planning Department, shall undertake the following measures to avoid any potentially significant adverse impact on possible buried or submerged cultural resources. The project sponsor shall retain the services of a qualified archaeological consultant having expertise in California prehistoric and urban historical archaeology. The archaeological consultant shall undertake an archaeological monitoring program (AMP), and if triggered by the AMP, an archaeological data recovery program (ADRP), human remains treatment program, and/or final archaeological resources report (FARR), as specified under this mitigation heading in chapter 10 of this EIR and detailed in Mitigation 10-2. The archaeological consultants work shall be conducted in accordance with this measure at the direction of the City's Environmental Review Officer (ERO). Implementation of this measure would reduce the impact to a ***less-than-significant level.***	Project Applicant	Prior to demolition and grading permits; ongoing implementation as required by measure	SFRA, Planning Department	SFRA to require prior to demolition as part of Project level plan review; ongoing monitoring and consultation as required by measure
Mitigation 10-4: Accidental Discovery. For individual development projects in Redevelopment Zone 2, the project applicant shall consult with the Major Environmental Analysis archaeologist at the San Francisco Planning Department prior to any development activity and, at the direction of the Planning Department, shall undertake the following measures to avoid any potentially significant adverse impact on possible buried or submerged cultural resources. The project sponsor shall distribute the San Francisco Planning Department archaeological resource "ALERT" sheet to the project prime contractor; to any project subcontractor (including demolition, excavation, grading, foundation, pile driving, etc., firms); and utilities firm involved in soils disturbing activities within the project site. Prior to any soils disturbing activities being undertaken each contractor is responsible for ensuring that the "ALERT" sheet is circulated to all field personnel	Project Applicant	Prior to grading and demolition permits; ongoing implementation as required by measure	SFRA, Planning Department	Ongoing implementation as required by measure

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule

including, machine operators, field crew, pile drivers, supervisory personnel, etc. The project sponsor shall provide the City's Environmental Review Officer (ERO) with assigned affidavit from the responsible parties (prime contractor, subcontractors, and utilities firm) to the ERO confirming that all field personnel have received copies of the "ALERT" Sheet.

Should any indication of an archaeological resource be encountered during any soils disturbing activity of the project, the project Head Foreman and/or project sponsor shall immediately notify the ERO and shall immediately suspend any soils disturbing activities in the vicinity of the discovery until the ERO has determined what additional measures should be undertaken. Notification shall also include designated members of the community as appropriate.

If the ERO determines that an archaeological resource may be present within the project site, the project sponsor shall retain the services of a qualified archaeological consultant. The archaeological consultant shall advise the ERO as to whether the discovery is an archaeological resource, retains sufficient integrity, and is of potential scientific/historical/ cultural significance. If an archaeological resource is present, the archaeological consultant shall identify and evaluate the archaeological resource. The archaeological consultant shall make a recommendation as to what action, if any, is warranted. Based on this information, the ERO may require, if warranted, specific additional measures to be implemented by the project sponsor.

Measures might include: preservation in situ (in place) of the archaeological resource; an archaeological monitoring program; or an archaeological testing program. If an archaeological monitoring program or archaeological testing program is required, it shall be consistent with the City's Major Environmental Analysis (MEA) division guidelines for such programs. The ERO may also require that the project sponsor immediately implement a site security program if the archaeological resource is at risk from vandalism, looting, or other damaging actions.

The project archaeological consultant shall submit a Final Archaeological Resources Report (FARR) to the ERO pursuant to the

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
FARR content and distribution requirements described under this mitigation measure in chapter 10 of this EIR. Implementation of this measure would reduce the impact to a ***less-than-significant level.***				
Mitigation 10-5: Disturbance of Paleontological Resources If any paleontological resources are encountered during site grading or other construction activities, all ground disturbances shall be halted until the services of a qualified paleontologist can be retained to identify and evaluate the resource(s) and, if necessary, recommend mitigation measures to document and prevent any significant adverse effects on the resource(s), in accordance with standard professional practice. Implementation of this measure would reduce the impact to a ***less-than-significant level.***	Project Applicant	If triggered by 10-2;10-3 or 10-4	SFRA	Ongoing implementation as required by measure
HAZARDS AND HAZARDOUS MATERIALS				
Mitigation 11-1: Potential Impacts Due to Exposure to Existing Soil or Groundwater Contamination--Redevelopment Zone 2. Each developer of a site in Redevelopment Zone 2 shall be required to comply with all applicable existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements for soil, surface water, and/or groundwater contamination. In particular, these include the requirements of the City and County of San Francisco, RWQCB, and DTSC. Previous subsections 11.2.2 (City of San Francisco Hazardous Materials Regulations) and 11.2.3 (Environmental Site Assessment Procedures) herein summarize these requirements. Compliance with these existing local-, state-, and federal-mandated site assessment, remediation, and disposal requirements would be accomplished through the following steps:	Project Applicant	Application for development	DPH, DTSC, RWQCB	

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
(a) Soil Contamination. In order to mitigate potential health hazards related to construction personnel or future occupant exposure to soil contamination, developers would complete the following steps for each site proposed for disturbance as part of a Project-facilitated construction activity in Redevelopment Zone 2: Step 1. Investigate the site to determine whether it has a record of hazardous material discharge (Phase I environmental site assessment), and if so, characterize the site according to the nature and extent of soil contamination that is present (Phase 2) before development activities proceed at that site. Step 2. Based on the proposed activities associated with the future project proposed, determine the need for further investigation and/or remediation of the soils conditions on the contaminated site. For example, if the location is slated for commercial land use, such as a retail center, the majority of the site will be paved and there will be little or no contact with contaminated soil Industrial clean-up levels would likely be applicable. If the slated development activity could involve human contact with soils, such as may be the case with residential use, then Step 3 should be completed. If no human contact is anticipated, then no further mitigation is necessary. Step 3. Should the Phase 2 investigation reveal high levels of hazardous materials in the site soils, mitigate health and safety risks according to City of San Francisco, RWQCB, and DTSC regulations. This would include site-specific health and safety plans prepared prior to undertaking any building or utility construction. Also, if buildings are situated over soils that are significantly contaminated, undertake measures to either remove the chemicals or prevent contaminants from entering and collecting within the building. If remediation of contaminated soil is infeasible, a deed restriction would be necessary to limit site use and eliminate unacceptable risks to health or the environment.	Project Applicant	Applicant for Development	DPH, DTSC, RWQCB	RWQCB prior to site development; DPH and depending on the improvement DBI or DWP

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
(b) Surface or Groundwater Contamination. In order to reduce potential health hazards due to construction personnel or future occupant exposure to surface water or groundwater contamination, developers would complete the following steps for each site proposed for disturbance as part of a Project-facilitated construction activity in Redevelopment Zone 2: Step 1. Investigate the site to determine whether it has a record of hazardous material discharge into surface or groundwater, and if so, characterize the site according to the nature and extent of contamination that is present before development activities proceed at that site. Step 2. Install drainage improvements in order to prevent transport and spreading of hazardous materials that may spill or accumulate on-site. Step 3. If investigations indicate evidence of chemical/environmental hazards in site surface water and/or groundwater, then mitigation measures acceptable to the RWQCB and DTSC would be required to remediate the site prior to development activity. Step 4. Inform construction personnel of the proximity to recognized contaminated sites and advise them of health and safety procedures to prevent exposure to hazardous chemicals in surface water/groundwater. Compliance by future, individual, site-specific developments in Redevelopment Zone 2 with established regulations (accomplished through the steps outlined above) would adequately assure that associated potential health and safety impacts due to exposure to existing soil and groundwater contamination would be ***less-than-significant.***	Project Applicant	Applicant for Development	DPH, DTSC, RWQCB	RWQCB prior to site development; DPH and depending on the improvement DBI or DWP
HYDROLOGY AND WATER QUALITY				
Mitigation 12-1A: Potential Water Quality Impact Due to Increased	Project Applicant	Submit as part of	DPW, DBI,	Review as part of

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Stormwater Runoff. To comply with anticipated SFPUC regulations regarding stormwater runoff from Redevelopment Zone 1, the developer(s) shall refine the individual development design(s) for Zone 1 as necessary to: (1) provide retention storage facilities and/or detention treatment facilities as needed to ensure that at least 80 percent of total annual runoff either remains on-site or receives an approved level of water quality treatment before discharge into the combined sewer system; and (2) provide a minimum of 25 percent of the surface of setbacks to be pervious. Implementation of these measures would reduce the water quality impact associated with future development of Zone 1 to a ***less-than-significant level***.		subdivision improvement plans	SFPUC	design and construction plans
Mitigation 12-1B. Stormwater design requirements similar to those described above for the Zone 1 development shall also be applied to individual infill developments in Zone 2 that meet the proposed SFPUC minimum size criteria. Implementation of these measures would reduce the water quality impact associated with future development of these parcels to a **less-than-significant level**.				
Mitigation 12-2: Increased Risk of Soil Erosion and Contaminant Spills During Project Remediation and Construction. For future development within Zone 1, design requirements and implementation measures for minimizing Project-generated erosion and for controlling fuel/hazardous material spills would be set forth in the Zone 1 SWPPP, in accordance with SWRCB and RWQCB design standards. During construction, the SFDPW would monitor implementation of the approved SWPPP. This plan shall include, at a minimum, the following or similar actions: ▪ Following demolition of existing improvements, stabilize areas not scheduled for immediate construction with planted vegetation or erosion control blankets; ▪ Collect stormwater runoff into stable drainage channels from small drainage basins, to prevent the buildup of large, potentially erosive stormwater flows; ▪ Direct runoff away from all areas disturbed by construction; ▪ Use sediment ponds or siltation basins to trap eroded soils before runoff is discharged into on-site channels or the combined sewer system; ▪ To the extent possible, schedule major site development work	DBI, SFPUC and or SFRA, and individual development applicants	Infrastructure plans with first major phase	SFPUC	Review as part of design and construction plans

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
involving excavation and earthmoving activities during the dry season (May through September); ▪ Develop and implement a program for the handling, storage, use, and disposal of fuels and hazardous materials. The program should also include a contingency plan covering accidental hazardous material spills; ▪ Restrict vehicle cleaning, fueling, and maintenance to designated areas for containment and treatment of runoff; and ▪ After construction is completed, inspect all on-site drainage facilities for accumulated sediment, and clear these facilities of debris and sediment as necessary. Implementation of these measures would reduce the risk of soil erosions and contaminant spills during Project remediation and construction to a ***less-than-significant level.***				

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
NOISE				
Mitigation 13-1: Project-Facilitated Remediation-, Demolition-, and Construction-Period Noise. Reduce redevelopment program-related individual project remediation-, demolition-, and construction-period noise impacts on nearby residences and businesses by incorporating conditions in project demolition and construction contract agreements that stipulate the following conventional noise abatement measures: ▪ *Remediation and Construction Plans.* For major noise generating remediation and construction activities, prepare detailed remediation and construction plans identifying schedules. The plans shall indentify a procedure for coordination with nearby noise ▪ *Remediation and Construction Scheduling.* Ensure that noise generating remediation and construction activity is limited to between the hours of 7:00AM to 8:00PM, Monday through Friday, and noise levels generated by construction are prohibited on Saturdays, Sundays, and holidays (San Francisco Municipal Code Section 2908) ▪ *Remediation and Construction Equipment Noise Limits.* Limit all powered remediation and construction equipment to a noise level of 80 dBA or less when measured at a distance of 100 feet or an equivalent sound level when measured at some other convenient distance (San Francisco Municipal Code Section2907) ▪ *Impact Tools and Equipment.* Equip all impact tools and equipment with intake and exhaust mufflers that are in good condition and appropriate for the equipment. Equip all pavement breakers and jackhammers with acoustically attenuating shields or shrouds that are in good condition and appropriate for the equipment (San Francisco Municipal Code Section 2907) ▪ *Equipment Locations.* Locate stationary noise-generating equipment as far as possible from sensitive receptors when sensitive receptors adjoin or are near a remediation or construction site. ▪ *Remediation and Construction Traffic.* Route all remediation and construction traffic to and from the sites via designated truck routes where possible. Prohibit remediation- and construction-	DBI, DPW and/or SFRA and individual development applicants	Provide information regarding compliance prior to construction	SFRA, DPW, DBI	DPW/DBI to review information prior to prior to construction site permit.

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
related heavy truck traffic in residential areas where feasible. ▪ *Quiet Equipment Selection.* Use quiet equipment, particularly air compressors wherever possible. ▪ *Temporary Barriers.* Construct solid plywood fences around remediation and construction sites adjacent to residences, operational businesses, or noise-sensitive land uses. ▪ *Temporary Noise Blankets.* Temporary noise control blanket barriers should be erected, if necessary, along building facades of construction sites. This mitigation would only be necessary if conflict occurred which were irresolvable by proper scheduling. (Noise control blanket barriers can be rented and quickly erected.) *Noise Disturbance Coordinator.* For Zone 1 remediation and larger individual construction projects, the City may choose to require project designation of a "Noise Disturbance Coordinator" who would be responsible for responding to any local complaints about remediation or construction noise. The Disturbance Coordinator would determine the cause of the noise complaint (e.g. starting too early, bad muffler, etc.) and institute reasonable measures to correct the problem. Conspicuously post a telephone number for the Disturbance Coordinator at the remediation/construction schedule. (The project sponsor should be responsible for designating a Noise Disturbance Coordinator, posting the phone number, and providing schedule notices. The Noise Disturbance Coordinator would work directly with an assigned City staff member). Implementation of these measures would reduce this intermittent, short-term, Project remediation- and construction period noise impact to a ***less-than significant level.***				
Mitigation 13-2: Project-Facilitated Groundborne Vibration Levels. Prior to the development of habitable buildings within 110 feet of the centerline of the nearest railroad tracks, or within 55 feet of the light rail tracks, a site-specific vibration study shall be required demonstrating that ground borne vibrations associated with rail operations either (1) would not exceed the applicable FTA ground borne vibration impact assessment criteria (see Table 13.5 of this EIR), or (2) can be reduced to below the	DBI, DPW and/or SFRA and Individual development applicants	Schematic design approval	SFRA, DPW, DBI	DPW/DBI to review information prior to issuance of construction site permit

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
applicable FTA criteria thresholds through building design and construction measures (e.g., stiffened floors). Implementation of this measure would reduce this potential intermittent vibration impact to a ***less than significant level.***				
Mitigation 13-3: Potential Exposure of New, Project-Facilitated Noise-Sensitive Development to Ambient Noise Levels Exceeding Standards. Site-specific noise studies consistent with the requirements of the State Building Code (SBC) shall be conducted for all new Project-facilitated residential uses within 75 feet of the Caltrain line and along the Bayshore Boulevard frontage to identify appropriate noise reduction measures to be included in project final design. Each noise study must be submitted to and approved by the San Francisco Planning Department and/or the San Francisco Redevelopment Agency prior to City issuance of a residential building permit. Identified noise reduction measures may include: ▪ Site planning techniques to minimize noise in shared residential outdoor activity areas by locating such noise-sensitive areas behind buildings or in courtyards, or by orienting residential terraces to alleyways rather than streets, whenever possible; ▪ Incorporation of an air circulation system in all affected units, which is satisfactory to the San Francisco local building official, so that windows can remain closed to maintain interior noise levels below 45 dBA L_{dn}; and ▪ Incorporation of sound-rated windows and construction methods in residential units proposed along streets or the Caltrain line where noise levels would exceed 70 dB L_{dn}; and ▪ Pre-Occupancy noise testing following a methodology satisfactory to the San Francisco Department of Health shall be completed prior to occupancy to demonstrate compliance with noise mitigation objectives. Noise levels at multi-family residential property lines around Project-facilitated development should be maintained at an L_{eq} not in excess of 60 dBA during the daytime hours and 50 dBA during nighttime hours (10:00 P.M. to 7:00 A.M.), unless ambient noise levels are higher. In those cases, the existing ambient noise level would be the noise level standard.	Project Applicant Project Applicant	Schematic design approval Schematic design approval	SFRA, Planning Department SFRA, Planning Department	Review in all design documents Review in all design documents

Mitigation Measure	Responsibility for Implementation	Mitigation Schedule	Monitoring Responsibility	Monitoring Actions/Schedule
Individual development applicants noise level would be the noise level standard. Implementation of these measures to the satisfaction of the San Francisco Planning Department and/or the San Francisco Redevelopment Agency would reduce potential Project related noise impacts on new residential uses to a ***less-than significant level.***				
UTILITIES AND SERVICE SYSTEMS				
Mitigation 15-1: Solid Waste Diversion Impacts. The City and/or Agency shall require that final architectural designs for individual developments permitted in the Project Area indicate adequate space in buildings to accommodate three-bin recycling containers, as detailed under this mitigation in section 15.3 (Solid Waste Disposal/Recycling) of this EIR. The City shall ensure that these provisions are included in Project-facilitated building construction prior to issuance of a Certificate of Occupancy. Implementation of this measure would reduce this impact to a ***less-than-significant level.***	Department of the Environment and/or SFRA and individual development applicants	Each development or schematic design application	Department of the Environment	Review within each design document

VISITACION VALLEY REDEVELOPMENT PROGRAM
IMPROVEMENT MEASURES

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/ Schedule
TRANSPORTATION AND TRAFFIC				
Improvement Measure for Impacts 8-1 and 8-9 Add bus signal prioritization for all signal improvements along Bayshore Boulevard to improve transit and traffic flows.	MTA	Second phase of development	MTA	
Improvement Measure for Impacts 8-1 **Bayshore Boulevard/Visitacion:** The Agency will study the possibility of restriping the existing Visitacion Avenue connection to the west side of Bayshore Boulevard (now two travel lanes—one eastbound and one westbound) to create three lanes—one shared left through eastbound lane, one exclusive right-turn eastbound lane, and one westbound through lane. There are secondary impacts on traffic and bus operation associated with these striping changes. Implementation of this improvement measure is contingent upon future bus operations and parking demand.	SFRA	Second phase of development	MTA	
Improvement Measure for Impacts 8-1 **Bayshore Boulevard/Sunnydale:** The Agency will study the possibility of restriping the existing Sunnydale Avenue connection to the west side of Bayshore Boulevard (now two travel lanes—one eastbound and one westbound) to create three lanes—one shared left through eastbound lane, one exclusive right-turn eastbound lane, and one westbound through lane. There are secondary impacts on traffic and bus operation associated with these striping changes. Implementation of this improvement measure is contingent upon future bus operations and parking demand.	SFRA	Second phase of development	MTA	
Improvement Measure for Impacts 8-1A and 8-9 Study shared use of LRV lane by buses to alleviate transit and traffic conflicts and improve anticipated delays for bus routes.	MTA	Second phase of development	MTA	

Improvement Measures	Improvement Responsibility	Improvement Schedule	Monitoring Responsibility	Monitoring Actions/ Schedule
Improvement Measure for Impact 8-3 Queuing Impacts Study new Brisbane roadway connections that will be developed south of the site to improve access and alleviate queuing congestion.	SFRA/MTA/City of Brisbane	Second phase of development	SFRA,MTA	
Improvement Measure for Impacts 8-1, 8-3 and 8-9 Study bus route configuration and bus stop relocations to minimize traffic and transit delays along Bayshore Boulevard.	MTA	First phase of development	MTA	
Improvement Measure for Impact 8.8 Study transportation incentives to promote rail travel for Visitacion Valley residents, once Caltrain electrification takes place and Bayshore station receives more trains.	MTA/Developer	First phase of development	Developer. MTA	Subject to Caltrain electrification schedule
Improvement Measure for Impact 8.8 Facilitate the construction of a temporary pathway to the Caltrain Station from Bayshore Boulevard.	SFRA/City of Brisbane	First phase of development	Developer, SFRA	
Improvement Measure for Impact 8.8 The City will work with the Bi-County Study team and CalTrans to explore the utilization of HOV lanes and ramp meters in San Mateo to reduce SOV.	MTA, SFRA	First phase of development	MTA, SFRA	
Improvement Measure for Pedestrian Safety Condition In addition to the traffic calming measures described in the Design for Development, implement Bayshore Boulevard pedestrian safety measures, such as speed radar signs on Bayshore, enhanced crosswalk marking, additional signage and motorist education for the Visitacion Valley neighborhood.	MTA	First phase of development	MTA	



SAN FRANCISCO
PLANNING
DEPARTMENT

The Visitacion Valley/Schlage Lock Design for Development (D4D) document provides a design framework for transforming the Schlage Lock site into a walkable neighborhood and for creating strong connections to the existing Visitacion Valley community. This document includes design controls for development on the Schlage Lock Site, as well as design guidelines for the Schlage Lock site and nearby segments of Leland Avenue and Bayshore Boulevard.

The D4D document works in concert with several related implementation documents and requirements, including the following:

Development Agreement between the City of San Francisco and Visitacion Valley Development, LLC, establishes the terms and responsibilities for the development of the Schlage Lock Site and provision of community benefits.

Open Space and Streetscape Master Plan establishes schematic designs for new parks, open space and streets on the Schlage Lock site. It includes material palettes, as well as planting, lighting, stormwater, public art and furnishing plans.

Infrastructure Master Plan defines the infrastructure improvements required to construct the Schlage Lock Site, including environmental remediation, grading, water and sewer systems, stormwater management, and street improvements.

Transportation Demand Management Plan provides a combination of land use, infrastructure improvements, and supporting programs to increase the likelihood of shifting transportation modes away from driving alone. It includes measures which mitigate environmental impacts and additional measures pursuant to the Development Agreement.

Special Use District in the Planning Code includes additional building standards and development procedures to those included in the D4D.

CONTENTS

PART I: VISION, GOALS AND FRAMEWORK 2
Introduction & Project Background 2
Goals For The Schlage Lock Site 8
Existing Conditions 9
Urban Design Framework 20

PART II: DEVELOPMENT CONTROLS & GUIDELINES 34
LAND USE 36
BUILDING FORM 38
Building Height 38
Density 40
Massing 40
Setbacks 46
Retail Entrances 46
Residential Entrances 48
Facade Design 49
Roof Design 51
Private Open Space 51
Lighting 54
Signage 55
Visual Screens and Sound Buffers 55
SUSTAINABLE SITE DEVELOPMENT 56
TRANSPORTATION, PARKING & LOADING 57
Transportation Demand Management 57
Off-Street Parking Requirements 58
Off-Street Loading 58
Curb Cuts / Driveways and Garage Doors 58
PUBLIC REALM - STREETS, BLOCKS AND OPEN SPACE 59
Street Grid / Block Layout 59
Street and Pathway Design 59
Public Open Space 64

APPENDIX 67

FIGURES

Figure 1-1 Visitacion Valley/Schlage Lock Special Use District (SUD) Area 4
Figure 1-2 SUD Area and Surrounding Neighborhoods 9
Figure 1-3 Existing Circulation Conditions 12
Figure 1-4 Remediation on the Schlage Lock Site 15
Figure 1-5 Land Use Context 16
Figure 1-6 Projects Underway in the Plan Vicinity 18
Figure 1-7 Urban Design Concept Plan 23
Figure 1-8 Development and Heights of Schlage Lock Site 24
Figure 1-9 Pedestrian Connections 27
Figure 1-10 Open Space Plan 29
Figure 2-1 Special Use District (SUD) Area 35
Figure 2-2 Required Ground Floor Frontages 37
Figure 2-3 Height Map 39
Figure 2-4 Heights, Concept View from South 41
Figure 2-5 Concept Sketch, View from South 43
Figure 2-6 Required Setbacks 45
Figure 2-7 Open Space Map (with Blanken Park Alternative) 53
Figure 2-8 Circulation Map 61
Figure 2-9 Bayshore Boulevard and Leland Avenue Intersection Concept Plan 62
Figure 2-10 Leland Avenue Section at Leland Park 62
Figure 2-11 Street A, cross section between Block 2 and Block 10 64

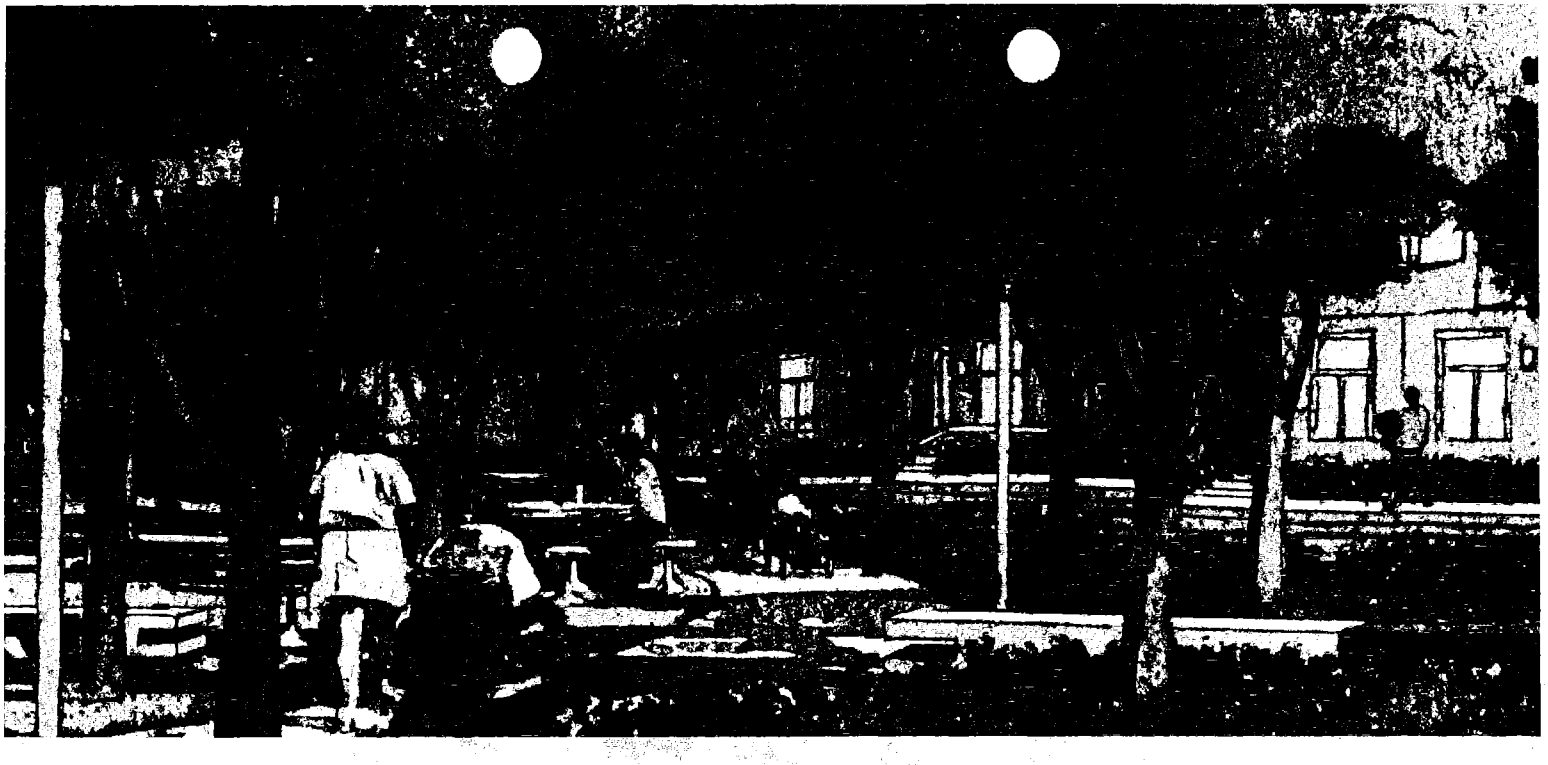


VISION, GOALS & FRAMEWORK

INTRODUCTION & PROJECT BACKGROUND

Project Background

Community interest in redeveloping the long-dormant Schlage Lock site has been growing since the factory's closure in 1999. Active efforts for change began in earnest in 2000, catalyzed by a proposal for a Home Depot on the site. The proposal met with community opposition. The Board of Supervisors imposed interim zoning controls on the site to prevent construction of a large retail use and to encourage the long-term planning of the site. Supervisor Sophie Maxwell sponsored several workshops in 2001 to begin a conversation about the future of the site, including clean-up of contamination remaining from its industrial past. In partnership, the Planning Department, San Francisco Planning and Urban Research (SPUR) and the Visitacion Valley Planning Alliance applied for a Metropolitan Transportation Commission's Transportation for Livable Cities grant to hold a second series of workshops to establish a vision for the Schlage Lock site. The result was the "Visitacion Valley/Schlage Lock Community Planning Workshop, a Strategic Concept Plan and Workshop Summary," (*Strategic Concept Plan*) published in July 2002, which called for site redevelopment that protects community health, creates housing opportunities, and provides neighborhood-serving retail, community services and open space.

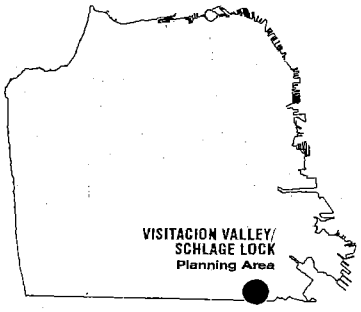


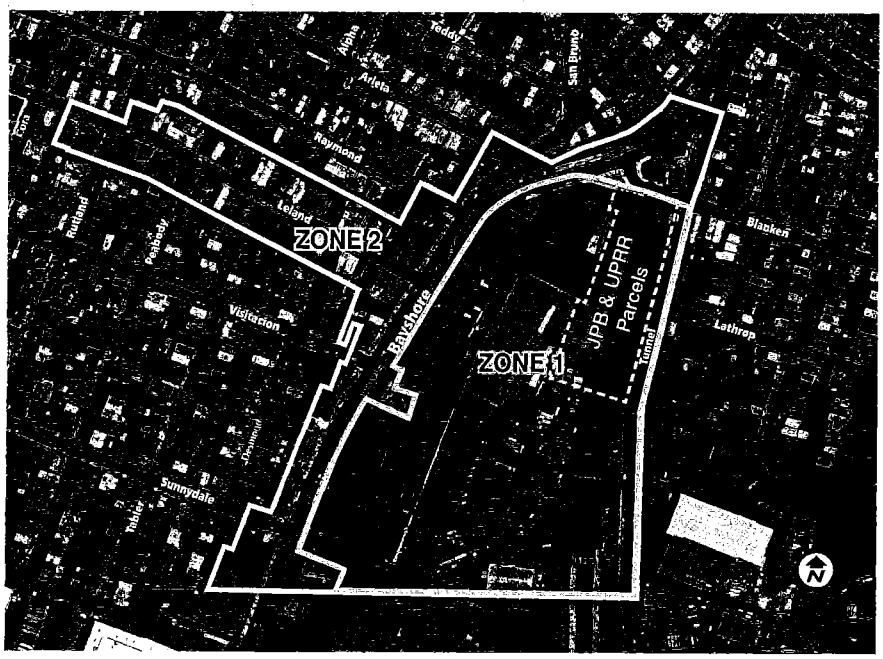
In 2005, Supervisor Maxwell, the Planning Department, and the Office of Economic and Workforce Development began a new community design process to refine the site plans for the Schlage Lock site, develop permanent land use and development controls, and to initiate a Redevelopment Survey Area for Visitacion Valley. The Board of Supervisors designated Visitacion Valley as a Redevelopment Survey Area by Resolution No. 424-05 on June 07, 2005. Building upon the 2001 workshops, the Strategic Concept Plan and the 2004 public workshop series related to streetscape improvements on Leland Avenue raised awareness of the natural and built environment of Visitacion Valley and its watershed. What began as a project with the fundamental goal of protecting people's health evolved into the broader objective of revitalizing one of the City's historically overlooked neighborhoods into a model of sustainable design and redevelopment.

Based on input from members of the public and the Visitacion Valley Citizens' Advisory Committee (CAC) made up of volunteers representing homeowners, residents, businesses and local organizations, the City effort culminated in the 2009 Visitacion Valley Redevelopment Plan. An earlier draft of this Design for Development (D4D) document was a companion to the Redevelopment Plan.

When California eliminated its Redevelopment Agencies in February 2012, the City of San Francisco initiated new efforts to achieve the Redevelopment Plan's goals in the face of reduced public funding. The Planning Department, Office of Community Investment and Infrastructure (the Successor Agency to the Redevelopment Agency), and Office of Economic and Workforce Development partnered with the owner/project sponsor Universal Paragon Corporation (UPC) and the community to transform the Schlage Lock site. The partnership evaluated the Project's feasibil-

FIGURE 1-1
Visitacion Valley/Schlage Lock Special Use District (SUD) Area





ity and additional tools to improve the site without the Redevelopment Agency's funding mechanisms.

After two years, four community workshops, and several meetings and resolutions of the Visitacion Valley/Schlage Lock Advisory Body (made up of members of the former CAC), the renewed effort culminated in a Development Agreement (DA) with the project sponsor, a new Special Use District in the Planning Code, an Open Space and Streetscape Master Plan (OSSMP), and this Design for Development document to guide building design and urban form.

Project Area

The Visitacion Valley/Schlage Lock Special Use District (herein referred to as the "Special Use District") includes the vacant, former Schlage Lock industrial site, adjacent vacant parcels owned by Union Pacific Railroad (UPRR) and the Peninsula Corridor Joint Powers Board (JPB), and existing properties fronting on Bayshore Boulevard and the Visitacion Valley neighborhood's commercial corridor of Leland Avenue.

The Special Use District (SUD) area shown in Figure 1-1, includes two Development Districts designated as Zone 1 and Zone 2. Zone 1 (the "Site") has been environmentally mitigated and will be significantly redeveloped. It includes the Schlage Lock and former Southern Pacific Railroad properties. Zone 2 contains the properties along Bayshore Boulevard west of the Schlage site and properties along Leland Avenue from the Schlage Lock Site in the east to the Visitacion Valley Library and Rutland Street in the west.

How to use the Design for Development document

This Design for Development (D4D) document, together with the SUD, Section 249.45 of the Planning Code, guides, controls and regulates growth and development in the SUD area. The D4D builds on the Schlage Lock Strategic Concept Plan published in 2002, the former Redevelopment Plan, and input from the CAC and members of the community.

Other documents also set the terms for developing the Schlage Lock site. These include the Development Agreement (DA), the Open Space and Streetscape Master Plan (OSSMP), the Infrastructure Master Plan, and the Transportation Demand Management (TDM) Plan. Outlined at the beginning of this D4D, they work in concert to define, guide and regulate City and developer responsibilities, improvements and buildings on the site.

This 2014 document will replace the Design for Development document adopted in 2009.

Part I of the Design for Development provides background information on the SUD area and relevant changes in and near Visitacion Valley. It describes the planning process to date, outlines community goals for the area, and provides the urban design framework for redeveloping the Schlage Site.

Part II of the Design for Development contains *Development Controls* to direct future development in Zone 1 and *Design Guidelines* to guide development in the entire SUD (Zones 1 and 2). The Development Controls and Design Guidelines, in tandem with the SUD and underlying San Francisco Planning Code requirements, regulate development within the Project Area. Both the Development Controls and Design Guidelines in the D4D supersede the Planning Code unless otherwise noted in this document or stated in the SUD.

Within Zone 1, the former Schlage Lock site, the Development Controls and Design Guidelines specify the location and basic dimensions for new streets and sidewalks, the location and amounts of publicly accessible open spaces, landscaping and other infrastructure improvements. They also regulate and guide land use, new construction, including residential and commercial building design elements, building massing, parking controls and the relationship of buildings to the public realm. Where the D4D is silent, the underlying Planning Code will regulate development.

Within Zone 2, new development on private and publicly-owned property is subject only to the Design Guidelines component of the D4D. The Design Guidelines are the main criteria behind design review and approval of individual projects in Zone 2, therefore projects should be consistent with the Design Guidelines. Changes in use, demolitions, reconstruction and additions to existing structures shall also be subject to these Design Guidelines. In this Zone, the Planning Code will regulate





the mandatory aspects of development (such as land use, height and massing) and the Development Controls shall not apply.

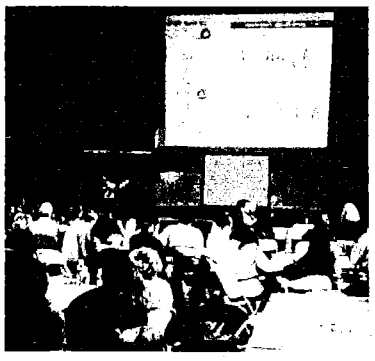
In addition to being required to follow the Development Controls, the Design Guidelines and the regulations of the Planning Code, development within the Project Area will be subject to a design review procedure. The procedure is established in the SUD in the Planning Code, and a broad outline of the design review process is provided in Appendix F. Public infrastructure such as streets and park design will also be subject to review by appropriate City Departments as spelled out by the SUD and the DA.

Implementation of the Design for Development for the Schlage Lock site and the terms of the Development Agreement will be shared between the project sponsor and the City. The DA requires compliance with the land use plan, design controls and guidelines, as well as the provision of opportunities for community participation and a suite of community benefits.

Design for Development Amendment

If it becomes necessary and appropriate to amend the D4D document, amendments shall be approved by the San Francisco Planning Commission after a public hearing to receive public comment on the proposed amendment. The Planning Department will pursue amendments to the D4D as needed to adapt to future changes in the Planning Code. Amendments to the Design for Development must be consistent with the San Francisco General Plan and are subject to California Environmental Quality Act (CEQA). Substantive changes may require accompanying amendments to the San Francisco General Plan and Planning Code, both of which require approval of ordinances by the Planning Commission, Board of Supervisors and Mayor.

Public Process





The original Visitacion Valley Schlage Lock Design for Development that accompanied the Redevelopment Plan was the product of a series of focused public planning sessions that took place between September 2006 and August 2007. The process included monthly Community Advisory Committee (CAC) meetings and five public workshops attended by neighborhood residents, business owners, and members of the public. San Francisco Redevelopment Agency and Planning Department staff organized the meetings. Staff from other City Departments also participated in CAC meetings and public workshops. A list of the public workshop topics is provided below.

- Workshop 1: Toward a Framework Plan – August 28, 2006
- Workshop 2: Preliminary Urban Design – October 14, 2006
- Workshop 3: Urban Design – January 6, 2007
- Workshop 4: Sustainable Site Design and Buildings – May 5, 2007
- Workshop 5: Building Form and Design Character – August 4, 2007

The 2014 revisions to the Design For Development resulted from a series of focused public workshops between October 2012 and March 2014. In addition to four public workshops attended by residents, business owners and members of the public, the process included periodic open meetings with an Advisory Body – a group of former CAC members serving in an advisory role and helping to facilitate the transition in accordance with the original Redevelopment Area vision[1]. Planning Department staff led the public process with staff from the Office of Economic Development, and other City Departments also participated in the public meetings. A list of the public workshop topics is provided below.

- Community Meeting 1: Post-Redevelopment Update, Community Priorities, Phase 1 Goals – October 12, 2012
- Community Meeting 2: Potential Funding Strategies & Site Plan Changes – January 12, 2013
- Community Meeting 3: Final Site Plan Revisions & Leland Greenway Programming – May 18, 2013
- Community Meeting 4: Development Agreement Overview - March 22, 2014

Descriptions of both workshops series are contained in Appendix B.

Public engagement will continue throughout the course of the project. Specific phases of development and public improvements are subject to additional community review, including a pre-application meeting, post-application meetings, and an official notification as specified by the SUD and described in Appendix F.

1 The dissolution of the Redevelopment Agency entailed the dissolution of the CAC, which was created by the Agency.

GOALS FOR THE SCHLAGE LOCK SITE

Early in the Site's planning history, the Visitation Valley community made clear a number of primary objectives for change in their community, relating to health, safety, and economic development. Community members called for toxic issues on the Site to be remedied through redevelopment; for diverse housing opportunities; for pedestrian and personal safety to be increased through careful street, intersection and project design; and for economic stimulus, including new jobs and new retail including a grocery store, to jump-start the existing neighborhood retail corridors on Leland Avenue and Bayshore Boulevard and provide retail and services for the surrounding community.

As visioning for the Site progressed, the community members began articulating goals that went beyond those limited to the Schlage Lock site to address Citywide and even regional issues including brownfield remediation, economic development, affordable housing, comprehensive open space planning, leading to the identification of watershed-based problems tied to environmental, economic and social networks that reaches far beyond the San Francisco county line. This understanding broadened into an underlying infrastructure of regional planning and responsibility and ultimately led to a primary site objective to create a development that could serve as a model for sustainable urban design for Visitacion Valley and the region.

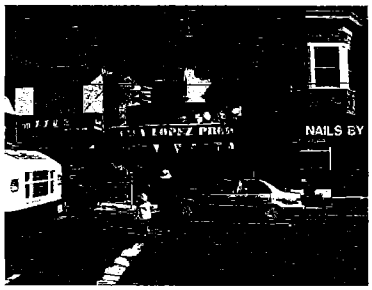
The goals for the Schlage Lock site lead toward the kind of growth that will improve the overall quality of the community and the region – economic growth, transit-oriented growth, and improvements in quality of life. The community articulated goals to create a livable, mixed use urban community with a pedestrian-oriented environment; create a site design that encourages walking; and encourages the use of transit: a network of well-designed open spaces, public resources and amenities. Community members articulated the fundamental goals of providing new housing to address community and Citywide housing needs; and of utilizing economic development to instigate revitalization of the Leland Avenue corridor. The community goals, assembled and drafted by the CAC and included as full text in Appendix C, were intended to lead to a demonstration project for sustainable growth that will be looked at as a model across the City and the region.

When the City initiated new efforts to move forward the transformation of the Schlage Lock site, community participants were asked to rank in order of their priority, the goals and objectives that were generated in the 2009 Redevelopment Plan and Design for Development. The community's top priorities were a neighborhood grocery store, and new open spaces. Also important to participants were area circulation improvements, retail and affordable housing.

EXISTING CONDITIONS

Project Area Context

The Special Use District contains the former Schlage Lock Company industrial site; two adjacent parcels owned by the Union Pacific Railroad (UPRR) and the Peninsula Corridor Joint Powers Board (JPB); the segment of Bayshore Boulevard adjoining the Schlage site, a major North-South thoroughfare that historically accommodated a streetcar system and light industrial uses; and Leland Avenue, the commercial center of the neighborhood.



Active street life on Leland Avenue

Visitacion Valley is located in the southeast quadrant of San Francisco. Visitacion Valley is bounded to the west and north by McLaren Park, to the east by Highway 101 and to the south by the San Francisco / San Mateo County line. It contains mostly two to three story buildings with a variety of architectural styles. The area also includes considerable public open space, including McLaren Park, the second largest park in the City (317 acres) and the Visitacion Valley Greenway, a linear system of open space lots connecting to Leland Avenue. Just east of the Schlage Lock site is the Little Hollywood neighborhood. Little Hollywood is comprised predominantly of California bungalow-style architecture and Mediterranean style architecture constructed in the 1920's and 1930's.


An intersection along Leland Avenue

The Schlage Lock Site, a 20 acre-brownfield, is located between Visitacion Valley and Little Hollywood. The Site is bounded on the East by the Southern Pacific Railroad right-of-way and Tunnel Avenue and on the west by Bayshore Boulevard. Figure 1-2 shows the Site and its context.

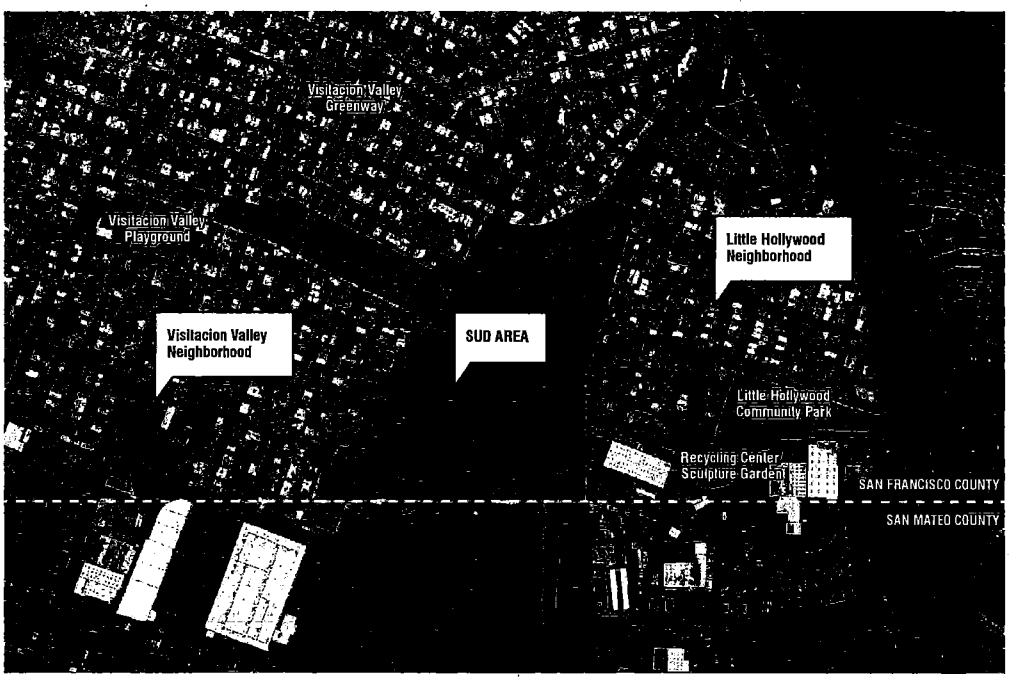
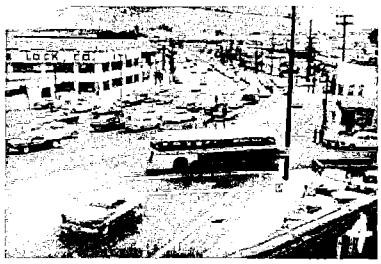


FIGURE 1-2
SUD Area and Surrounding Neighborhoods



The Schlage Lock Factory on opening day June 25, 1926



View towards Schlage Lock Site along Bayshore Avenue

History of Visitacion Valley

The northern portion of the San Francisco Peninsula was home to the Yelamu Tribe of the Ohlone Indians. A distinct village group of the Yelamu traveled between two settlements in the Visitacion Valley area. European settlement of Visitacion Valley began in the 1850's, when people began to establish farms and plant nurseries. Initially the area was primarily rural and agricultural, but by the early 1900's, some farmland was subdivided into residential lots. The agrarian character of Visitacion Valley began to shift in the early 20th century, when streetcar lines were extended to the area providing convenient access to downtown San Francisco, supporting more intensive land uses.

Additional infrastructure development supported further growth in Visitacion Valley. The Southern Pacific Railroad Company freight line, constructed in the early 20th century, helped spur industrial development in the area when it constructed a freight station in Visitacion Valley, providing convenient access to materials as well as to local and national markets. The Schlage Lock Company located its manufacturing facility in Visitacion Valley in part because of its proximity to the Southern Pacific Railroad freight station, as well as the availability of labor. As Visitacion Valley grew from a rural agricultural settlement to a mixed-use neighborhood with residential and industrial uses, Bayshore Boulevard became a major north/south road providing access between San Francisco, Brisbane and San Bruno to the south. As the neighborhood grew, Leland Avenue became its commercial center.

The Project site was long home to manufacturing and industrial uses. The site was formerly occupied by two major companies: the Schlage Lock Company (the western part of the site) and the Southern Pacific Railroad Company (on the east side of the site). The property along Tunnel Avenue was owned by the Southern Pacific Rail-

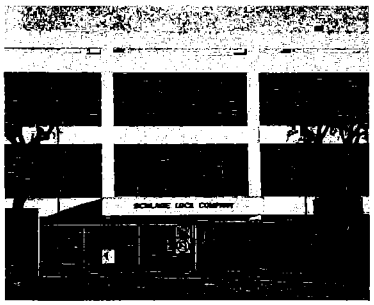
road Company since the turn of the twentieth century. The tracks are now used by Caltrain, which provides passenger rail service between San Francisco and San Jose.

In the early part of the 20th century, Bodinson Manufacturing Machinery purchased undeveloped land at the western portion of the site along what is currently Bayshore Boulevard. Construction of the company's factory on the site was the first step toward the development of Visitacion Valley as a neighborhood of commerce linked by transportation to downtown San Francisco.

The Schlage Lock Company purchased the property from Bodinson Manufacturing Machinery and opened its office and manufacturing facilities on June 25th 1926. Its property was bordered on the east side by the Southern Pacific Railroad tracks and on the west side by Bayshore Boulevard, an historic main North-South connector. The presence of the Southern Pacific Railroad presumably influenced Walter Schlage's decision to locate his company's headquarters in the area.



An office structure on the Schlage Lock site, 1926



Schlage Lock Company Headquarters

In 1974, Ingersoll Rand, a diversified industrial company, purchased the Schlage Lock Company, and continued manufacturing products under the Schlage Lock Company name. In 1999, Ingersoll Rand decided to end business activity at the Schlage Lock Visitacion Valley factory and to move production to another location. The buildings on the Schlage Lock site have been closed and vacant since that time.

Geography and Topography

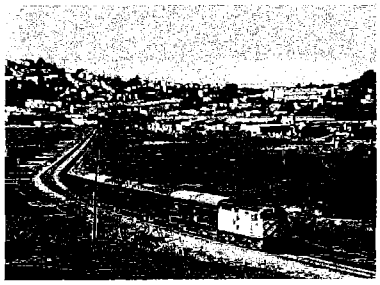
The Project Area is located in the southeast quadrant of San Francisco, immediately north of the San Francisco / San Mateo county line. San Mateo County and the Cities of Brisbane and Daly City lie to the south. The Visitacion Valley watershed slopes from northwest to southeast toward the San Francisco Bay. The highest elevation on the Schlage site is located at Bayshore Boulevard and Blanken Street; the lowest elevation is located on the southeast corner of the site along the Sunnydale Avenue alignment.

Infrastructure/ Utilities

The area is served by the City's Combined Sewer System (CSS), which collects stormwater and wastewater in a single sewage system and conveys it to the Southeast Water Pollution Control Plant, at 750 Phelps Street in the Bayview Hunters Point neighborhood. Almost all of the combined stormwater and wastewater is discharged to the Bay only after treatment and disinfection. But high volumes of stormwater generated by large storms can exceed the treatment and storage capacity of the CSS. During these events, stormwater combined with small volumes of untreated wastewater are released to the Bay as combined sewer discharges. To help manage stormwater, the City enacted the Stormwater Management Ordinance, and Stormwater Design Guidelines, which require this project to decrease the rate and volume of stormwater from the site through the implementation of green infrastructure.



The new Muni T-line



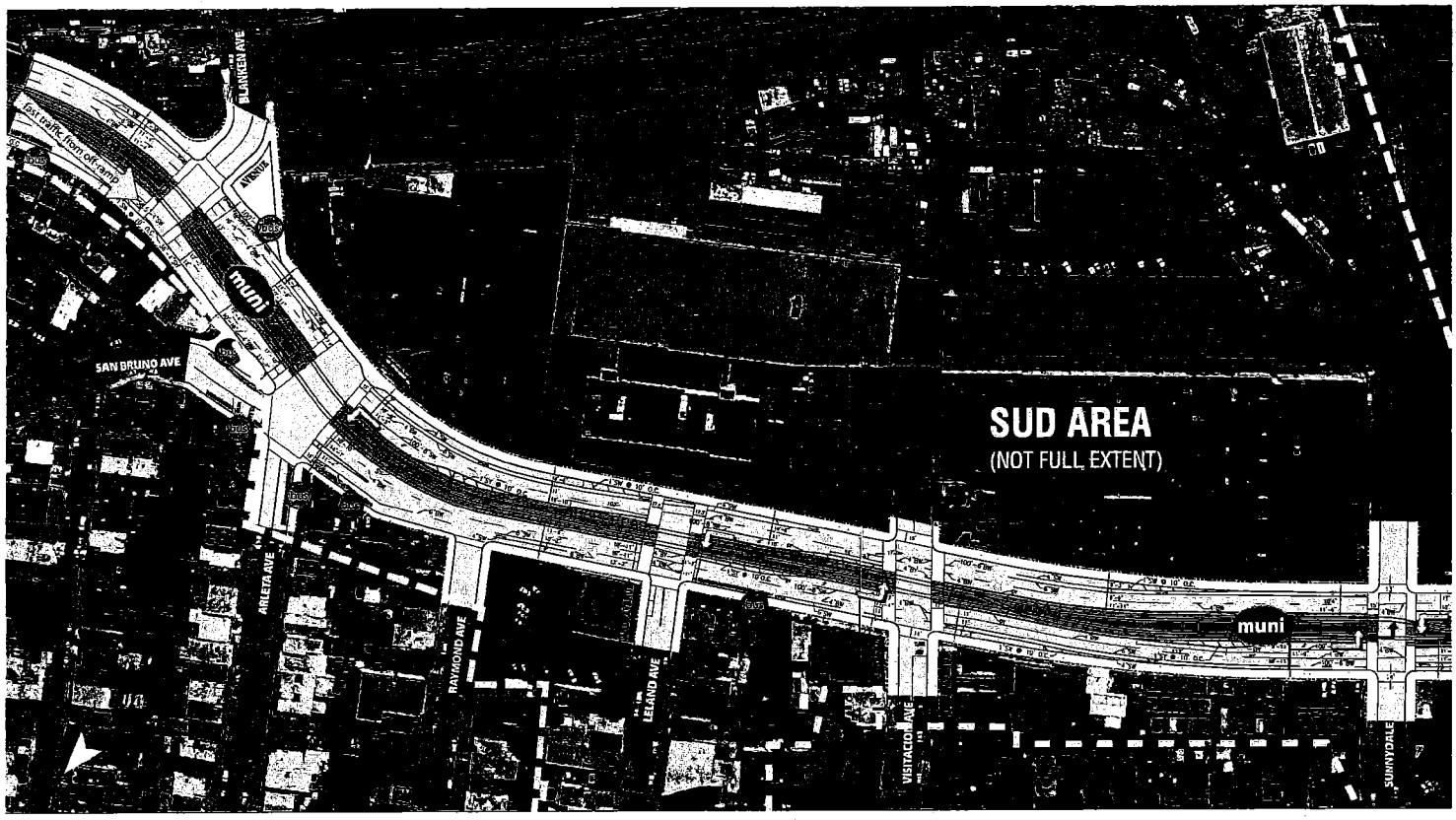
Caltrain leaving Bayshore Station

Transit

Visitacion Valley is located adjacent to an important transit node in the southern portion of the city. The T-Third Muni Metro-line, has two stops along Bayshore Boulevard, and the Caltrain Bayshore stop, located east of Sunnydale Avenue at Tunnel Avenue, all of which serve the neighborhood. Potential future improvements to the T-Third Muni Metro line include extending its terminus, currently situated near Sunnydale Avenue, to connect as a direct inter-modal link with Caltrain's Bayshore Station, although specific project plans have not yet been approved. In addition, several cross-town and express Muni bus routes serve the area, with stops along Bayshore Boulevard. Because of all of these transit connections, the Project Site is considered an intensive transit-oriented development (TOD) area.

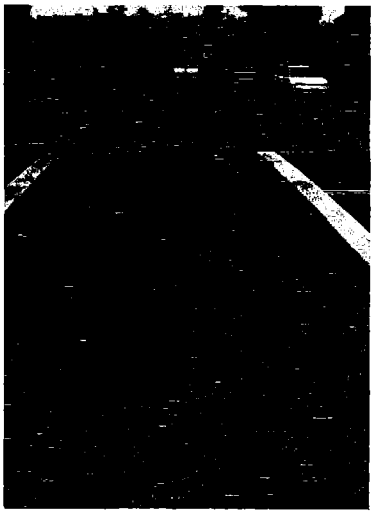
A number of transit improvements have recently been constructed or are planned in the Plan vicinity. The Muni Metro T-Third Street light rail line along Bayshore Boulevard was a major improvement to the future of the neighborhood that will support new development in the area. SFMTA's Transit Effectiveness Project proposes future improvements to the area's Muni network, which simplify routes in the Bayview, Hunters Point and Visitacion Valley to provide shorter trips and more frequent service between Downtown/Chinatown and Visitacion Valley on the 8X-Bayshore Express.

FIGURE 1-3
Existing Circulation Conditions

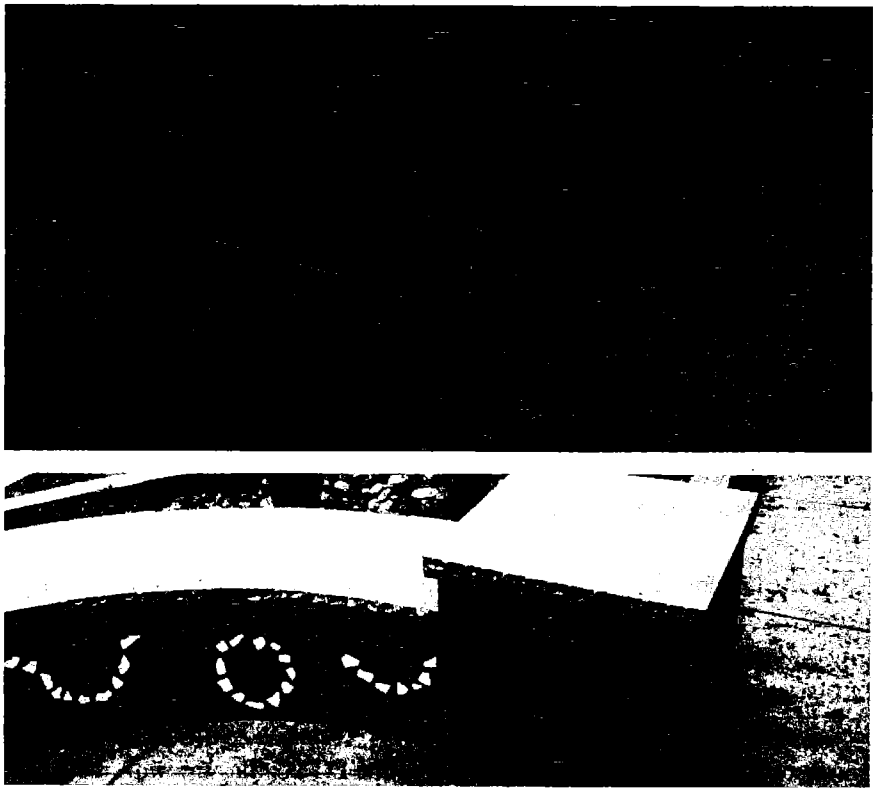


Circulation and Access

Visitacion Valley can be accessed from Highway 101 via Bayshore Boulevard for regional north and south travel and Geneva Avenue, a major arterial, for cross town travel toward western San Francisco. Bayshore Boulevard links the neighborhood to other points in San Francisco and south to Brisbane and supports transit service to downtown San Francisco via Muni's T-Third Street light rail line. Vehicular access to the Schlage Lock site from the north is limited and pedestrian access to the site is difficult. The local street networks east-west streets, Leland Avenue, Arleta, Raymond, and Visitacion Avenue, all terminate at Bayshore Boulevard and do not continue into the site. Blanken Avenue provides access to Little Hollywood east of Bayshore Boulevard, as well as to the Caltrain station.

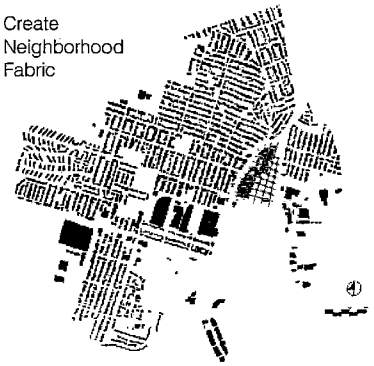


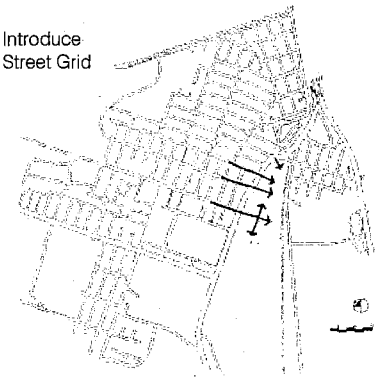
No public rights-of-way extend east across the Schlage Lock site to the Caltrain Bayshore station. Vehicular and pedestrian access to the Caltrain station is limited due to land ownership patterns and the lack of a complete street grid in this area. Blanken Avenue provides access to Little Hollywood and the Caltrain Station. Currently, Visitacion Valley residents access the Caltrain station by car via Blanken Avenue to the north. Others have created their own access point at the southern edge of the site by walking along the constructed portion of Sunnydale Avenue and then continuing along unimproved, privately-owned property.

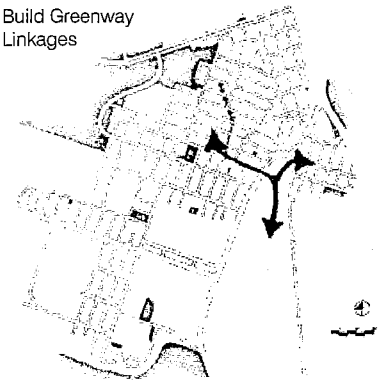




Leland Avenue Streetscape Improvements, West of Bayshore Blvd (complete)







Pedestrian access to the site is constrained as well. Bayshore Boulevard's lack of crossings, extreme width, and high traffic, particularly during rush hour, make east-west crossings difficult and unsafe. They also increase the gulf between the existing Visitacion Valley neighborhood and the Schlage Lock site and Little Hollywood neighborhood.

Initial efforts to address these crossings were begun with the streetscape and signalization changes that accompanied the Muni T-Third line, including reducing vehicle travel lanes, installing countdown pedestrian signals, creating a pedestrian refuge, and adding bike lanes to Bayshore Boulevard. Activities to improve the neighborhood's pedestrian environment continued with the redesign of Leland Avenue to revitalize the street as a commercial district, increase the economic viability of businesses, enhance pedestrian safety, and create better connections to the Third Street Light Rail. Specific design improvements include corner bulb-outs and other traffic calming strategies, paving and crosswalk improvements, new street trees and landscaping, street furniture and pedestrian-scale lighting.

Planning for additional traffic improvements is also underway in the area. The Bi-County Transportation Study, led by the San Francisco County Transportation Authority in partnership with the Cities of Brisbane and Daly City and the County of San Mateo, evaluated potential transportation improvements needed to address this anticipated land use growth. Projected land use changes surrounding Visitacion Valley, including development on the Schlage Lock site and expected development at Executive Park, Candlestick Point, Hunter's Point, and Brisbane Baylands (described further on page 18) are expected to create impacts on the regional transportation network.

Hazardous Materials and Site Contamination

The Schlage Lock site is considered a brownfield site. The soil and groundwater on the site was contaminated with materials used by the manufacturing and rail yard uses formerly on the property. Contaminated soils and groundwater remain in the south portion of the site. The property owner is responsible for remediating toxic soil and groundwater, according to the standards established by the California Department of Toxic Substances Control (DTSC), a state agency, responsible for regulating toxic substances that may affect public health. The site is also currently subject to long term groundwater monitoring by DTSC.

A Remedial Action Plan, including a funding program for hazardous material remediation, was approved by DTSC in 2009. Since then, the entire site has undergone active groundwater and soil vapor remediation. Contaminated soil will be relocated on-site and capped prior to site development. Active groundwater remediation has been completed. The part of the site north of the Visitacion Avenue alignment was remediated and approved for development by the DTSC. The area with the more contaminated soils and groundwater, located in the south portion of the site, is

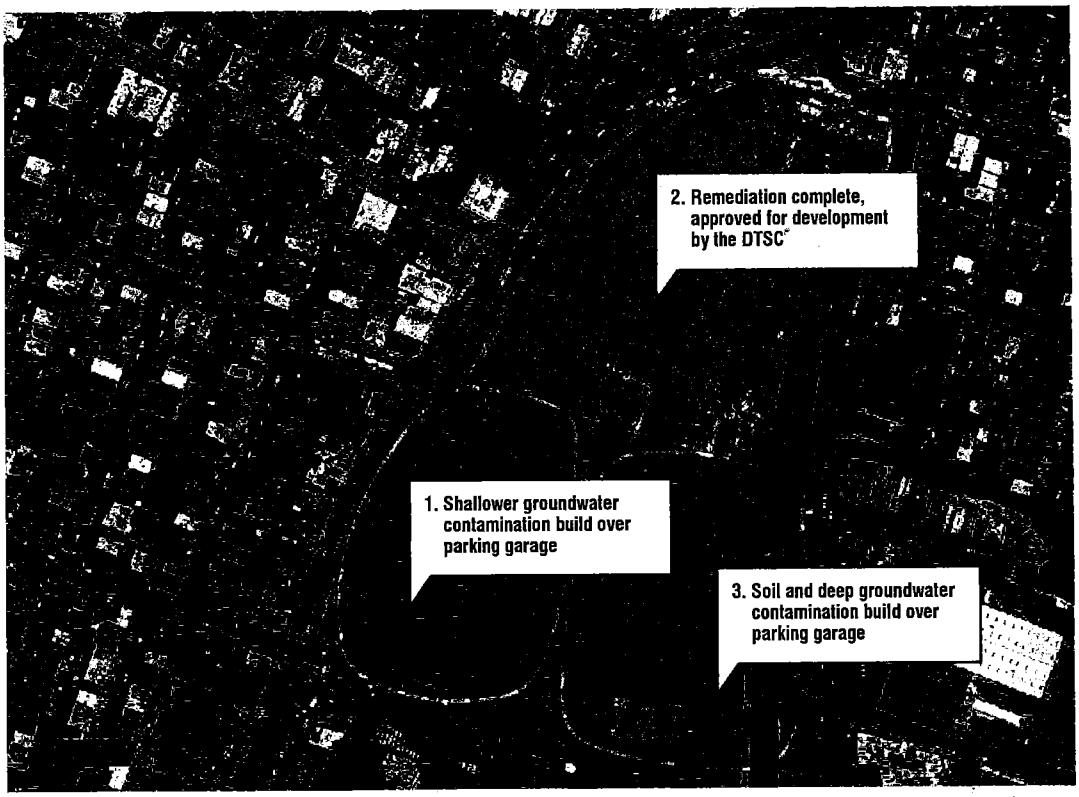


FIGURE 1-4
Remediation on the Schlage Lock Site

being reviewed by DTSC. In addition, clean fill will be used to as cap to separate contaminated soils from human contact. Completion of active remediation and approval from DTSC will be required before development of the southern portion of the site can proceed.

Land Use Controls

Part of the impetus for the D4D document is to update the zoning and provide appropriate controls for the site. Accompanying the SUD and this document is a change of zoning from M-1 (Light Industrial) and M-2 (Heavy Industrial) to Mixed-Use General (MUG). The MUG District (Planning Code sec. 840) is designed to maintain and facilitate the growth of neighborhood-serving retail, personal service activities, small-scale light industrial and arts activities while protecting and encouraging the development of housing. Housing is encouraged over ground floor commercial and production, distribution, and repair uses. Hotels, nighttime entertainment, movie theaters, adult entertainment and heavy industrial uses are not permitted. Office is restricted to the upper floors of multiple story buildings.

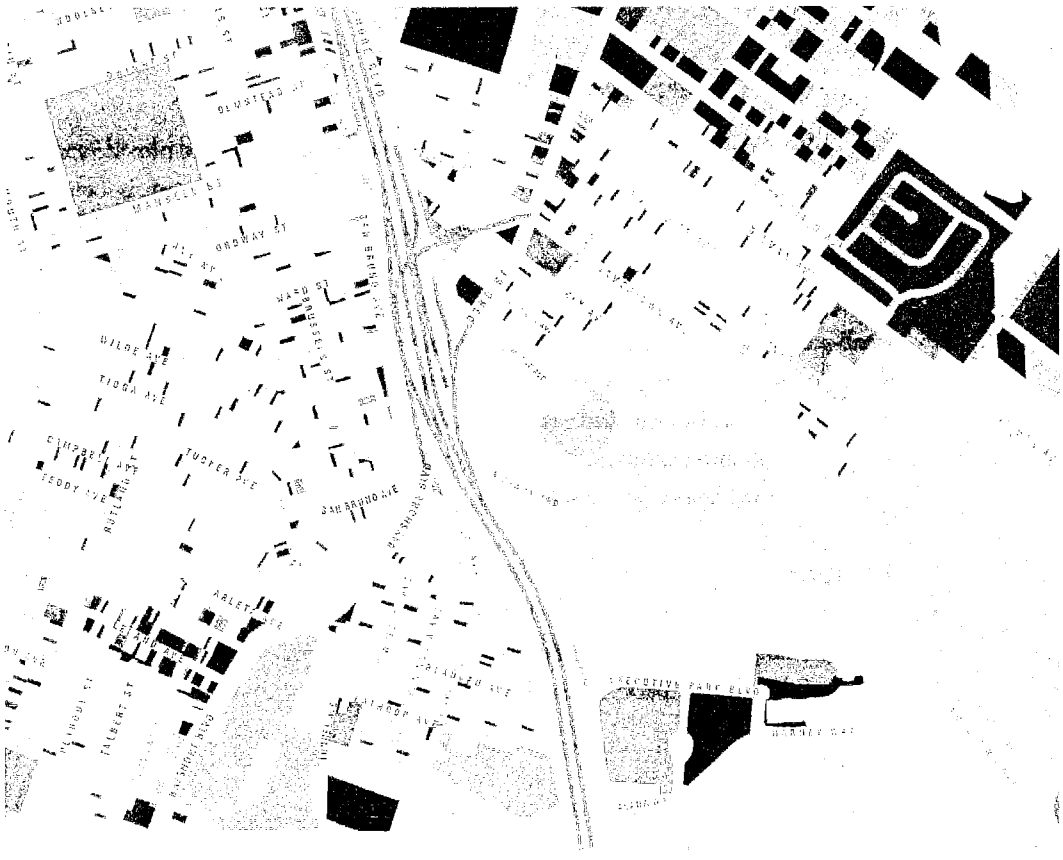
In addition to the MUG district zoning, the SUD contains extra controls which allow a closer approximation of the Redevelopment Plan. The additional controls include changes which enable a mid-size grocery store, provide more affordable housing, prohibit surface parking lots, and other changes that support the urban design

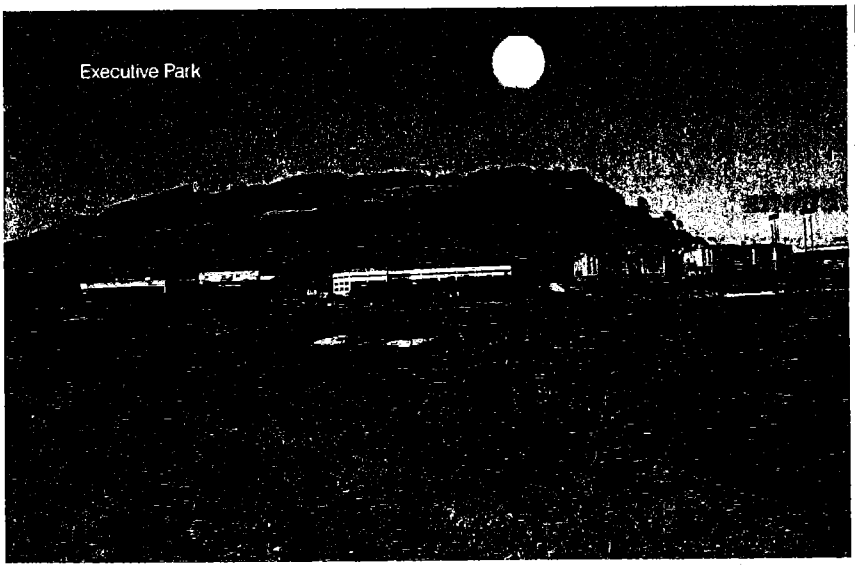
framework and sustainability goals.

Zone 2 of the SUD area is zoned Neighborhood Commercial (NC). The property that lies north of the Schlage site, a triangle-shaped block bounded by Blanken Avenue, Bayshore Boulevard and Tunnel Avenue, is zoned NC-1 (Neighborhood Commercial Cluster District). NC-1 Districts are intended to serve as local neighborhood shopping districts, providing convenience retail goods and services for the immediately surrounding neighborhoods primarily during daytime hours. The property fronting Leland Avenue is classified as an NC-2 (Small-Scale Neighborhood Commercial) District, with heights permitted up to 40 feet. NC-2 districts are designated to provide convenience goods and services, primarily to the surrounding neighborhood and also provide for limited comparison shopping goods to a wider market. The NC-2 District extends about four blocks along Leland Avenue, from Bayshore Boulevard to Cora Street. The district controls provide for mixed-use buildings, with commercial development permitted in the first and second stories. Neighborhood-serving businesses are encouraged. Limits on late-night activity, drive-up facilities, and other automobile uses protect the livability of the area and promote continuous retail frontage. Housing development in new buildings is encouraged above the ground floor. Existing residential units are protected by limitations on demolition and upper-story conversions. NC-2 Districts are further described in Planning Code § 711.

Property on the west side of Bayshore Boulevard from Arleta Avenue south to the County line is classified as an NC-3 (Moderate Scale Neighborhood Commercial) Use District, with heights permitted to 40 feet. NC-3 zoning permits commercial uses and services to an area greater than the immediate neighborhood, NC-3 districts

FIGURE 1-5
Land Use Context




Executive Park


Brisbane Baylands

are distinguished from NC-2 districts by larger lots and buildings and broader streets. A wider variety of uses are permitted than in NC-2 Districts, including entertainment, financial service and some auto uses. NC-3 Districts are further described in Planning Code § 712.


View towards Schlage Lock Site and San Bruno Mountain, along Bayshore Avenue

Historic Resources

A Historic Resources Technical Report reviewing the historic resources in the Project Area was prepared in 2007. The report finds that the Schlage site is a potential historic site at the local and national levels because of its significance as the headquarters of the nationally known Schlage Lock Factory and its role in the operations of the Southern Pacific Railroad. It also finds significance in the site's association with inventor Walter Schlage, as well as prominent twentieth-century San Francisco architects William P. Day, Alfred F. Roller, and the partnership of Hertzka & Knowles, all of whom designed buildings on the site. It identified seven of the eight buildings that were on the site as appearing eligible as contributory resources. The report notes the particular historic and architectural importance of the Old Office Building and the former Plant 1 Building (distinctive for its sawtooth roof) as contributing resources to the site. Both buildings were constructed circa 1926. It identified the Schlage Lock Factory machinery remnants that were located in Plant 1 and Plant 2 as resources because of their ability to yield information important about the industrial history of the area. However, retention of all of these potential resources was not compatible with the community goals of reuse and activation of the site. As such, the Plant 1 Building was demolished, along with other non-contributing buildings on the site, in 2010. However, this building, as well as the factory remnants located in Plants 1 and 2, has been documented for future commemoration, as noted in subsequent sections. In addition, salvaged materials and objects will be incorporated into new construction, streetscape and park designs, and off-site locations.

Other Planning Efforts

The Schlage Lock development will also be influenced by a number of significant projects in the area that are scheduled to be developed in a similar time frame. They include:

- **Leland Streetscape Plan and Green Connections Project:** In 2005, the City completed a plan to improve the Leland Avenue Streetscape, the neighborhood 'main street' of Visitacion Valley. The specific design improvements were completed in 2010 and include corner bulb-outs and traffic calming strategies, paving and crosswalk improvements, new street trees and landscaping, street furniture and pedestrian scale lighting. In 2011, the City began a Citywide effort to increase access to parks, open space and the waterfront, by re-envisioning City streets as '*green connectors*', with a focus on portions of Leland Avenue not improved through the Leland Streetscape Plan.
- **Leland/Bayshore Commercial District Revitalization Plan and Invest in Neighborhoods Program:** This is an economic revitalization program to establish an identity and vision for this commercial district. The action plan lays out specific improvements and strategies necessary for the realization of the community's vision. Invest in Neighborhoods aims to strengthen and revitalize neighborhood commercial districts around the City, including Leland Avenue, through resources such as the Small Business Revolving Loan Fund, a vacancy tracking system, the Jobs Squad, and a neighborhood improvement grant program.
- **Executive Park:** This Sub-area Plan of the General Plan creates a new vision for the unrealized office park east of U. S. 101, transforming it into a residential neighborhood that will add approximately 2,800 residential units to the area.

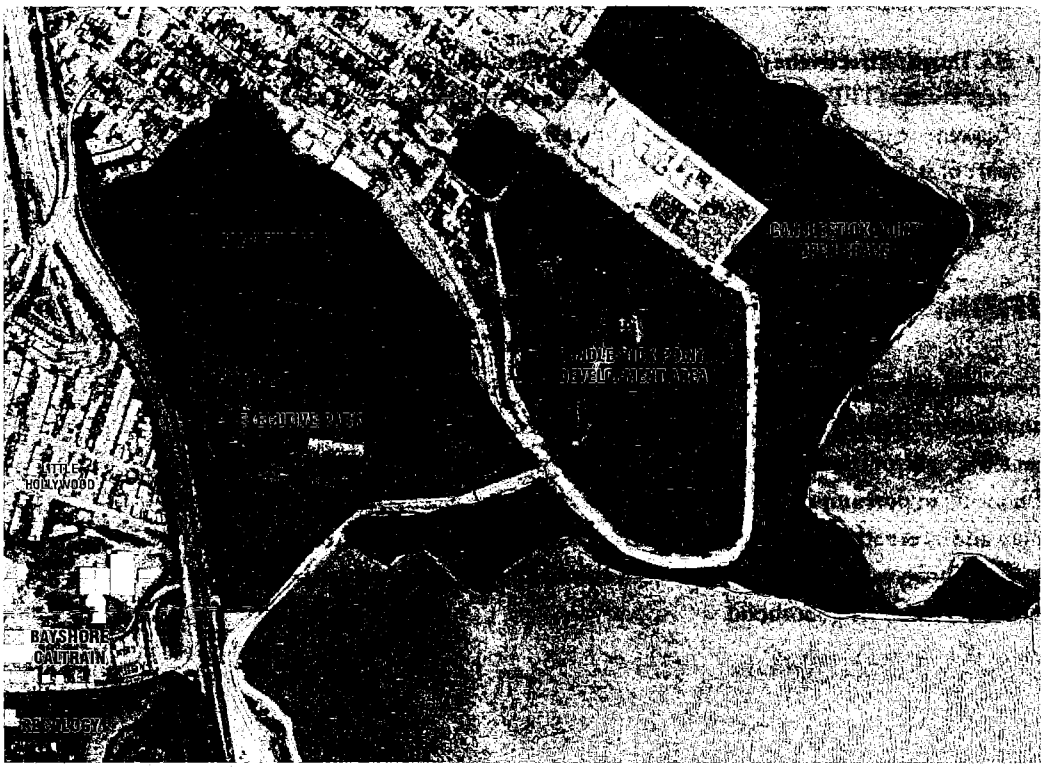
FIGURE 1-6
Projects Underway in the Plan Vicinity



- **Candlestick Point/Hunters Point Shipyard:** Development approved for Candlestick Point includes 7,850 dwelling units, over 100 acres of new parks, and 1.14 million square feet of commercial space - mostly oriented around a "green" science and technology campus. Development approved for Hunters Point Shipyard includes 2,650 dwelling units, over 2.5 million square feet of research and development space, as well as neighborhood retail, artist housing and work space.

- **Brisbane Baylands:** South of the Schlage Lock site in San Mateo County is Universal-Paragon Corporation's proposed Brisbane Baylands development. The Brisbane Baylands development is a 660 acre mixed-use project with a large open space component. The project will incorporate sustainable development features including directing surface drainage flows to the Brisbane lagoon to the south of the site.

- **San Francisco HOPE SF Program:** This proposal to redevelop the Sunnydale-Velasco Public Housing Developments is a part of the City's program to revitalize distressed public housing developments. The program proposes to rebuild every housing unit, provide homes for current residents, and add new housing at different income levels. HOPE SF plans to redesign these communities with new buildings, streets, parks, and landscaping. Constructed in 1941 and 1963, respectively, the Sunnydale-Velasco Public Housing Developments together comprise the largest public housing community in San Francisco. The current housing at the project site consists of 785 dwelling units in 94 buildings. Under the HOPE SF proposal, 785 replacement units would remain affordable housing. An additional 915 units would comprise 24 percent affordable housing and 76 percent market-rate housing.



- **Recology Site Master Plan:** Recology owns and operates a waste transfer and recycling facility east and of the Schlage Lock site, across the Caltrain right-of-way. The 45-acre site straddles the San Mateo-San Francisco County line, and forms the northeast corner of the Baylands, although it is not included in the project sponsor-sponsored Baylands proposal. The proposal would replace outdated buildings and utilities with a green, LEED-certified resource recovery and maintenance facilities, administrative offices and supporting operations buildings. Recycling and waste transfer facilities would be located further South and Southeast of their current location.

- **San Francisco-San Mateo Bi-County Study:** The Bi-County Transportation Study is a multi-agency effort that identifies priority projects and funding for the southeastern corner of San Francisco County and northeastern corner of San Mateo County. The growth in this area will transform what are now mainly industrial or under-utilized lands into mixed-use developments that could exceed 15,000 additional housing units and 14 million square feet of new employment uses, including the Schlage and some of the aforementioned projects. Recommendations include re-configurations of the US 101 interchange and Bayshore Caltrain, as well as a BRT line, T-Third light rail extension and bicycle-pedestrian connections.

- **Visitacion Valley Green Nodes – Green Infrastructure Project:** The SFPUC is in process of developing eight major green infrastructure projects in San Francisco, one in each of the city's watersheds, as part of Phase I of the City's Sewer System Improvement Program. These projects will demonstrate on-site stormwater management technologies and provide additional community benefits. Feasibility analyses on streets in the larger Sunnydale watershed are underway, with a number of promising corridors from a stormwater management perspective - including the possibility of a green street project on the lower part of Sunnydale Boulevard or the upper part of Leland Avenue.

- **8X Transit Effectiveness Project Improvements:** SFMTA's Transit Effectiveness Project (TEP), which aims to improve transit reliability, travel times, and customer experience, has identified Muni's 8X Bayshore Express bus line as part of its proposed Rapid Network. The 8X Bayshore Express route carries more than 23,000 daily customers on an average weekday.

URBAN DESIGN FRAMEWORK

The overall vision for the redevelopment of the Project Area is for a vibrant, mixed-use community including retail, residential uses, and open space. New mixed use development will continue Leland Avenue's retail energy into the Schlage site, and a range of housing opportunities will bring new residents to the neighborhood, increasing safety and street activity. Visitacion Valley's east/west streets will be extended across Bayshore Boulevard into the Schlage Lock site and integrate the site with the larger Visitacion Valley neighborhood.

New development in both zones will help connect the Schlage Lock site with the Visitacion Valley neighborhood. Streetscape and open space improvements will provide better vehicular and pedestrian connections between the Schlage site and the Visitacion Valley neighborhood. Sunnydale Avenue, Visitacion Avenue, Raymond Avenue and Leland Avenue, the commercial backbone of the community, will be extended east to the Schlage Lock site. Blanken Avenue will be redesigned to provide a safer pedestrian connection to Little Hollywood and Executive Park. Two new parks will be created on the south side of Blanken Avenue west of Tunnel Avenue that will also improve the linkages from the site to Little Hollywood.



Residential and active uses will line Leland Park

Figure 1-6 illustrates the urban design framework for the Project Area. The sections that follow provide an overview of the major concepts guiding the overall urban design of the Project Area, including key concepts related to land use, circulation, open space and sustainability. Please note that future improvements and individual buildings provided through Site development will depend on project feasibility, design review and project approval.

Land Use

The revitalization and regeneration of the Visitacion Valley neighborhood requires an active mix made up of commercial uses to support the community's needs and stimulate economic development; an influx of new residential activity to provide "eyes on the street" and bring new life to the area; and a range of open spaces and community places to bring the entire community together. Specifically, development within the Schlage Lock site (Zone 1) will contain a mid-sized grocery store, ground floor retail at specific locations, and up to 1679 dwelling units of various sizes and affordability levels throughout the site (see concept plan in Figure 1-6.)



Retail uses will continue along Leland Avenue

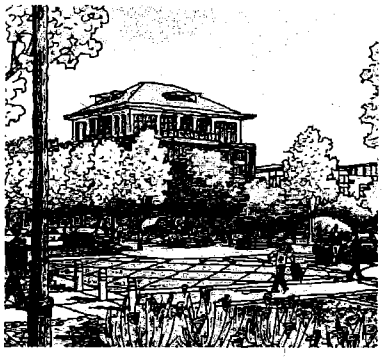
Land uses along Bayshore Boulevard and Leland Avenue (Zone 2) will generally be ground floor commercial, including retail and small business service uses, with residential uses above the first story, consistent with the current development pattern in Zone 2. In order to be consistent with new development on the east side of Bayshore Boulevard in Zone 1 and accommodate 12 and (preferably) 15 foot-tall ground floor commercial uses, the 2009 plan made a change to the City's Zoning Map to increase the permitted height on parcels fronting the west side of Bayshore Boulevard from 40 feet to 55 feet. This will allow for more flexibility in the ground floor retail spaces without diminishing the amount of housing above.



Open spaces will be connected throughout the new development

The primary land uses and their general locations within the two zones are described below:

1. **Residential Use:** Residential units will be located above ground floor commercial development along most of the extension of Leland Avenue, and portions of Sunnydale Avenue in Zone 1, as well as above ground floor commercial along Bayshore and Leland Avenue in Zone 2. Within Zone 1, residential



A rendering of a mid-rise podium building on the Schlage Lock site.

units will also be constructed on the Schlage Lock site along Raymond Avenue, Visitacion Avenue, Sunnydale Avenue, and on the remaining properties fronting the UPRR property, Leland Greenway and the Schlage Greenway.

2. **Retail: Neighborhood Commercial Businesses and Personal Services:** The plan a calls for a mid-sized (15,000 – 30,000 sq. ft.) grocery store to be developed on the Schlage Lock site, as part of a mixed-use development on the southeast side of the Leland and Bayshore intersection, as shown in Block 1 on Figure 1-6. Ground floor commercial uses, including retail and neighborhood-serving office uses will also be included as part of mixed use development along Leland Avenue in both Zone 1 and 2. Within Zone 1, also along Leland Avenue, flexibly designed spaces (referred to as "flex space", and further defined in Appendix A, Glossary of Terms) will allow for retail, small business and office-service uses, or for small-scale workplaces uses such as artisan, design or small industry with quasi-retail sales. The flex spaces will be designed to be appropriate for retail, nonresidential and residential uses. Flex space will offer the opportunity for connections with living units above, to offer the potential of true live-work activity.

3. **Institutional:** The Old Office Building will be renovated and re-adapted to office, institutional, and/or community uses that benefit the neighborhood.

4. **Public Open Spaces – Parks, Streets and Pathways:** New open spaces, including two to three parks will be created on the Schlage Lock site and possibly on an adjacent parcel. The new parks will be developed to be a part of the already existing open space network that includes the Visitacion Valley Greenway, the Visitacion Valley Community Center, Visitacion Valley Playground, Little Hollywood Park, and other parks located some distance away, including Kelloch-Velasco Minipark, Herz Playground and McLaren Park. These parks and plazas shall be designed in concert with a network of street and pathways, including the revitalized Leland Avenue and its extension into the Schlage Lock site, to create pleasant pedestrian connections between all open space components.

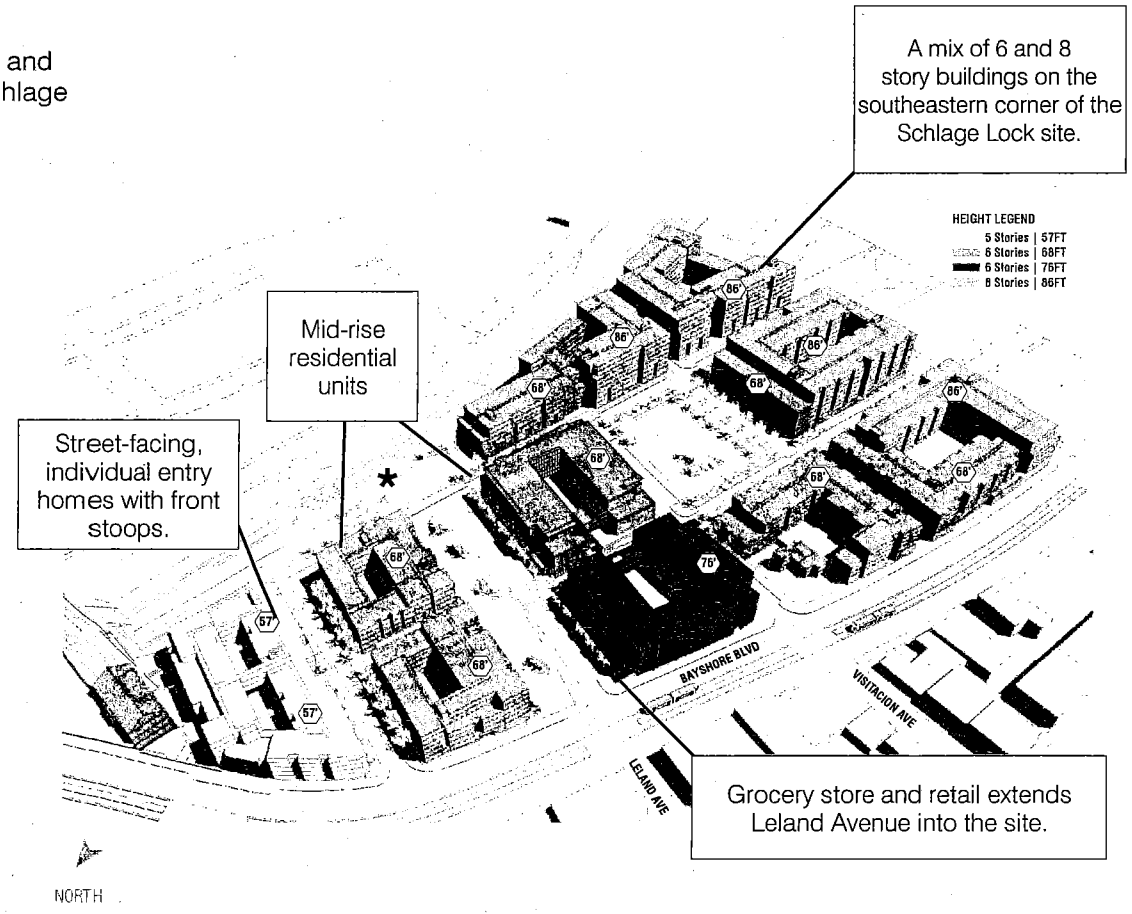
5. **Parking and other Accessory Uses:** Development at the site will support the City's Transit First Policy. Surface parking lots are prohibited. Accessory off-street parking, particularly visitor parking, will be allowed but limited to encourage transit use and walking. Such accessory off-street parking shall be located below grade or screened in buildings so that it is not visible from the street. As described in the Development Agreement, the City shall establish a parking management program which controls street parking throughout the site and to discourages parking by off-site users for long periods of time.

FIGURE 1-7
Urban Design Concept Plan



★ *Building footprint is conceptual and symbolizes development potential on UPRR parcel. Final use and/or building form on parcel numbers 5087/004 and 5087/005 require further planning with property owners. The Blanken Park alternative pictured in many maps in this document does not preclude other uses allowed as-of-right or with conditional use by underlying zoning.*

FIGURE 1-8
Development and Heights of Schlage Lock Site



Built Form

The Site's mixed-use development will contain both retail/residential buildings, and stand-alone residential. Housing on the Site will be primarily low- and mid-rise multifamily podium construction, with grand multi-unit entrances marking major thoroughfares, and ground-floor walk-up, townhome-style units lining key residential street frontages. Podium buildings constructed on long north/south blocks will have frequent breaks, variation and articulation in their facades to reduce the apparent building mass and bulk. All buildings will contribute to an active public realm with engaging architecture, doors and windows on all street facades. A variety of design features will shape the urban form of buildings on the site, including building setbacks and setbacks; window bays, building recesses, and special corner treatments; and varied roof lines to provide visual interest, consistent with building forms in other San Francisco neighborhoods.

One of the core recommendations from the community was that the architecture and the massing of the buildings be articulated – that building heights setback over the Site to provide visual interest and provide opportunities to create one or more visual landmarks that will act as reference points for the neighborhood. To achieve this, as well as to establish densities consistent with a transit village, the Design for Development designates the location of building forms that range in height up to a maximum of eight stories. These building forms will enable construction of up to *1679* units,

★ *The Blanken Park alternative and conceptual designs on the Union Pacific Railroad and the Peninsula Corridor Joint Powers Board properties (parcel numbers 5087/004 and 5087/005) do not preclude other uses allowed as-of-right or with a conditional use by the underlying M-1 zoning. This applies to all maps in this document. Final use and/or building form requires further planning with property owners.*



The Sawtooth Building on the site.

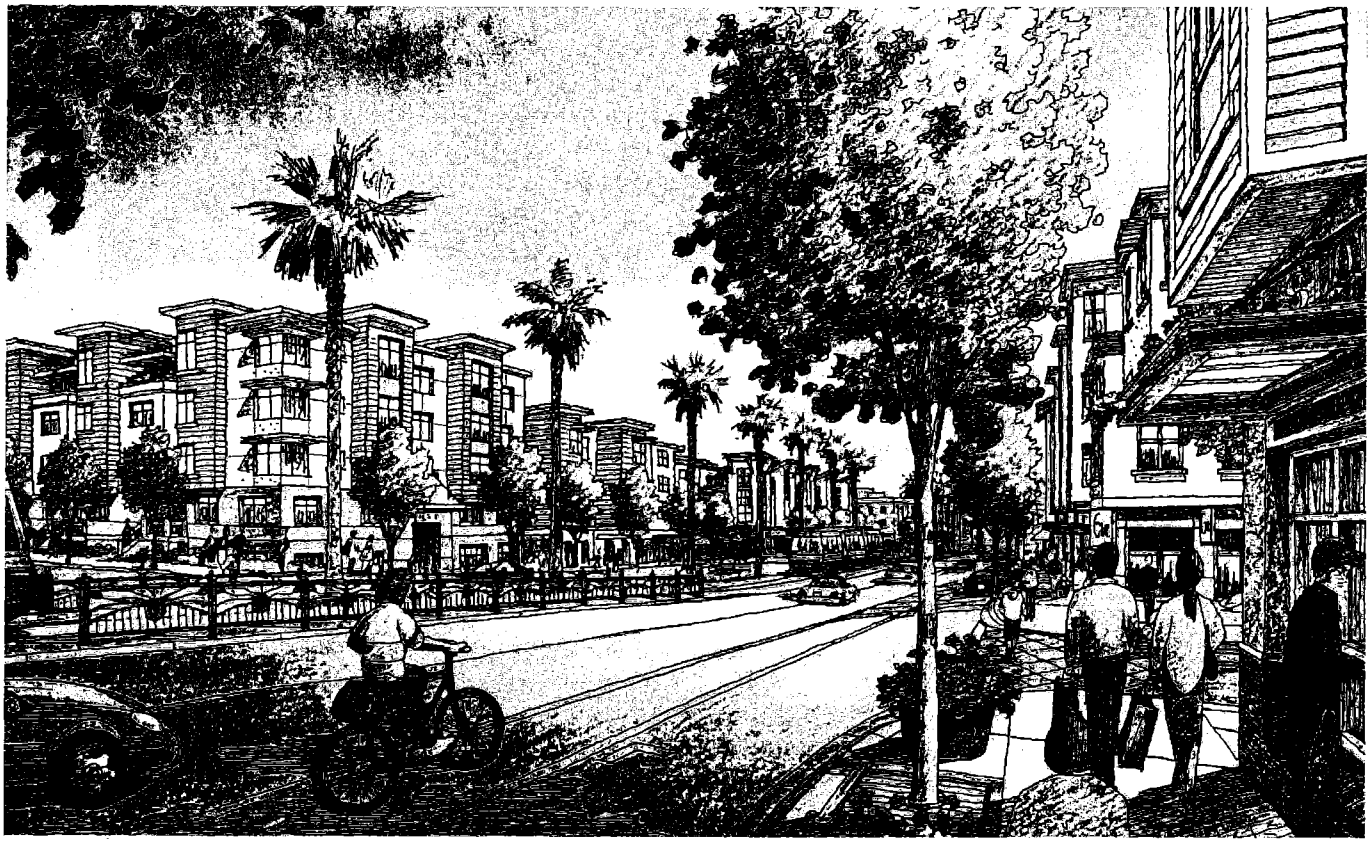
with greater intensities in the southern portion of the site and lower intensities in the northern portion of the site adjacent to the Little Hollywood and Visitation Valley residential areas. The location of different building heights is described further below.

- 5 story buildings are recommended in the area north of Raymond Avenue. Building facades will be articulated and offer visual variety to create a pleasant edge for pedestrian circulation.
- 6 story mixed-use buildings, some with ground floor retail, will line the extension of Leland Avenue.
- 6-8 story buildings are proposed along Bayshore south of Leland Avenue, with particular emphasis at the corner of Sunnydale Avenue at Bayshore Boulevard, to establish a "Gateway" entrance to the neighborhood from the south. Buildings constructed at this intersection should incorporate prominent design features to enhance a feeling of arrival.
- 6-8 story mid-rise buildings are proposed in the southeastern residential portion of the site. Buildings will be oriented to take advantage of views to Visitacion Park.

Historic Commemoration

The Old Office Building, located at the northern tip of the site on Bayshore and Blanken, has been identified by the Historic Resource Evaluation as a contributing historic resource. It will be rehabilitated and at least 25% of it will be dedicated to community use.

Several other buildings, including Plant 1 (the Sawtooth Building), were identified by the community and the Historic Resource Evaluation as important resources that contribute to the district. But DTSC informed the City that the operations and conditions of the buildings involved such a significant use of hazardous material that a thorough soil investigation and excavation under the buildings would be necessary. In order to find all the sources of contamination and remove them prior to development or inhabitation, DTSC stated that the investigation would require demolition of all other buildings to complete the remedial action process, and make the site safe for human habitation. Accordingly, those buildings have been demolished and environmental remediation has proceeded.



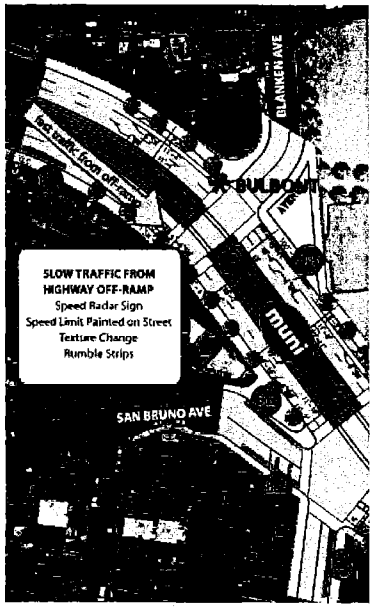
Pedestrian improvements along Bayshore Boulevard, and throughout the site.

The Historic Resource Evaluation identified several mitigation measures, which were built upon and augmented by the Visitacion Valley CAC Historic Resources Sub-Committee as well as through input by the Historic Preservation Commission (formerly the Landmarks Preservation Advisory Board). Mitigation measures have been completed, including the commemoration of the former factory and railroad buildings on the Site in architectural drawings, photographs, written history, and recorded interviews with employees and neighbors. The records are compiled in the Schlage Lock Factory & Southern Pacific Railroad Buildings Historic American Building Survey (HABS) Documentation prepared in 2009. Significant historic features, such as building components or machinery, were also reclaimed. The salvaged materials and objects will be incorporated into new construction, streetscape and park designs where possible. The salvaged historic features can also be used off-site at locations such as the Roundhouse in Brisbane or the Caltrain/future multi-modal station.

Commemoration of the Site will occur in a number of ways: through a physical history collection, using items from former workers (such as salvaged signage); via an educational component, including the use of oral history created from interviews with employees and neighbors and creation of a history web site; and, using historic features in exhibits or public displays through new items commissioned by artists as commemorative work.

Transportation and Circulation

The aim of the plan is to seamlessly connect the Schlage site to the Visitacion Valley neighborhood, and to encourage walking and use of public transit as the primary travel modes for neighborhood residents and visitors. The Design for Development establishes a new street grid on the Schlage Lock site, connecting the site to the existing Visitacion Valley neighborhood to the West and the future Brisbane Baylands Development to the South. The project will extend Leland Avenue, as the primary entrance and retail spine of the development, across Bayshore Boulevard. Raymond, Visitacion and Sunnydale Avenues will also continue east across Bayshore Boulevard to the project site. The street grid system will be designed and constructed to safely encourage walking, cycling and use of public transit for neighborhood residents and visitors, while meeting the needs for vehicular access to retail and housing. Pedestrian paths will be required through large development blocks providing shorter paths of travel and breaking up the massing of new building. The new streets and pedestrian paths will incorporate a variety of streetscape design elements, including consistent planting of street trees and other landscape material, pedestrian-scale lighting and street furniture similar to Leland Avenue west of Bayshore.



Strategies to slow traffic from the US 101 off-ramp,include rumble strips, speed limit signs, and radar information signs.

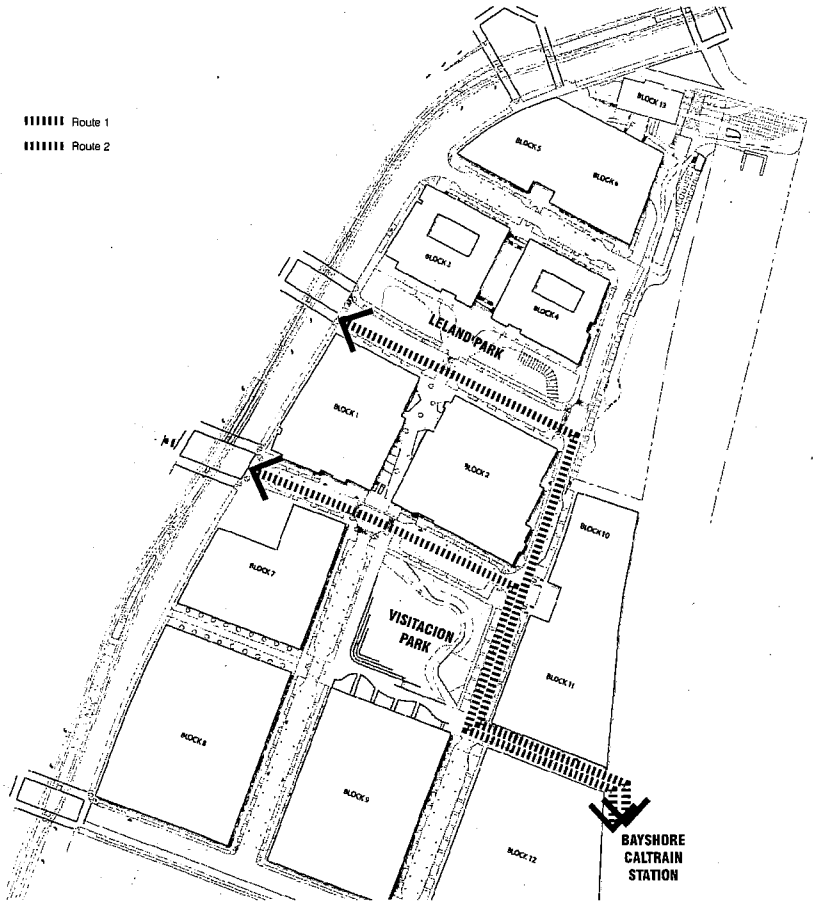


FIGURE 1-9
Pedestrian Connections

Short-term and a long term pedestrian connections will link the T-Third Muni line to the Caltrain station.

Careful consideration will be given to the design of streets where they terminate at the Caltrain railroad right-of-way on the Eastern edge of the Schlage Site. They will provide open space and overlooks to Little Hollywood and beyond. Where the terminus is marked by buildings, the building design should provide a strong visual termination and provide a visual landmark. Should vehicular connections be required to provide access to underground parking or to provide necessary turnarounds, adequate space will be provided for vehicular turning movements where the street terminates; the street will not end abruptly at the property line shared with the railroad.

Over the course of plan buildout, the project sponsor will be required to implement and/or contribute to identified local and regional transportation improvements necessary to mitigate project impacts and adequately serve the area. Specific mitigations required in the EIR include:

- Modifications to intersections along Bayshore Boulevard in order to improve vehicular access and pedestrian safety in the neighborhood without negatively impacting the Muni T-Third Street light rail line operations.
- Transportation Demand Management plan to reduce the amount of auto use and auto ownership rates, and thereby reduce traffic impacts.

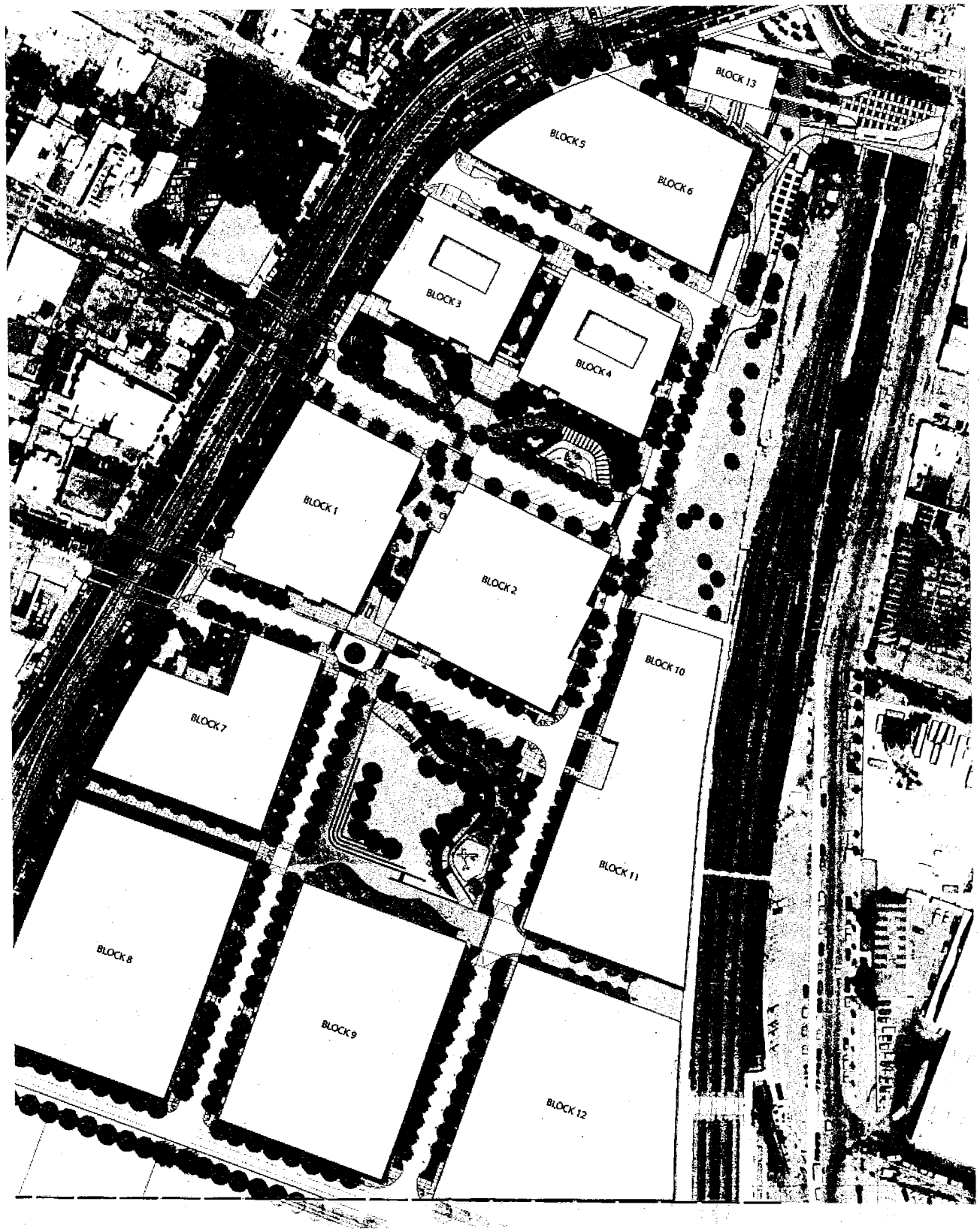
The Development Agreement and the Visitacion Valley/Schlage Lock Open Space and Streetscape Master Plan include additional streetscape requirements within and adjacent to the site. They include:

- Traffic calming strategies, such as sidewalk bulb extensions at the major east-west crossings along Bayshore Boulevard, to slow traffic from the US 101 off-ramp and improve safety of pedestrians when crossing Bayshore Boulevard.
- In the Project's first phase, a complete pedestrian connection between Bayshore Boulevard and the Caltrain Bayshore station.

Transportation improvements will be completed before occupancy of certain development phases to stay on pace with demand created by new development.

In addition, the Planning Department will continue to participate, in partnership with the Office of Economic and Workforce Development, the San Francisco Transportation Authority and several other jurisdictions on both sides of the San Francisco/San Mateo county line in the implementation of the Bi-County Transportation Study or an equivalent successor plan. The Study addresses project priorities, schedules, and funding strategies to accommodate anticipated cumulative developments in the southeast San Francisco/Brisbane/Daly City area. These inter-jurisdictional improvement priorities include the Geneva-Harney BRT, the Geneva Avenue extension, the planned Geneva-Candlestick U. S. 101 interchange reconfiguration, and additional improvements to the Bayshore Intermodal Station and station area.

FIGURE 1-10
Open Space Plan (with Blanken Park alternative)

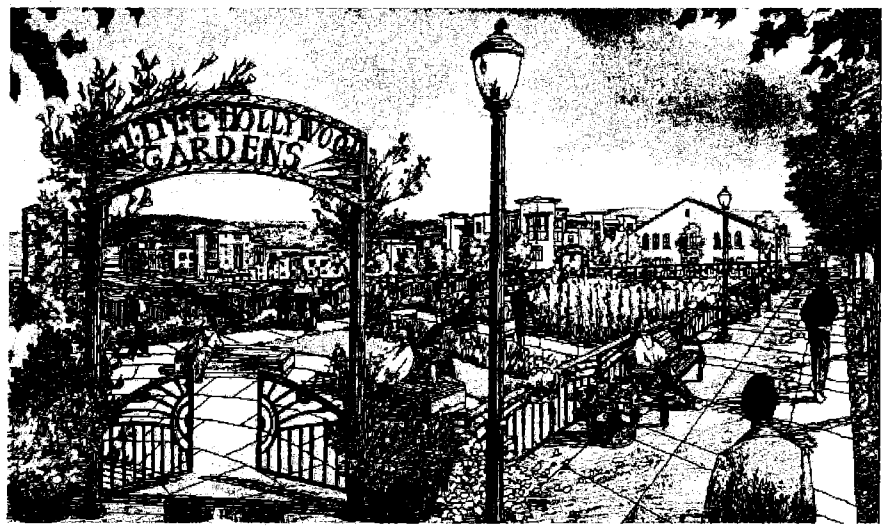


Public Open Space

The OSSMP establishes an open space system on the Schlage Lock site that will augment the resources available to Visitacion Valley residents and visitors. The neighborhood's existing open space resources include the Visitacion Valley Greenway and a number of small neighborhood-serving open spaces in the immediate vicinity, McLaren Park located to the west and the Brisbane Baylands in San Mateo County to the south.

The project will include a minimum of two neighborhood parks: a linear park along the Leland Avenue extension ("Leland Greenway"); and a neighborhood park at the southern portion of the site, ("Visitacion Park"). The Open Space and Streetscape Master Plan also includes design for a possible third community open space on the adjacent parcels owned by the JPB and UPRR at the northernmost point of the Site (for the purposes of this document, referred to as "Blanken Park alternative", approximately 1/2 acre). The open space network will include pedestrian-friendly landscaped streets and new pedestrian pathways, greenways and mews to connect the new open spaces through the site to the surrounding neighborhood.

A rendering of the Blanken Park alternative design, showing how the park could be used for Community Gardens.



A rendering of Leland Greenway.



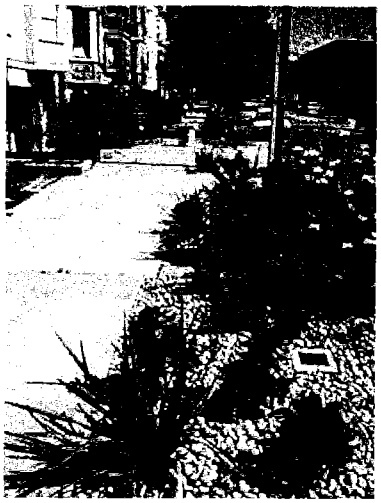
The design and programming of the open spaces should be inclusive to allow for maximum flexibility to serve the largest number of users. The parks will include a variety of open space design features, including active and passive landscape spaces, water features, and a variety of recreational program elements. Parks will incorporate sustainable design features, such as pervious paving, bioswales, trees and other vegetation used to assist in slowing and filter stormwater to reduce rainfall runoff. The new parks will be open to all members of the public, similar to other public parks in the City.

Community members gave significant feedback about park design and facilities for each park site at community workshops, CAC meetings and Advisory Body meetings. That feedback was used as a starting point for park design, and was built upon during a required public design and community involvement process to draft the Open Space and Streetscape Master Plan for the site. Specific park designs and proposed park improvements will follow this plan, in conjunction with the design review process specified in the Visitacion Valley-Schlage Lock Special Use District and the Development Agreement with the City.

- **Leland Greenway:** Leland Greenway, 0.73 acres in size, is located to the north of the extension of Leland Avenue. It will include a paved seating area, with a focal public art element, and street furnishings that may be enjoyed by shoppers from the nearby retail anchor, shops or cafe. The central portion of the park includes steps and ramps that slope down from Blocks 3 and 4 toward Leland Avenue and can serve as an urban plaza connected to the retail activity of Leland Avenue or a venue for public gathering and events. The park will also feature a row of trees, topography and art elements designed to protect users from westerly winds. The eastern end of the Leland Greenway will include a play area for children and an adjacent seating area sheltered by a trellis. The trellis is proposed as highly perforated metal panels planted with vines to protect from the wind while allowing views within and through the park.

  The ground floor uses around Leland Greenway change from retail in the west to the residential to the east. The specific amenities recommended for the Greenway include a wind sculptural element, trees, a plaza, terraced stairs, a play area, trellis with seating area, and a barbell-shaped multi-use lawn area with picnic tables and benches.

- **Visitacion Park:** This neighborhood park is located in the southeast portion of the Site, bordered by residential streets and an east/west pedestrian pathway on its south boundary. The park site is just over one acre in size; it includes both softscapes and hardscapes. The park may include a BBQ area, picnic tables, a tot lot and seating areas for caregivers. Other features may include flower gardens, public art, a rain garden and a multi-use lawn. Monthly or weekly events, such as an open-air farmer's market, may also help to activate the park and encourage park use. Street closure could be permitted for special neighborhood celebrations, street fairs and similar events.



Permeable sidewalk features allow for stormwater to infiltrate



An example of a green roof

- **Blanken Park Alternative:** The Blanken Park alternative is designed around the historic office building at the northernmost part of the site. The park grounds would be at the highest point of the development, offering views to the Baylands to the south, the San Bruno Mountains, and the surrounding neighborhoods. The park could offer community gardens – e.g. "Little Hollywood Gardens" – with a sustainable agriculture component, as an expansion of the Visitacion Valley Greenway Community Garden and/or other community recreation opportunities. The park would provide pedestrian connections between Little Hollywood and Visitacion Valley, as well as to new streets within the Schlage site; and at a minimum a pedestrian connection would extend above the railroad tunnel. As this land is partially owned by JPB and UPRR, park development would rely on subsequent negotiations with that entity.

Site Sustainability

The Site already meets the basic criteria for a sustainable urban development: it is adjacent to a lively neighborhood commercial street and provides needed community housing in a walkable, dense, yet livable setting well-served by public transit. Contaminated soils and groundwater have been remediated as required by the California Department of Toxic Substances Control (DTSC), per the Remedial Action Plan.

The community made sustainability a primary goal of the site and neighborhood redevelopment. They have recognized the inherent opportunities in planning at the site scale to create an eco-friendly model of green urban development. Sustainable development practices will be required through the San Francisco Building Code and other City environmental legislation. The project will utilize reclaimed material throughout the site where feasible. Other sustainable elements include:

- The parks and streetscape elements will be designed to collect, treat, and utilize rainwater for irrigation if appropriate, thereby reducing demands for fresh water use, recharging groundwater and reducing stormwater flows to City sewers. Excess (clean) rainwater may flow by gravity to the larger, sustainable watershed system of the Brisbane Baylands, and ultimately to the Baylands lagoon and wetlands south of the site where feasible.
- Where feasible, new building roofs will be used creatively for open spaces, as "green roofs" that can assist in energy efficiency and stormwater management, and for the installation of photovoltaic solar cells and other technologies.
- A stormwater management plan will be established to retain and use rainfall on-site, reducing demand for potable water and reducing the need for water runoff treatment, as well as creating wildlife habitat, providing open space, and contributing to the character of a "green" built environment.

- Stormwater management strategies will extend beyond the Site to create a continuous, watershed-base flow route. A restored river corridor is envisioned for Visitacion Creek, a long-term goal which will require an inter-jurisdictional relationship between the City and County of San Francisco and the City of Brisbane in San Mateo County.

To achieve an even greater level of sustainability, the project sponsor will conduct an assessment of potential site-wide sustainable strategies in energy, water and other on-site infrastructure systems.

Community Health

The Eastern Neighborhoods Community Health Impact Assessment (ENCHIA) was initiated in 2004 by the San Francisco Department of Public Health (DPH) in response to land use planning underway in the Eastern Neighborhoods, with the goals of advancing the consideration of health in land use planning and identifying ways that development could promote health. It created a "health impact assessment" process for assessing new developments, including criteria such as sufficient housing; public transit, schools, parks, and public spaces; safe routes for pedestrians and bicyclists; meaningful and productive employment; unpolluted air, soil, and water; and cooperation, trust, and civic participation. Many aspects of this D4D document and the site plan are influenced by health impact assessments.

The Design for Development document promotes community health in a number of ways. Site clean-up is critical to the community's health, thus toxic issues have already been remedied on the Schlage site. Pedestrian safety will be increased through careful street, intersection and project design; personal safety will be enhanced by the positive economic climate; and revitalization will incite greater retail activity and new jobs, more engagement of the community, and more eyes on the street. Other elements of the plan contributing to community health include:

- a pedestrian-oriented environment that encourages walking;
- development that supports alternative modes of transportation;
- a significant amount of new affordable, as well as market-rate, housing;
- a range of housing affordable to low-income households;
- easy access to public resources such as parks,
- transit and neighborhood-serving retail;
- sustainable building practices in buildings and ecological infrastructure design
- attraction of new businesses and the provision of assistance to the private sector,

The Schlage Site's implementing agencies will continue efforts with DPH to assess the impacts of the development as it occurs and to promote neighborhood health.



DEVELOPMENT CONTROLS & DESIGN GUIDELINES

INTRODUCTION

The Development Controls and Design Guidelines guide development within the SUD area toward the vision developed at the public workshops and Advisory Body (AB) meetings. Projects in Zone 1 (the Schlage Site, UPRR and JPB parcels) shall be reviewed according to both the Development Controls and Design Guidelines by all relevant agencies. Projects in Zone 2 shall be reviewed only according the Design Guidelines. Design submittals for development in Zone 1 shall also be subject to the Design Review procedure outlined in Appendix F and contained in the SUD.

- DEVELOPMENT CONTROLS address those aspects of development that are essential to achieve the project goals and objectives. Development controls are clearly measurable and adherence to them is mandatory for projects in Zone 1. Planning Code requirements shall be used to govern all aspects of development not addressed in the Development Controls.[2]

[2] Some development controls are also included in the SUD. Amendments to such provisions must be approved by both the Planning Commission and the Board of Supervisors.



- DESIGN GUIDELINES direct building and site design to be consistent with the community's vision. Guidelines are not optional. Individual project proposals must demonstrate an effort to comply with all relevant Design Guidelines. They differ from controls in that guidelines can be subjective and variation from them does not require a formal modification. Design Guidelines are also a driving criterion behind community input, City review and approval of individual projects in both Zones 1 and 2.

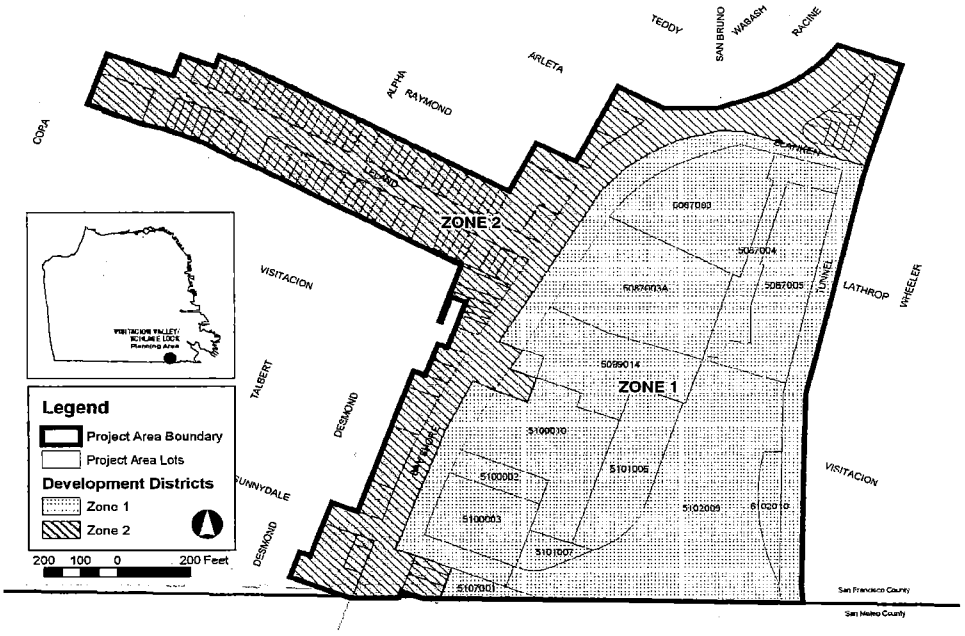


FIGURE 2-1
Special Use District (SUD) Area

LAND USE

Land uses within Zone 1, the Schlage Lock site, shall be controlled by the underlying zoning with certain exceptions as outlined below.

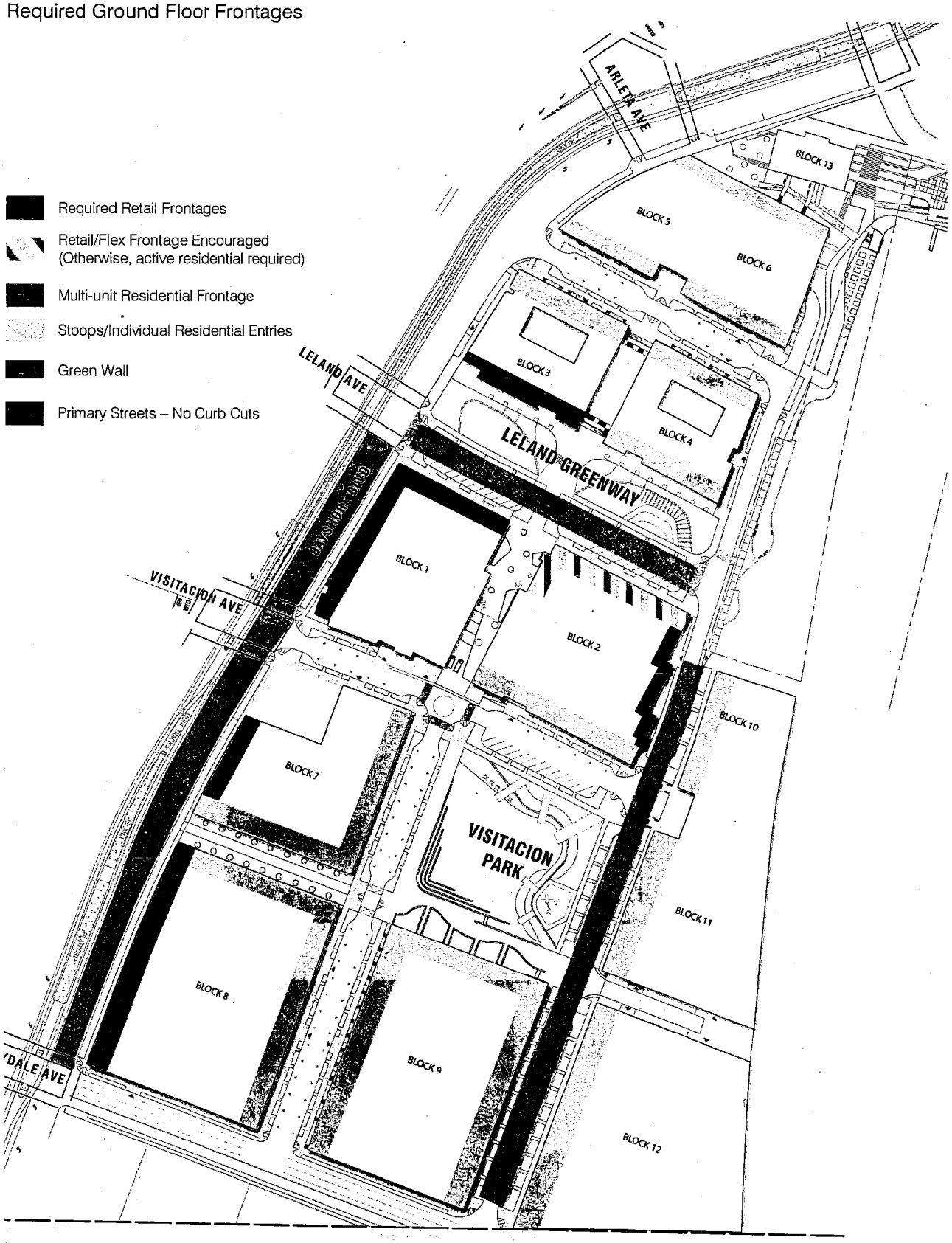
Development Controls

1. Land uses shall be controlled by the underlying zoning and SUD.
2. The Old Office Building in the northernmost part of the site must be retained and reused, as per the Development Agreement.
3. Active ground floor frontages are required as described below and in Figure 2-2:
   - **Retail frontage required:** Ground floor retail is required as shown on Figure 2-2 (20 feet of frontage for residential lobbies are permitted, provided these spaces are designed to activate the street.)
   - **Flex frontage required:** Flexibly designed frontage that can allow for retail, but also be used for small business, office, artisan, and design workplaces. If not feasible, active residential frontage is required, as shown on Figure 2-2.
   - **Stoop/Individual residential frontage required:** Walk-up residential units with individual entrances, elaborated with stoops, exterior stairs and landings that project beyond façades to provide access to ground floor units, are required along the public right-of-way as shown on Figure 2-2. Where the change in grade requires elevation of ground floor units more than 5 feet above street level, individual entrances are not required, but other design strategies should be used to accomplish active frontage.
   - **Multi-unit residential frontage required:** Multi-unit residential entries or other entrances to other ground floor uses are required every 100 feet along the public right-of-way as shown on Figure 2-2.
   - **Green wall frontage required:** Green façades and living walls shall be required as shown on Figure 2-2. Such frontage must include living vegetation that grows directly from the wall, from adjacent support structures, or attached container systems; and may also include integrated sculpture or other artistic features. Green wall frontage must cover the ground floor at a minimum, and may extend beyond that point based on façade design.

Design Guidelines

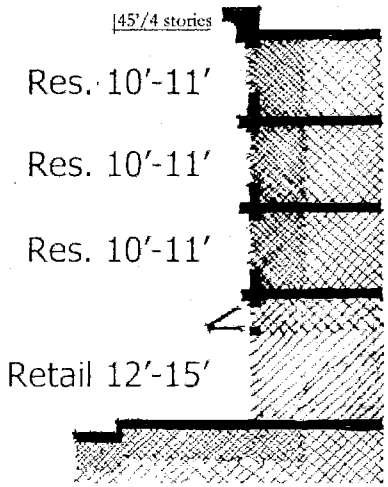
1. The project sponsor should make a good faith effort to attract locally owned and small businesses. All new retail development along the north side of Leland Avenue should be 5,000 square feet or less in size. Formula retail uses, with the exception of grocery stores, pharmacies and financial services, shall only be permitted subject to the process in SUD Section 249.45(e)(2)(B).

FIGURE 2-2
Required Ground Floor Frontages



2. Required retail frontages should be designed to typical retail depth of 30-60 feet. Flex frontages should be designed to a minimum depth of 20 feet.

BUILDING FORM



Ground floor commercial and upper story heights

Building Height

Height (of a building or a structure) shall be defined, measured and regulated as provided in the Planning Code Sections 102.12 and 260 where applicable, and as below in the following scenarios:

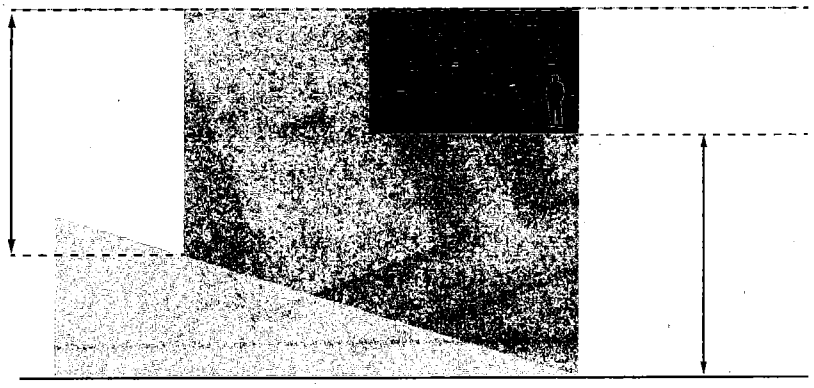
- Where the lot is level with or slopes downward from a street at the centerline of the building or building step, the measurement point shall be taken at the back of sidewalk level on such a street. The plane determined by the vertical distance at such point may be considered the height limit at the opposite (lower) end of the lot, provided the change in grade does not enable an additional story of development at the downhill property line. This takes precedence over Planning Code Section 102.12(b).

- Where the change in grade does enable an additional floor of development, height must be measured from the opposite (lower) end of the lot, as specified in Planning Code Section 102.12(c).

Where there is conflict with Section 102.12 or Section 260 of the Code, the Special Use District measurement method applies.

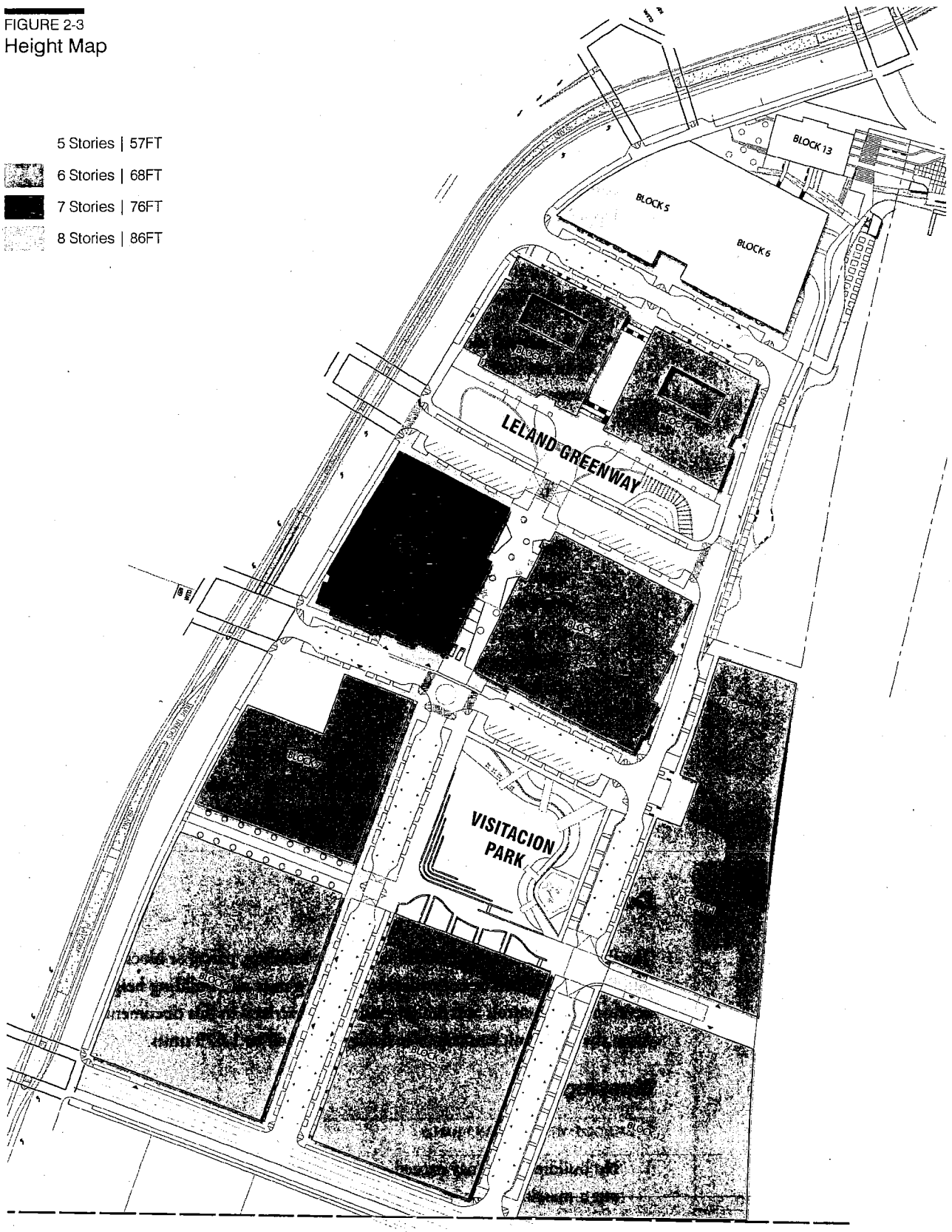


Height limit extends from uphill property line because the extension does not allow for an extra occupied floor.



Height limit does NOT extend from uphill property line, because the extension allows an extra occupied floor.

FIGURE 2-3
Height Map



Development Controls

1. Maximum building heights for the Schlage Lock site are established in the Height Zone Diagram, shown in Fig. 2-3.

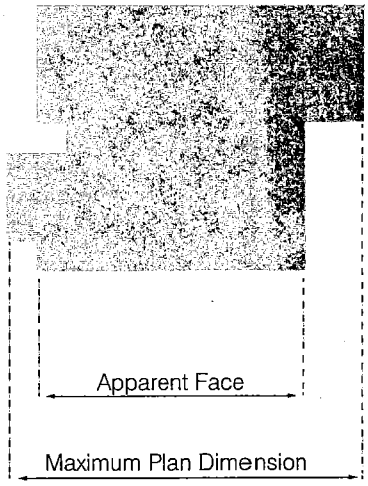
2. Ground floor spaces shall have a minimum floor-to-floor height of 15 feet for commercial spaces and 12 feet for residential spaces, as measured from grade. Upper stories shall have a minimum floor-to-floor height of 10 feet.

3. In addition to exceptions listed in the Planning Code section 260(b), the following shall also be exempt from the height limits established in this document:

   - Architectural elements related to design of rooftop open space, such as open air roof terraces, which shall not be enclosed, may include partial perimeter walls if required for safety.
   - The corner portion of occupied space on the northeastern corner of Leland Avenue and Bayshore Boulevard may extend up to ten feet above the maximum height, provided:
     - its horizontal dimension along each facade is no greater than the distance to the facade's nearest massing break or facade design feature used to reduce the building's visual scale on the floor below (see Massing Guideline 2)
     - it is part of a common, private open space consistent with Design Guideline 4 in the Private Open Space section below or is designed as a solarium per section 134(f)(4) of the Planning Code.

Design Guidelines

1. Building heights and roof lines should be varied within the same height district and across blocks through setbacks (see Setback section below) and other design features.



Density

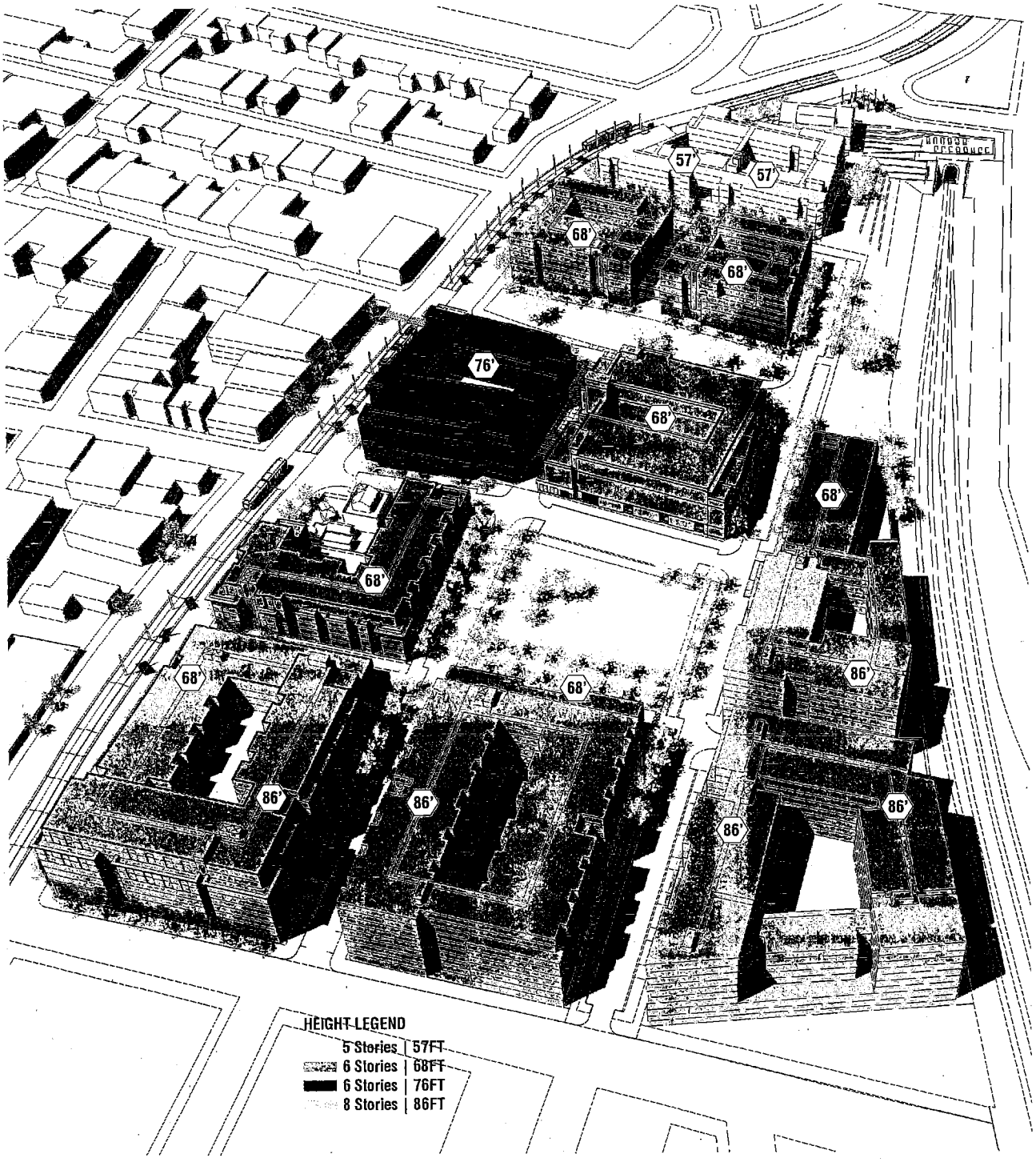
The Plan removes density control limits on a building, parcel or block basis. Rather, building density will be controlled by building mass and building height and other development controls and design guidelines described in this document. The maximum dwelling unit count for the Schlage Site will be 1,679 units.

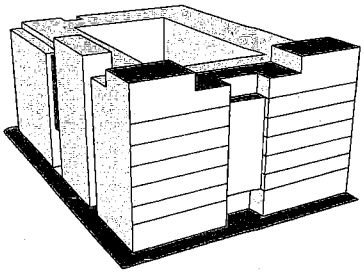
Massing

Development Controls

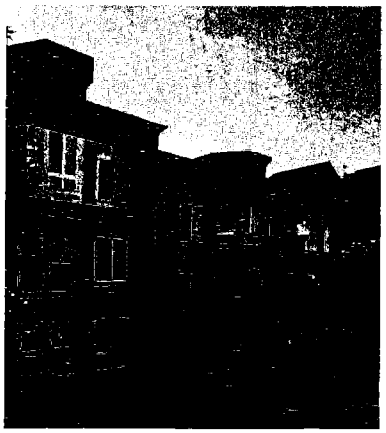
1. No building wall may exceed a maximum continuous length of 100 feet without a massing break or change in apparent face. Massing breaks or changes in apparent face can be accomplished through the following options:

FIGURE 2-4
Heights, Concept View from South





Roof lines should be modulated on facades over 50 feet in length.



The varied roof line maintains the visually interesting topography of the area.



Varying facade colors and materials can decrease the perceived scale of the building

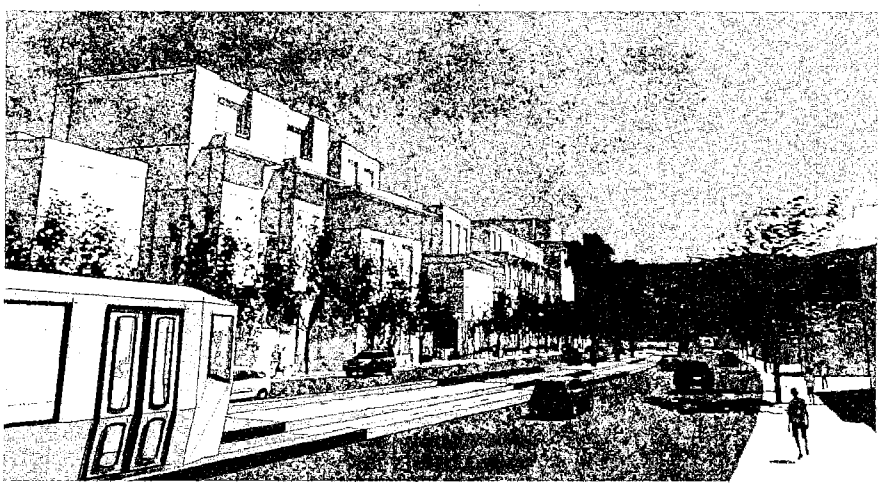
A. A minimum 10 foot wide at-grade passageway through the building that extends from the ground plane for a minimum 25 feet above grade or to the ground floor of the third story, in combination with a recess or notch (minimum 8 foot deep by 10 foot wide) that extends up to the sky; or

B. A minimum 8 foot deep by 10 foot wide notch that starts at grade and extends up to the sky, in combination with a major change in fenestration, pattern, color and/or material; or

C. A minimum 10 foot deep by 12 foot wide notch that extends up to the sky from a level not higher than 25 feet above grade or the floor plane of the third story, whichever is lower; in combination with a major change in fenestration, pattern, color and/or material.

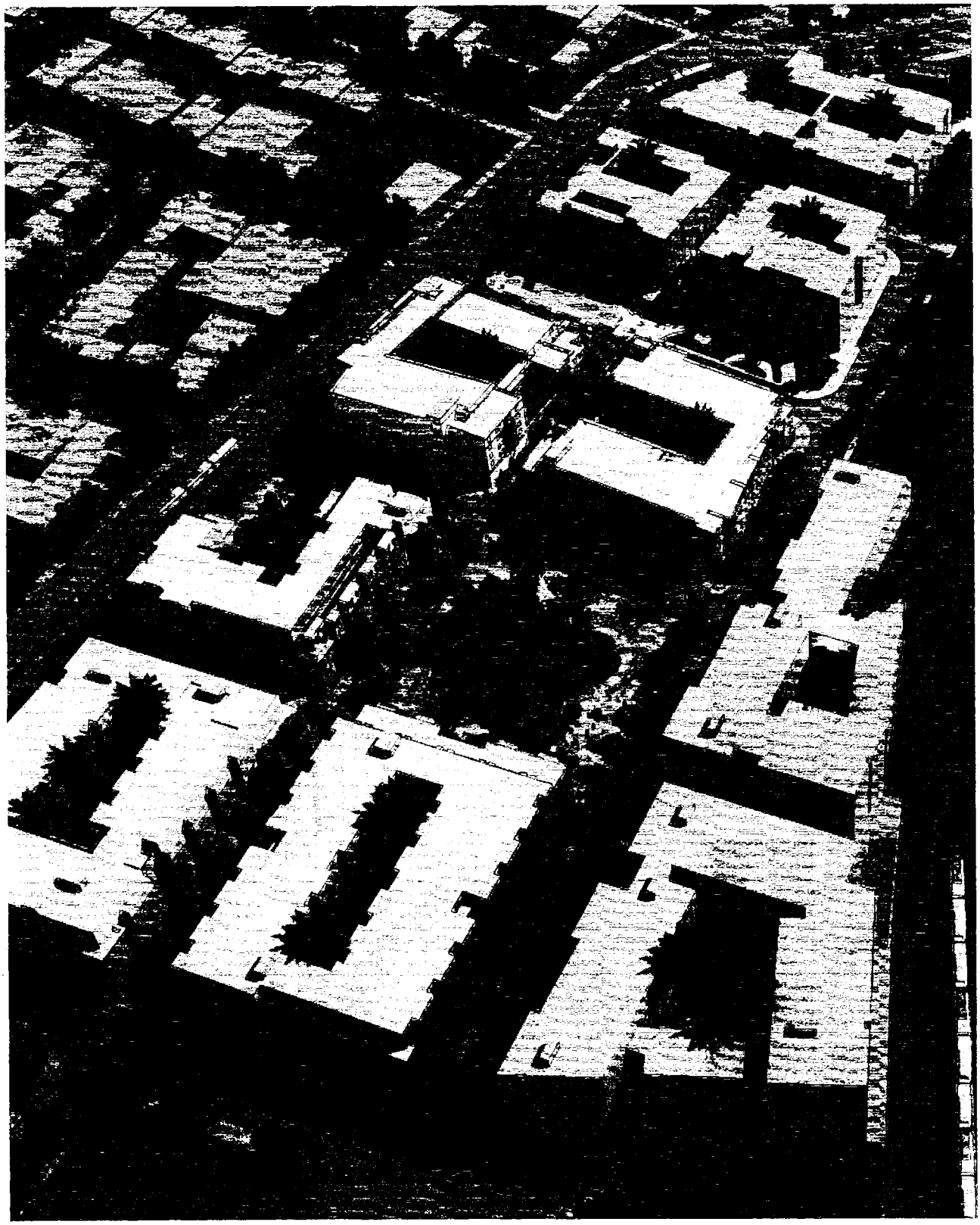
2. Building facades shall incorporate design features at intervals of 20-30 feet (measured horizontally along building façade) that reduce the apparent visual scale of a building. Such features may include but are not limited to window bays, porches/decks, setbacks, changes to façade color and building material, etc.
3. The floor plate of upper floors of buildings (1 or 2 stories as designated in Figure 2-4, Required Setbacks) shall have setbacks equal to a minimum of 15% of the area of the floor plate immediately below, except for Parcels 10, 11, and 12 where the minimum shall be 10%. At least one-third (1/3) of the required setback area shall be a full two stories in height. In addition:

   - The minimum depth of setbacks shall be 8 feet. The minimum width of setbacks shall be 12 feet.
   - Setbacks shall be arranged in a manner that addresses the massing and articulation guidelines set forth in Figure 02-4, Required Setbacks.

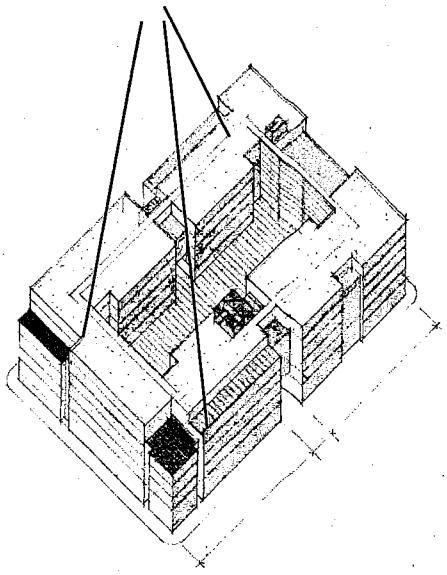


Massing breaks, varied rooflines and upper floor setbacks in a concept drawing for buildings along Bayshore Boulevard

FIGURE 2-5
Concept Sketch, View from South



Upper floor setback areas



- In absence of other guidelines, setbacks shall be arranged to reinforce the stepping of the building mass with the prevailing slope consistent with the pattern of hillside development in San Francisco.
- Setback controls apply at upper floors regardless of the total number of stories proposed. A 6 story building in a zone that allows buildings up to 8 stories would still be subject to setback controls at the upper floors (see Setback map to determine if one or two floors).

Design Guidelines

1. Residential building facades over 50 feet in length should provide roof line modulations of at least 2 feet to provide a human scale rhythm to the buildings.

2. Building mass should be sculpted to define important public spaces, key intersections and corners, such as Leland Avenue and Bayshore Boulevard. Buildings at the intersection of Sunnydale Avenue and Bayshore Boulevard should also create a visual gateway to the neighborhood.

3. Building massing should reinforce the visual interest and variation of frontages along Leland and Bayshore.

4. Each building within the project should have a unique architectural expression.

5. Building massing should step with the slope of the site to reflect the underlying topography, establishing a regular interval for façade features and roof lines.





Landscaped stoops are a welcoming residential entrance

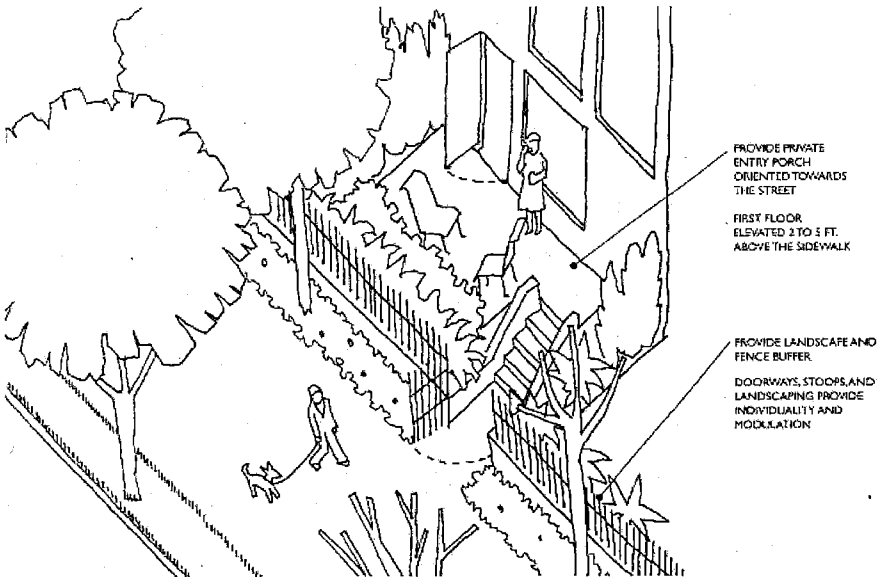
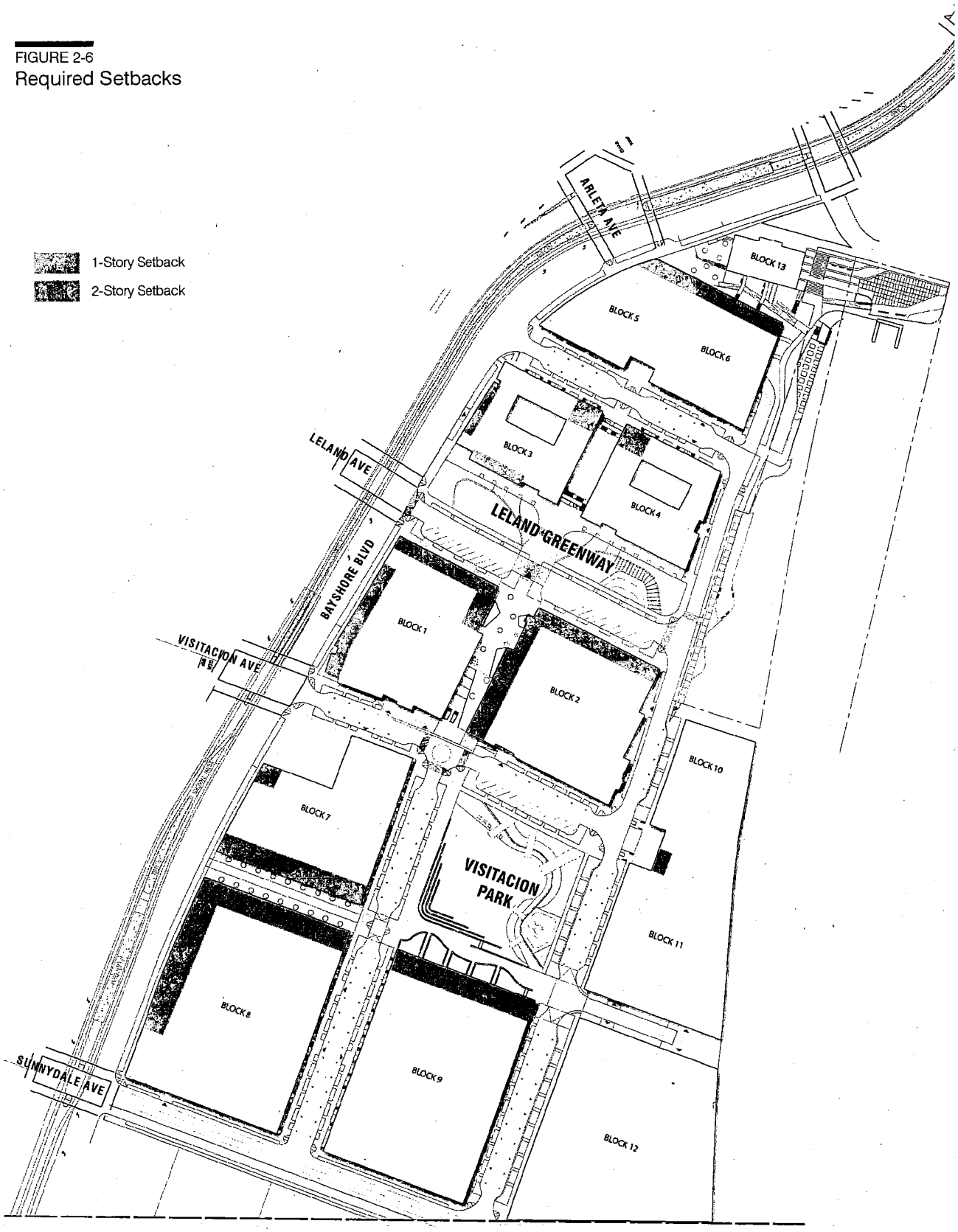


FIGURE 2-6
Required Setbacks





An example of a high quality retail facade
Photo credit – SPUR

Setbacks

Development Controls

1. Buildings shall line all required streets and pedestrian ways (see Figure 2-2).
2. Buildings shall be built to the property line (back of sidewalk) along Bayshore Boulevard and along the commercial frontages of Leland Avenue.
3. Ground floors shall be set back five to eight (5-8) feet along the extension of Raymond Avenue.
4. In all other areas, setbacks may range from zero to eight (0-8) feet. The setback shall be consistent along major building bays.
5. Projections or obstructions into the setback are allowed per Section 136 and 136.2 of the Planning Code.
6. Ground floor front setback areas shall include a minimum of 40% softscape (landscape or plantings), which can contribute to the 50% requirement of permeable surfaces, as per San Francisco Planning Code Section 132. See the Planning Department's Guide to the San Francisco Green Landscaping Ordinance for additional requirements and guidelines.

Design Guidelines

1. All setback areas along residential buildings should provide elements that enhance the interface of the building with the public realm, including front porches, stoops, terraces and/or landscaping for ground floor units, as per the Planning Department's Ground Floor Residential Design Guidelines.
2. Setback areas should allow for visual access between the street and entrance and establish a transition from public to private space.
3. Setbacks may also be used to enhance retail and corner entries.



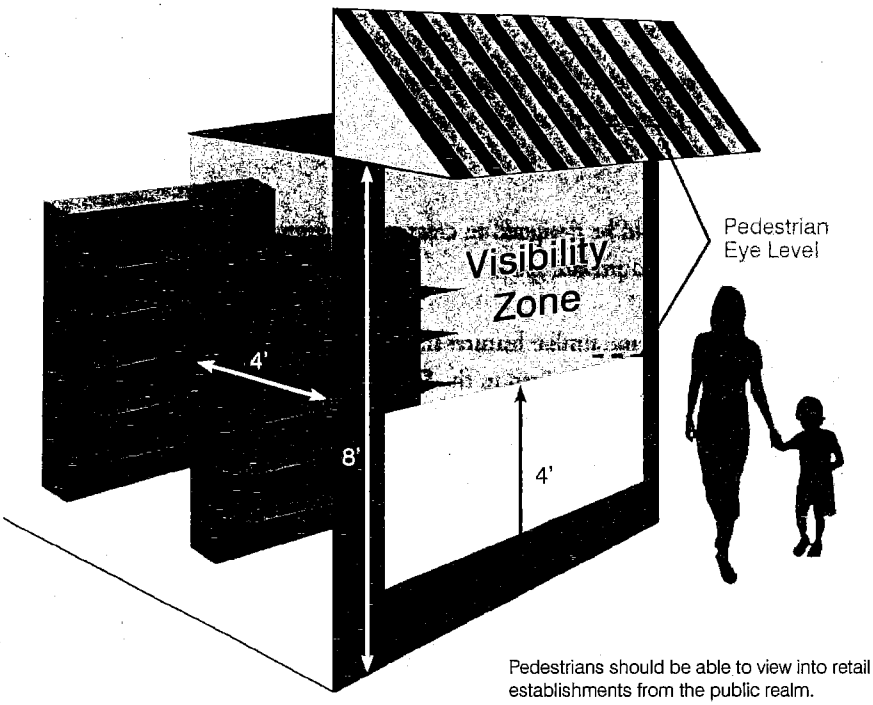


Ground floor, Individual-entry residential units.

Retail Entrances

Development Controls

1. Main entrances to retail buildings shall be located on Leland Avenue and Bayshore Boulevard (See Required Frontages Map, Fig 2-2). All retail and flex uses within the Schlage Lock site fronting Leland Avenue or Bayshore Boulevard must have at least one primary entrance and at least one entrance per 60 feet of frontage on those streets, with the exception of a full-service grocery store over 12,000 square feet on Leland Avenue and Bayshore. Entries to the grocery store shall be located at both building corners on Leland Avenue.



Pedestrians should be able to view into retail establishments from the public realm.

2. Storefronts shall be articulated at regular increments of 20-30 feet to express a consistent vertical rhythm along the street. Large retail tenants, such as a grocery store, may occupy more than one bay but shall have multiple entryways.

3. All retail entries must be as near as feasible to sidewalk level given slope, and must be well marked and prominent. At sloping conditions, retail entries may be no more than 2 feet above grade, provided they are served by a ramp or other accessible route no less than 5 feet in width.



A concept design for the retail entrance and building emphasizing the corner of Leland Avenue and Bayshore Boulevard



Building walls should be provided with articulation and interesting fenestration, such as the clerestory and recessed windows shown above.

DESIGN GUIDELINES

1. Large retail stores (over 10,000 square feet or with street frontage over 80 feet) should have a primary entrance at corners. Multiple entries are recommended for large retail.

2. Retail entries should be designed to create transparency and create a transition between public and private space.

3. Awnings, canopies and similar features should be used to accentuate retail entries, subject to regulations described in the Planning Code Sec. 136.
4. Elements or features generating activity on the street, such as seating ledges, outdoor seating, outdoor displays of wares, and attractive signage are encouraged for all mixed-use buildings.

5. Commercial and storefront entrances should be easily identifiable and distinguishable from residential entrances through the use of recessed doorways, awnings, transparencies, changes in colors and materials, and alternative paving outside of the public right-of-way.

Residential Entrances

DEVELOPMENT CONTROLS

1. Multi-unit residential entrances and indvidual-entry units should be accessible directly from the public right-of-way (see Figure 2.2).

2. Flex-space and stoops/individual-residential frontages (see Figure 2-2) shall have an average of one entrance on the street or public right-of-way for every 25 feet of building façade to match the traditional San Francisco residential lot pattern.

3. At multi-unit residential podium buildings, there shall be a minimum of one entry per 100 linear feet of street frontage (see Required Frontages Map, Fig 37).

4. Where provided, stoops and stairs shall have a minimum width of 4 feet.

5. The floor elevation of ground floor units shall be located three to five (3-5) feet above street level to provide privacy within ground-level residential units. Specific elevations will vary according to grade.

6. Subgrade entries are prohibited.

DESIGN GUIDELINES

1. All residential buildings should follow the Planning Department's Ground Floor Residential Design Guidelines.

2. Residential units in podium buildings should connect to a lobby entry that opens directly onto the public right-of-way at grade level or via ramp or other accessibility device.

3. Multiple entries into interior courtyards are encouraged to provide physical and visual access.

Façade Design

Development Controls

1. Blank and blind walls – i.e. those that do not have windows and doors - are not permitted to exceed 30' in length along any required frontages illustrated in Figure 2-2. Along blocks where there are no frontage requirements, treatment of blank walls shall include architectural features and details to add visual interest to the façade.

2. Physically intimidating security measures such as window grills or spiked gates are not permitted; security concerns shall be addressed by creating well-lit, well-used and active frontages that encourage "eyes on the street."

3. Utilities, storage, and refuse collection shall not be located on Leland Ave and shall be integrated into the overall articulation and fenestration of the building façade.

Design Guidelines

1. Building design should reflect the whimsical character that has developed in Visitacion Valley and its surrounding neighborhoods, with elements that catch the eye such as wrought iron detail, individualized artwork and hanging planters.



An example of strong vertical orientation, varied rooflines and massing breaks

Details such as ornamentation, cornices, railings, balconies and other expressions of craftsmanship should be used to create a fine-grained scale.

2. Required massing breaks should be used to differentiate the building's architecture. Each building bay created through massing breaks or changes in face should be designed with unique characteristics.

3. Architectural concepts and designers should vary between buildings. Buildings may share common architectural materials and elements across portions of their facades, but their overall combination of components, form and material should vary. Due to their unique configuration, Blocks 5 and 6 may share concepts and designers.

4. Facades should be articulated with a strong rhythm of vertical elements and three-dimensional detailing to cast shadow and create visual interest.

5. Limit blank walls without fenestration. Provide visual interest to blank walls by using landscaping, texture to provide shade and shadow, and treatments that establish horizontal and vertical scale.

6. Non-residential ground-floor uses should be distinguished from the building's upper-floors uses through varied detailing, materials and through the use of awnings or other architectural elements.

7. High-quality, authentic, durable materials should be used on all visible wall facades. Vinyl siding and synthetic stucco (EIFS) should not be used.

8. High-quality, durable materials should be used on windows.

9. Residential windows along Bayshore Avenue facades should generally have a vertical orientation. They should be recessed at least 2 inches from the façade to create shadow and three-dimensional detailing.

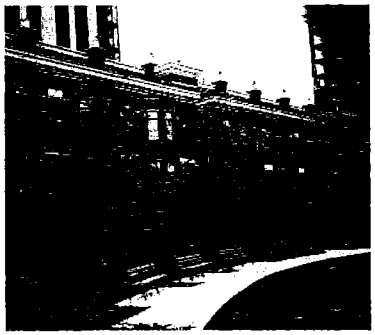
10. Variation in window sizes and shapes is encouraged to provide visual variety.

11. Encourage the use of exterior shading devices above podium levels at proper orientations to augment passive solar design and to provide solar control.

12. Bays and other projections should have a cap on the upper termination so they become an integral part of the structure and do not appear superficially affixed to the façade.

13. Parking, loading and garage entries should be recessed a minimum of 5 feet to minimized prominence on the public realm. They should be integrated with the building design.

14. Utilities, storage, and refuse collection should be located away from required street frontages to the greatest degree possible. Where service elements must be located on the required street frontages, they should be minimized in size and screened and/or integrated into the overall design to minimize the impact on the street frontage.



The bay windows of these units are integrated into the building's cornice line.

Roof Design

Development Controls

1. A variety of expressive and interesting roof forms shall be used to contribute to the overall character of the development.

Design Guidelines

1. Roof design should attractively incorporate and integrate green roofing technologies (renewable energy opportunities, plantings and the collection and storage of stormwater runoff).

2. Sloping and pitched roof forms, such as sawtooth, gable, hip, mansard, pyramidal and other roofs are encouraged to be used as accents to create interest atop prominent or special buildings.

3. Shaped parapets, cornice treatments and roof overhangs are encouraged to add depth, shadow and visual interest.

4. Strategies to achieve an interesting roofscape include vertical accents at corners, varied parapets, roof gardens and trellises.

5. The use of architectural features that provide visual interest to building facades, including, but not limited to, corner towers, gables, and "turrets" are encouraged.



A pyramid roof creates an accent of interest.

Private Open Space

Development Controls

1. A minimum of sixty (60) square feet of usable open space per residential unit shall be required if provided as private usable open space; or a minimum of fifty (50) square feet of usable open space per residential unit if provided as common usable open space that is completed at the same time as the residential units.

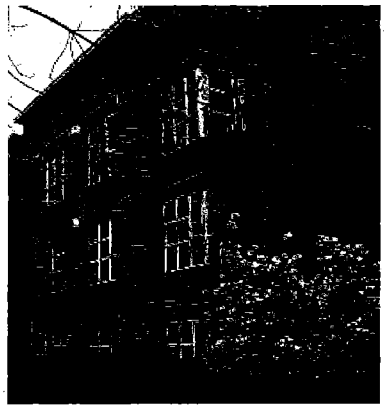
2. Private open space shall be provided in the form of private patios, yards, terraces or balconies. Private open space shall have a minimum dimension of 5 feet in each horizontal dimension if it is located on a deck, balcony, porch or roof and shall have a minimum horizontal dimension of 10 feet and a minimum area of 100 square feet if located on open ground, a terrace, or the surface of an inner or outer court.



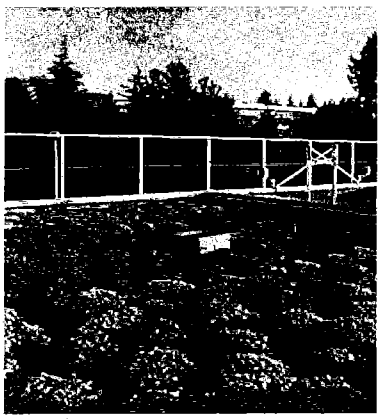
Deliberate, but diverse roof lines can create visual interest



The common open space should provide a mix of hardscape and landscape. Note the whimsical nature of the fence surrounding the children's playground



Private balconies must be at least 5 feet in each dimension



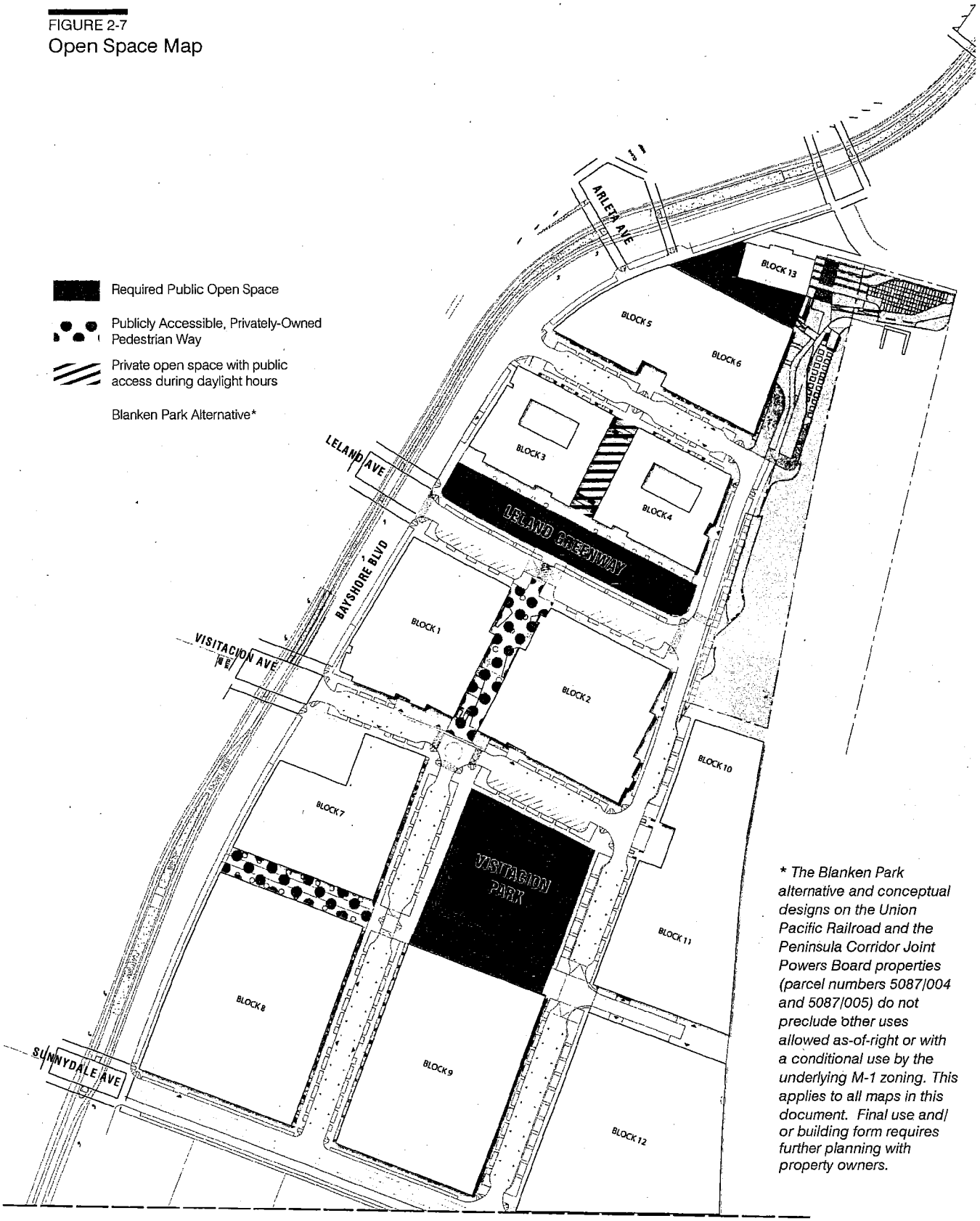
Green roofs can provide common open space.

3. Common open space shall be provided through common gardens, building courtyards, or rooftop terrace spaces. Common open space shall be open to the sky, shall be at least 15 feet in every horizontal dimension and shall have a minimum area of 300 square feet. Common open space must be accessible to all residents.
4. Community multi-purpose rooms and recreation rooms with direct access to other common open space, may be provided to fulfill a portion (to a maximum of 33%) of the common open space requirement, if approved by staff based on the criteria below:
   - Be of adequate size and location to be usable;
   - Be situated in such locations and provide such ingress and egress as will make the area easily accessible;
   - Be well-designed;
   - Have adequate access to sunlight if sunlight access if appropriate.
5. Projections permitted into (over) required private and/or common open space are limited to balconies, bay windows and decorative building facade features allowed in usable open space described in the Planning Code.
6. Required public open spaces illustrated in Figure 2-6 and required public pathways in Figure 2-7 shall not count towards private open space requirements.
7. Space devoted to sidewalks or other rights-of-way required to access residential and/or other development shall not be counted towards private open space requirements.
8. Plants listed on the Invasive Plant Inventory by the California Invasive Plant Council shall not be used for any landscaping.
9. The break between blocks 5 and 6 shall be designed as a visual connection, providing a view from Raymond Avenue to the Old Office Building. This connection must have a minimum sustained width of 20 feet. If designed to be enclosed by adjacent buildings, this break should be visually open and transparent for the first two-stories. If designed as an open passageway, it should be at least 60% open to the sky, with a minimum clearance of at least 25 feet. (For reference, see Planning Code Section 270.2 (e)(6))

Design Guidelines

1. Common open space at ground level should be designed to be visible from the street, using views into the site, tree-lined walkways, or a sequence of design elements to allow visual access into the space.

FIGURE 2-7
Open Space Map



** The Blanken Park alternative and conceptual designs on the Union Pacific Railroad and the Peninsula Corridor Joint Powers Board properties (parcel numbers 5087/004 and 5087/005) do not preclude other uses allowed as-of-right or with a conditional use by the underlying M-1 zoning. This applies to all maps in this document. Final use and/or building form requires further planning with property owners.*

2. Common open space should be usable, containing both soft and hardscape areas. Where possible, common outdoor areas should be more than 50% green, garden or softscape.

3. Where common open space is provided, each unit should have access to the open space directly from the building. Residents should not have to exit a building and travel on the public sidewalk to reach common open space.

4. Underground parking structures may be built beneath the street level of private open space parcels (see OSSMP) if adequate soil depth (minimum 3 feet for shrubs and minimum 4 feet for trees) is provided for landscaping at the street level.

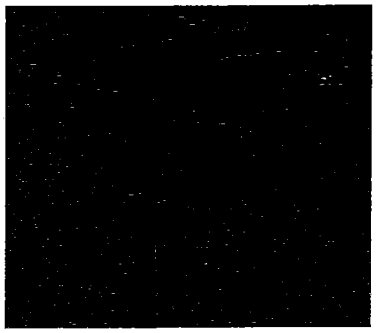
5. The design of private and common open space should follow "Bay Friendly Landscaping Guidelines" (by StopWaste.org) and use primarily native and/or drought-tolerant plants.

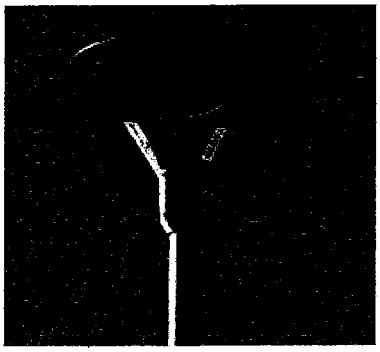
6. Private and common open space maintenance should reduce water usage by incorporating water retention features, smart (weather-based) irrigation controllers, and drip irrigation, bubblers or low-flow sprinklers for all non-turf landscape areas.

7. Where appropriate, private and common open space areas should collect and utilize rainwater for irrigation. All open spaces should reduce runoff from storm events.



Lighting can be recessed into awnings, overhangs or other architectural features.





Lighting fixtures should be cut off or shielded to prevent upward light spill.

Lighting

Nighttime lighting affiliated with the project shall be limited to avoid adverse effects on nighttime views of and within the Project Area.

Development Controls

1. Fixtures shall direct light downward, using the following methods:

- "Full Cut Off" or "Fully Shielded" fixtures (fixtures do not allow any light to be emitted above the fixture) shall be used in all exterior project lighting.

- Project lighting shall use "shut off" controls such as sensors, timers, motion detectors, etc., so lights are turned off when not needed for the safe passage of pedestrians. Parking lighting shall be shut off after business hours.

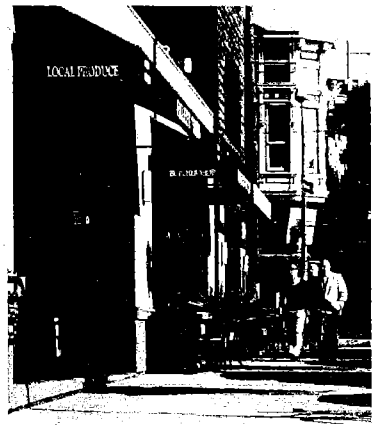
2. Pedestrian-scale lighting shall adequately light all sidewalks, pedestrian ways, mews, paths and parks on the Site.

Design Guidelines

1. Where possible, install light features within building elements or architectural features to achieve indirect illumination.

2. Outward oriented glazing should be used at upper story windows to reduce the nighttime visual impacts of internal lighting.

3. Unnecessary glare should be avoided by using non reflective materials on buildings and hardscapes.



Awnings can provide appropriate location for signage

Signage

Signage shall conform to Planning Code Article 6, as well as those Standards and Guidelines below.

Development Controls

1. Freestanding commercial signs and roof signs are not permitted.

2. Signage shall be affixed to buildings and incorporated into building design

Design Guidelines

1. Business signs – including wall signs, projecting or fin signs, (especially small signs at eye level), and window signs – should be oriented to the pedestrian.

2. The size and number of retail signs should be minimized.

3. Signs should respect a the building design, its architectural elements and the surrounding aesthetic. Signs should not cover or impede architectural elements such as transom windows, vertical piers, or spandrel panels.

3. Tenant improvements to storefronts should preserve facade transparency. Curtains, posters or other opaque signs should not obstruct visibility of the interior from the sidewalk. This guideline does not restrict the use of temporary translucent sun screens to shade café and restaurant patrons.



Signage should be orientated to pedestrians

Visual Screens and Sound Buffers

Efforts should be made to reduce transmission of transportation noise and screen views of the railroad tracks which extend along the site's eastern property line. Several methods should be considered to screen views and diminish noise generated by commuter rail service.



A green wall in San Francisco

Development Controls

1. For proposed buildings within 110 feet of the centerline of the railroad tracks, or within 55 feet of light rail tracks, a site-specific study is required to analyze and identify appropriate noise-reduction measures to reduce vibration exposure to new residents, employees, and visitors. The study shall demonstrate with reasonable certainty that California State Building Code Title 24 standards (i.e., 45 dBA Ldn for interior noise levels), where applicable, can be met. Should heightened concerns about noise levels be present, the Department may require

the completion of a detailed noise assessment by person(s) qualified in acoustical analysis and/or engineering prior to the first project approval action, in order to demonstrate that acceptable interior noise levels consistent with those in the Title 24 standards can be attained.

2. Incorporate sound insulation and windows to ensure acceptable levels of noise to building interiors in residential units along the site's eastern property line.

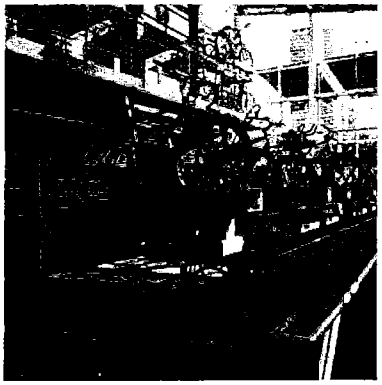
3. Enhance the eastern edge of the Schlage Lock site. Methods may include:
   - Broad-leaf evergreen plantings;
   - Masonry, green or living walls;
   - Public or environmental art to frame eastward views.

SUSTAINABLE SITE DEVELOPMENT

Development Controls

The development of the Schlage Lock site, and of adjacent properties in the surrounding Project Area, is intended to be a model of urban sustainable design. In addition to compliance with existing green building and energy efficiency standards, the project shall conduct an assessment of potential site-wide sustainable systems, including the following:

- Infrastructure to support future photovoltaic systems or solar thermal water heating systems (including roof load calculations, roof space and orientation design, penetrations and waterproofing for panel 'stand-off' supports, mechanical room space, and electrical wiring and plumbing).
- Installation of active solar thermal energy systems on new construction and retrofitting existing structures for space heating and hot water supply systems.
- Incorporation of district-level renewable energy generation technologies. Methods may include:
  - Wind turbine systems and associated equipment.
  - Photovoltaic roof panels.
  - Recovery of waste energy from exhaust air, recycled (gray) water, and other systems.
- Use of rainwater, and recycled (gray) water for landscape irrigation, toilets and other non-potable uses, as permitted by Health and Building Codes, rather than a potable water source.



Bicycle parking is required for both commercial and residential buildings

TRANSPORTATION, PARKING & LOADING

Transportation Demand Management

Development Controls

Required transportation measures designed to increase transit ridership, ridesharing, cycling and walking are itemized in the companion Transportation Demand Management (TDM) Plan. The TDM plan includes the land use and design strategies in this document, as well as several programs related to parking, carsharing, and public outreach. A TDM coordinator, the MTA and the Planning Department will monitor the programs and performance measures in the TDM plan.



Parking should be "wrapped" with retail uses in order to maintain an active street facade (Polk and Fern, San Francisco)

Off-Street Parking Requirements

Development Controls

The number of off-street parking spaces shall be as prescribed in the table below and as per SUD section 249.45(e)(7).

1. Off-street, unenclosed surface parking shall not be permitted.

2. New residential buildings with more than fifty (50) units shall provide parking spaces to car share programs. This requirement may be satisfied with some on-street parking spaces, as per the SUD, TDM plan and Planning Code regulations.



Car sharing programs should be promoted throughout the development

Design Guidelines

1. New developments are encouraged to reduce provision of off-street parking spaces to a minimum.

2. Space efficient parking, where vehicles are stored and accessed by valet, mechanical stackers or lift, via tandem spaces, or other means, is encouraged.

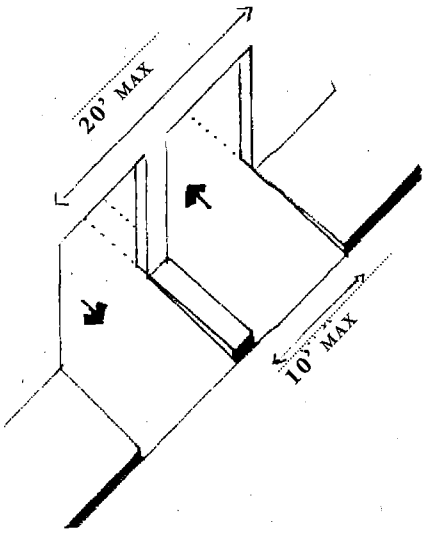
USE OR ACTIVITY	MAXIMUM AMOUNT OF OFF-STREET PARKING
Residential	One parking space per dwelling unit
Grocery	One parking space per 333 gross square feet
Retail	With the exception of grocery retail as set forth above, one parking space per 500 occupied square feet
School, fitness or community center use	One parking space per 1,000 square feet of occupied space
All other non-residential uses	One parking space per 750 square feet of occupied space

3. Bike parking should be in an easily accessible and safe location to minimize conflicts between bicycles, pedestrians and drivers. See Planning Code Sections 155.1-155.4 for standards and guidelines.

Off-Street Loading

Development Controls

1. New retail commercial uses above 10,000 square feet in size shall provide off-street loading facilities consistent with Planning Code requirements.



Curb Cuts / Driveways and Garage Doors

Development Controls

1. Curb cuts shall not be located on Leland Avenue or Bayshore Boulevard, except for the Bayshore frontage of Block 3.

2. Off-street parking serving an individual residential unit (such as live/work units), the maximum curb cut, driveway and garage door width shall be limited to eight (8) feet wide (one lane) per unit.

3. For off-street parking at commercial buildings and multi-unit residential buildings, curb cuts and driveways shall not be more than twenty (20) feet wide (one lane of egress and one lane of ingress per building). For large plate retail (over 10,000 square feet or with street frontage over 80 feet), there may be a twenty-five (25) foot wide curb cut for two lanes.

4. Off-street parking shall be located below grade where possible, or wrapped by active ground floor frontages as required by Figure 2-5. Along blocks where there are no frontage requirements, above-grade structured parking is limited to the ground floor, and must be either screened with green façades and living walls, or integrated within the design of the building, with architectural features and details to add visual interest to the façade.

Design Guidelines

1. Curb cuts and parking throughout the project area should be designed to prevent transit, bicycle, and pedestrian conflicts.

2. Service and delivery for commercial development should occur in the rear of the building and should always be placed in the area with the least visual and physical interference with regular pedestrian circulation.

3. Loading, service and access to building utilities should be provided using the same access points as parking garages.

4. During peak travel periods, deliveries for commercial development should be limited.

5. For off-street parking at single-family dwellings, townhouse entries and garages serving an individual residential unit, garages should be accessed from an alley or residential street rather than a primary street.

PUBLIC REALM - STREETS, BLOCKS & OPEN SPACE

A system of streets, sidewalks, and pathways shall provide vehicular and pedestrian access to all property on newly established blocks in Zone 1 and shall be aligned with streets in Zone 2 and the surrounding area. The location of streets and blocks will be aligned with and extend Raymond, Leland, Visitacion and Sunnydale Avenues into the Schlage Lock site, and shall generally adhere to the Circulation Map (Fig 2-4). The actual siting of streets shall be approved through the adoption of a companion Open Space and Streetscape Master Plan.

It should be noted that regional improvements studied by the required transportation study will not be implemented solely by the project sponsor, or by the City and County of San Francisco. Regional transit improvements will therefore be addressed through a separate process, the Bi-County Transportation Study, and the City will work collaboratively during the transportation study process with transit officials in Daly City, Brisbane and San Mateo County to ensure connections occur.

Street Grid / Block Layout

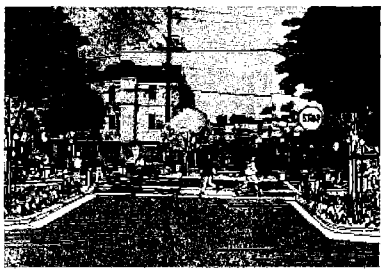
DEVELOPMENT CONTROLS

1. Streets shall be provided at locations specified in Figure 2-7. All required streets must be through-streets. Cul-de-sacs are not permitted. Private drives or parking entries may not be substituted for required streets.

2. Pathways shall be provided at locations as specified in Figure 2-7, in order to provide views and pedestrian access to public open space.

3. Required streets, alleys, mews and pathways shall be publicly accessible at all times, except where otherwise noted. Where streets, alleys, mews or pathways are not publicly owned, they must be designed to "read" as public streets. Installation of gates that restrict access to streets, alleys, mews or pedestrian pathways are not permitted.

4. Where streets terminate at the Caltrain right-of-way, ensure that the right-of-way:
   - provides a visual focal point announcing the street termination; or
   - provides a landscaped overlook with views to Little Hollywood and the east.



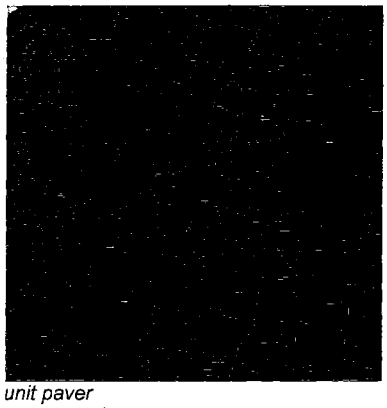
A landscaped overlook at a street terminus.

Street and Pathway Design

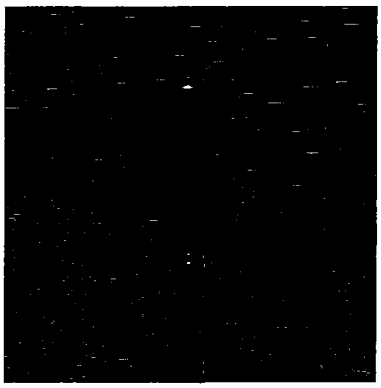
Street design, including street widths and other specifications, shall be established in the Open Space and Streetscape Master Plan and confirmed with the City during the appropriate development phase. Required streets and public pathways are shown in the Circulation Map, Figure 2-7. Leland Avenue and Street A play unique roles within the Site.

Leland Avenue

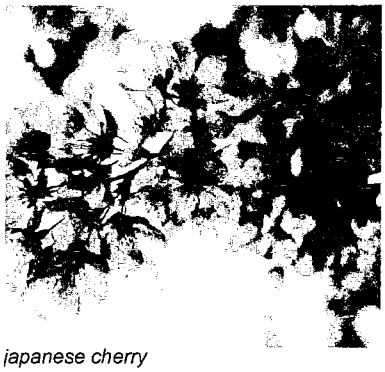
The Leland Avenue extension plays a central role in the proposed plan as a pedestrian-friendly neighborhood commercial street and as a main connection between the Visitacion Valley neighborhood and the new development on the Schlage Lock site (Zone 1). The Leland Avenue extension design complements and incorporates many of the recent improvements on Leland Avenue, west of Bayshore Boulevard. With the Leland Greenway, the extension will be part of the citywide Green Connections network.



unit paver



Leland Avenue standard



japanese cherry

Leland Avenue extension incorporates designs and materials from the existing Leland Avenue streetscape

Street A

Street A is intended to provide a pedestrian friendly, green connection from the site's northernmost point to its southern edge, and connect the site's major open spaces. This street, and all other exclusively residential streets, are designed for slow vehicular traffic and, where possible, best practice designs for stormwater management.

Development Controls

1. Street design shall adhere to the standards contained in the Better Streets Plan.
2. Required pedestrian ways shall have a minimum sustained width, from building wall to building wall, of 20 feet. They shall be sited at grade, or within 3 feet of grade, connected by generous stairs and accessible ramps.
3. Required pathways shall be constructed at-grade, or within 3 feet of grade wherever topography allows. The entire length of pathways shall be visible from connecting streets to provide a measure of security.
4. Street trees shall be planted approximately every 20-30 feet along public streets and publicly ways, mews, and alleys.
5. Major intersections, including all intersections at Leland Avenue, shall be designed with corner bulb-outs.
6. Corner bulbs and sidewalk bulb-outs shall be consistent with DPW and other City specifications to accommodate use of mechanical street sweepers.
7. Pedestrian-scale streetlights shall be installed along all streets consistently.

FIGURE 2-8
Circulation Map

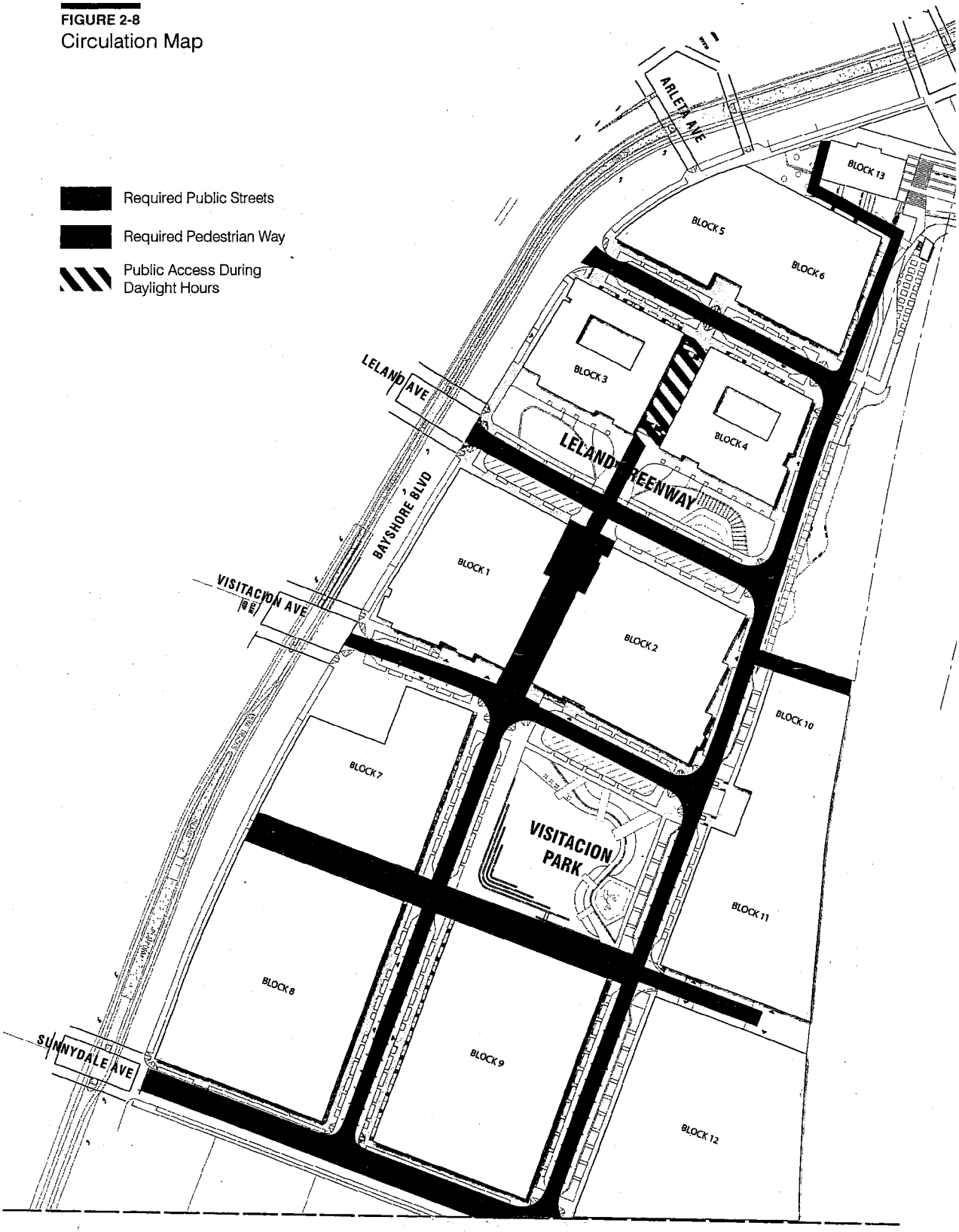


FIGURE 2-9
Bayshore Boulevard and Leland Avenue Intersection Concept Plan

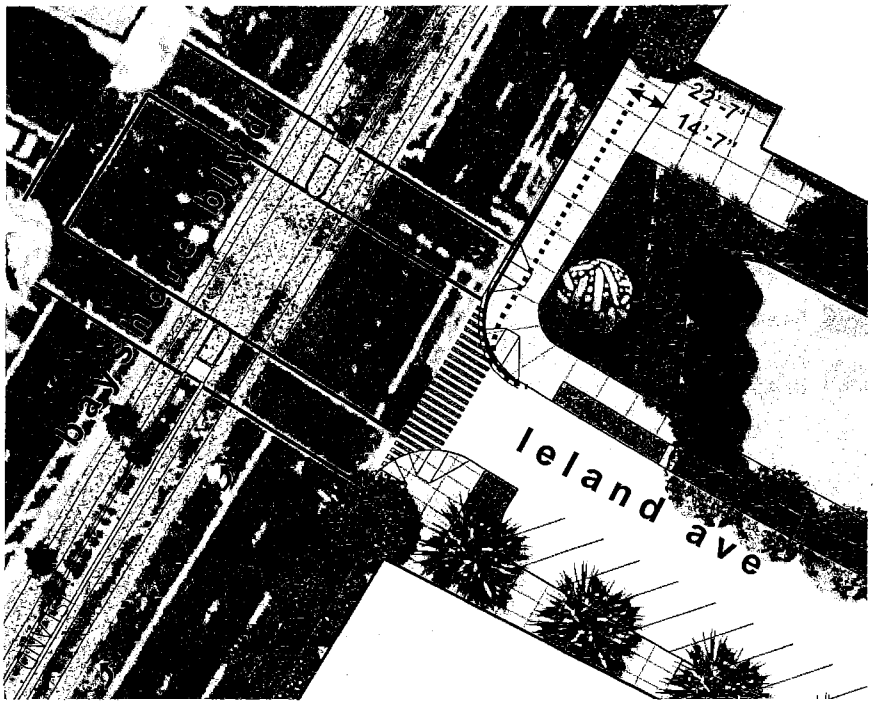
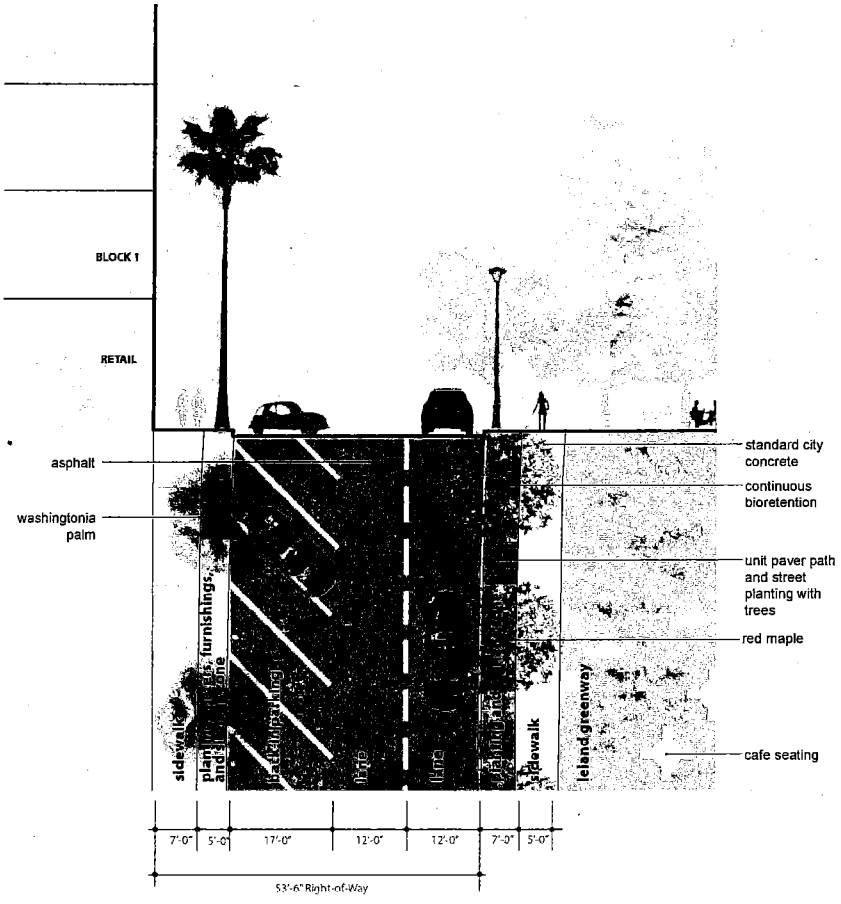


FIGURE 2-10
Leland Avenue Section at Leland Park



These natural tree wells are an example of how natural stormwater treatment can be incorporated into the street design



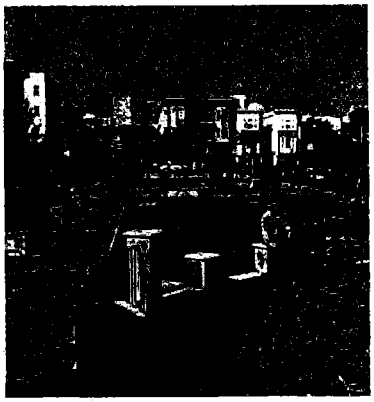
8. Special streetlights shall be installed along the Leland Avenue extension at the Schlage Lock site matching the streetlights installed on Leland Avenue west of Bayshore Boulevard.

9. All utilities on new streets shall be located underground.

10. Utility boxes, backflow devices, and other mechanical equipment shall be placed in unobtrusive locations. They may not be placed within the public right-of-way unless there are no other locations, and shall be screened from view.

11. Paved pathways and sidewalks shall be a minimum of six (6) feet wide.

12. Projections such as bay windows and cornices from adjacent residential, commercial or institutional uses shall not be permitted over pathways less than 20 feet wide.



The residential park should have a mix of open spaces to adapt to many users

Design Guidelines

1. New public streets should be designed according to the Open Space and Streetscape Master Plan. Streets should support all modes of circulation, including walking, bicycling, transit, vehicular, while encouraging alternatives to driving alone.

2. Bulb-outs should be planted with native and/or drought-tolerant plants, offer seating areas and create opportunities for public art.

3. Pedestrian oriented features such as tree plantings and signage should be installed in alleys and narrow streets.

4. Beacon lights or in-pavement crosswalk lights should be installed at key, non-signalized intersections to aid in pedestrian crossings.

5. New public streets should be designed to include appropriate street furniture, including pedestrian-scaled lighting, street trees and other landscaping, refuse bins, wayfinding signage and other pedestrian-amenities.

6. New public streets should utilize consistent sidewalk design (color, pattern, etc.), well-designed street furniture including seating, waste receptacles and pedestrian-scaled street lights.

7. Streetlights should use low voltage fixtures and energy efficient bulbs.

8. Street furniture should be consistent with improvements on Leland Avenue and other open space design elements throughout site. Use paving material with a Solar Reflectance Index (SRI) of at least 29.



Pathways through parks and the Schlage Site should be welcoming to all, not just residents of the development



An example of a public pathway



Secondary streets should include pedestrian oriented amenities



Streets in the new development include quality landscaping and streetscaping

9. Tree species should be varied throughout the neighborhood. Tree species may be varied by street to provide a different visual character on individual streets, but in most cases generally be consistent along each street.

10. Streetscape design should incorporate pervious surfaces for tree planting wherever possible and permitted by the DTSC-required remediation program. To reduce or minimize water consumption, trees, sidewalk plantings and plant material should be native and drought-tolerant wherever possible.

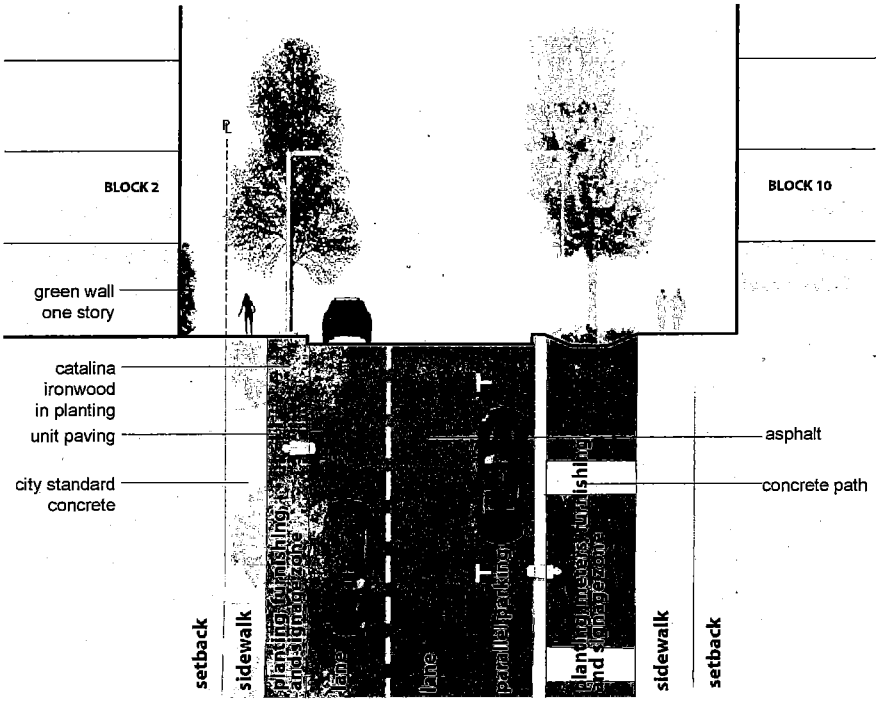
11. Streetscape design at intersections should incorporate retention cisterns or other sustainable stormwater management systems below bulb-out areas, to facilitate water retention or infiltration where appropriate.

12. Pathways should separate bicycle and pedestrian access and include adjacent landscaping.

Public Open Space

The Schlage Lock site shall be designed and developed to be a part of the existing open space network that includes the Visitacion Valley Greenway, neighborhood open spaces, McLaren Park, and the development pending along the Brisbane Baylands. Development of the Schlage Lock site must include two project sponsor-provided open spaces connected to this network, as detailed below; and will support development of a third open space as future agreements with JPB and UPRR allow. The open spaces shall generally be located and provided as described below, and as shown on the Open Space Plan, Figure 2-12. The descriptions below provide a starting point

FIGURE 2-11
Street A, cross section between Block 2 and Block 10



for development based on community input through the workshop process; and these designs are further described in the companion Open Space and Streetscape Master Plan. The actual dimensions, design and facilities provided at each open space will ultimately be determined through the design review process specified in the Visitacion Valley-Schlage Lock Special Use District.

Development Controls

The Schlage Lock site development must provide two required open spaces, as follows:

- "Leland Greenway" (0.73 acres)
- "Visitacion Park" (approximately 1 acre)

Please note that the park names are included for purposes of description in the plan; actual naming will occur as part of the community planning process.

1. All parks and plazas will be open to the public and fully accessible during daylight hours at a minimum.
2. All parks shall include both hardscape, in the form of paths, courts and play areas, and softscape elements, such as open grassy areas, groundcover, shrubs, flowering plants and trees. The three neighborhood parks specified above shall collectively constitute a minimum 60% softscape, unless determined otherwise through the design review process.
3. Required open spaces shall be constructed at-grade and or within 3 feet of grade, providing sufficient depth for planting (at least 3 feet for shrubs and 4 feet for small trees) and for stormwater management solutions.
4. Required open spaces should connect to streets by stairs and ramps. The interior of an open space should be visible from the street.

Design Guidelines

1. All parks, plazas, streets and pathways should be designed and considered as a part of an open space network, with pleasant pedestrian connections required between all open space components.
2. Provide ample seating for public users, such as low walls, benches, and/or stairs.
3. Reduce use of potable water for irrigation by installing smart (weather-based) irrigation controllers, and by using drip, bubblers or low-flow sprinklers for all non-turf landscape areas.
4. Incorporate sustainable stormwater management features to reduce rainfall runoff. These may include but are not limited to use of vegetated swales, vegetated infiltration basins, flow through and infiltration planters, pervious pavement, and other methods, consistent with the approved DTSC Remedial Action Plan.

5. Where possible, design parks with the capability to collect and store stormwater to irrigate parks and public open space. The plan's open spaces may be an appropriate site to collect, filter/clean and store rainwater underground, so this rainwater can be used to irrigate the public open spaces.

6. Incorporate integrated pest management, and non-toxic fertilization techniques to manage open spaces whenever possible.

7. Incorporate artists into the park design development process. Public art may incorporate whimsical elements desired by neighborhood residents, similar to installations in the Visitacion Valley Greenway.

Appendix

APPENDIX A. DEFINITIONS OF TERMS

THE FOLLOWING DEFINITIONS APPLY TO CERTAIN TERMS USED IN THESE DEVELOPMENT CONTROLS AND DESIGN GUIDELINES.

A

Accessory Parking
Parking facilities located on the premises and dependent upon the principal land use of a site.

Active frontage
Frontage on rights-of-way that consists of individual commercial or residential units, with entries ideally every 25 feet or less, but no more than 50 feet apart, and no significant blank or blind walls at the ground-floor or above.

Adjacent street frontage
Any linear frontage along a street directly abutting any side of a building, including only the nearer side of the street.

Agency Commission
The governing body of the Redevelopment Agency of the City and County of San Francisco.

Alley
A secondary right-of-way providing secondary circulation for cars, bicycles and pedestrians, as well as parking, loading and service access. Alleys may have a single shared surface for auto and pedestrian use, have minimal or no parking on the roadway, and are generally less than 25 feet wide.

Alternative Paving Materials
Paving materials that are not traditional asphalt or concrete, including interlocking concrete pavers, pervious concrete mixes, pervious paving stones, or other materials.

Articulation
Minor variations in the massing, setback, height, fenestration, or entrances to a building, which express a change across the elevation or facades of a building. Articulation may be expressed, among other things, as bay windows, porches, building modules, entrances, or eaves.

At-grade
At the level of an adjacent publicly accessible right-of-way. For sloping sites, at-grade for any given point is the midway vertical point between the line that connects the front and back lot lines, and the line that connects the two side lot lines.

Awning
A lightweight structure attached to and supported by a building, projecting over the sidewalk, designed to provide weather protection for entryways and display windows.

B

Bio-swale
A planted unpaved ground depression designed to collect, filter and drain stormwater prior to its entry into the wider stormwater system. Includes grassy swales and vegetated swales.

Block
The area encompassed by any closed set of publicly accessible rights-of-way, also including the rail rights-of-way.

Block Development Alternative
A variation to the parcel configuration to be exercised under certain prescribed conditions.

Block face
Any one side of a block.

Building
Above-ground, detached structure with a roof supported by columns or walls, that may or may not share below-ground programming.

Building Envelope
The exterior dimensions—dictating the maximum dimensions of width, depth, height and bulk—within which a building may exist on a given site.

Bulb-out
Sidewalk extension into parking or driving lanes, most commonly used at corners to narrow intersection widths or crossings.

C

Car-Sharing Program
A program that offers the common use of a car or other vehicle by individual members, enabling people or households to use a car for some trips while not owning, or owning fewer, cars.

Cistern
A sustainable rainwater management device used to capture and store clean water. They may be installed on building roofs, above ground, or underground.

Curb Cut
A break in the street curb to provide vehicular access from the street surface to private or public property across a sidewalk.

D

Design Guidelines
Suggestions for building features or qualities to be considered in project designs, often requiring subjective analysis.

Development Controls
Mandatory and measurable design specifications applicable to all new construction.

F

Façade
The exterior surface of a building that is visible from publicly accessible rights-of-way.

Façade Articulation
A major horizontal or vertical planal shift in a building's façade.

Façade Projection
A façade feature that extends forward from the main façade plane, such as a bay, column, cornice, or window molding.

Fenestration
Area of a building facade occupied by windows and doors.

Fin Sign
A sign projecting from the building wall over the sidewalk, visible from the street, also known as blade sign, that directs attention to a business, service or retail activity.

Fine-grain
Site and building design that incorporates small blocks, narrow lots, frequent street-facing residential and commercial entrances, and a rhythmic architecture that breaks building façades into narrow modules on the order of 25 feet.

Flex Space
A building space such as live-work, designed to provide occupants use flexibility, with a configuration that may allow retail, production, office or showroom space in combination with other uses.

Freestanding Sign
A sign in no part supported by a building.

G

Green Roof
A lightweight vegetated roof system installed in place of a conventional roof to reduce runoff, and heating and cooling costs. Extensive green roofs can comprise several layers, including a waterproof membrane, drainage material, a lightweight layer of soil, and select plants. Green roofs may be off limits to use or designed for passive recreational use.

Greenway
A linear park useable for non-auto circulation, that also provides landscaped areas, recreational opportunities, open space and seating. A greenway may be in the form of a wide (at least 12 feet sustained), useable road median.

H

Hardscape
The coverage of ground surfaces with constructed materials such as paving, walls, steps, decks, or furnishings.

Human Scale
Building, site, street and open space design of a size and character that relate to a pedestrian at ground level, as opposed to an individual in a fast-moving vehicle. Also: Pedestrian Scale.

I

Impervious Surfaces
An impermeable material, which prevents moisture percolation into the ground, and therefore sheds rainwater and residues onto streets and into stormwater sewers.

Infiltration Basin
A vegetated infiltration basin (often referred to as a rain garden) is a landscaped depression that has been excavated or created with bermed side slopes or other features to store water until it infiltrates into the ground. Plants used must withstand periods of standing water.

L

Liner Retail
Small retail spaces located along the perimeter of large retail areas.

Lot Frontage
The dimension of a lot along a primary street.

M

Modulation
Major variation in the massing, height, or setback of a building.

P

Parcel
An area of land designated to contain a specific building type or land use within a development block.

Pathway
A pedestrian and bicycle circulation element that prohibits cars, which may also provide access to residential or commercial uses.

Pedestrian Mews
A small-scaled, pedestrian oriented thoroughfare within a block that includes front doors and landscaping. A mew may or may not provide vehicular circulation.

Pedestrian Scale
See Human Scale.

Pervious Surface
Landscaping materials that allow a percentage of rainwater to percolate into the ground rather than run off into the stormwater system

Pervious Pavement/Pavers
Pervious pavements provide air spaces in the material that allow water to pass through the pavement to the crushed aggregate base, then infiltrate into the ground below. Pervious pavers are installed on a sand bed, allowing water to pass through and between the pavers to the underlying subgrade and infiltrate into the ground.

Plaza
An intimate, primarily hardscape open space element fronted by development and the street, that provides places to sit, eat, or casually gather.

Podium Development
Style of development in which upper-floor units share one or more common lobbies, and units are linked by common corridors and a common parking garage. Podium development may also have individual townhome units at ground level.

Public Open Space
Public open space includes neighborhood parks, plazas and greenways suitable for active and passive recreation. Sidewalk extensions and bulb-outs with seating, play and landscaped areas could also be considered public open space, if the extended area is a minimum of 12 feet wide, and is useable for active or passive recreation.

Publicly Accessible
Open to the public at all times (unless otherwise noted), and not closed off by gates, guards, or other security measures. Publicly accessible also means that there are not overly burdensome rules for acceptable and not acceptable behavior, nor design cues that make the open space seem unwelcoming.

Rain Barrel
A rain barrels is a sustainable stormwater management treatment used to "harvest" clean rainwater falling on a building roof. One or more rain barrels may be installed close to a roof downspout to collect water falling on a building roof. Water stored in rain barrels may be used to irrigate exterior landscapes, or for interior use, if approved.

Roadway
The width covered by asphalt from curb-to-curb. For roadways divided by a planted median, the roadway does not include the width of the median

Roof Sign
A sign, or portion thereof, erected or painted on or over the roof of a building.

Roofscape
The visual character of the roofs as viewed from above, such as from neighboring hills.

Setback
The horizontal distance that a wall or structure is offset from a designated line, typically the property line. Required setbacks between the property line and the primary built structure provide a transition between the street and private uses on the property. Setbacks may be dedicated to public use or remain as private space between the public right-of-way and the building mass. Upper-story setbacks from the plane of the ground floor streetwall are often required to reduce shadow impacts, mass and the appearance of building height.

Stoop
An outdoor entryway into residential units raised above the sidewalk level. Stoops may include steps leading to a small porch or landing at the level of the first floor of the unit.

Storefront
The facade of a retail space between the street grade and the ceiling of the first floor.

Street
A primary right-of-way through the site, providing circulation for cars, bicycles and pedestrians. Sidewalks and the roadway are separated by a curb, and there are separate lanes for parking and driving.

Streetscape and Public Open Space Plan
A set of standards and specifications for new public streets, alleys, rights-of way, sidewalks, intersections, parks, plazas, playgrounds and other public improvements in the Project Area.

Street Wall
A continuous facade of a building and/or buildings facing a street frontage at the property line or required setback. Floors or walls set back from the primary facade are not considered part of the street wall.

Softscape
Landscaped areas dedicated to planted materials such as ground cover, annuals, perennials, shrubs and trees.

Sustainable Design
A multi-disciplinary design approach to balance environmental responsiveness, resource efficiency, and community context.

Swale
Swales are gently sloping depressions planted with dense vegetation or grass. As the runoff flows along the length of the swale, the vegetation slows and filters rainwater allowing sediment and pollutants to settle out and rainwater to infiltrate into the ground.

Townhouse
Style of development in which attached ground floor residential units are individually accessed from a publicly accessible right-of-way, and not connected by interior corridors or connected parking garages.

Transparency
A characteristic of clear facade materials, such as glass, that provide an unhindered visual connection between the sidewalk and internal areas of the building. In general, approximately 70% or more of storefronts' street-facing elevations shall be transparent, i.e., comprised of windows and/or entrances.

Wall Sign
A sign painted directly on the wall or fixed flat against a facade of a building, parallel to the building wall and not projecting out from the facade more than the thickness of the sign cabinet.

APPENDIX B. PUBLIC PROCESS

The Visitacion Valley Schlage Lock Design For Development is the product of a series of focused public planning sessions that took place between September 2006 and August 2007 and was amended between October 2012 and May 2014 due to the loss of the Redevelopment Agency. The core of the process developed around monthly Community Advisory Committee (CAC) meetings and five public workshops regularly attended by neighborhood residents, business owners, and interested members of the public. San Francisco Redevelopment Agency and San Francisco City Planning Department staff organized and provided support at the meetings. In addition, staff from other City agencies attended and participated CAC meetings and public workshops. Descriptions of the workshops are provided below.

WORKSHOP 1: **TOWARD A FRAMEWORK PLAN**

On August 28th, 2006, the Planning Department held the first -workshop for the Visitacion Valley / Schlage Lock Design For Development. The goal of the workshop was to establish an optimal framework for the neighborhood with the Schlage Lock site at its center. After a presentation and analysis of site opportunities and challenges attendee break-out groups discussed the best strategy to successfully translate the previously developed Concept Plan into a working framework plan for the Site. This workshop resulted in refining framework plan concepts.

WORKSHOP 2: **PRELIMINARY URBAN DESIGN**

At the second workshop on October 14th, 2006, two alternate framework plans were described and the community attendees chose between alternate framework plans and selected a preferred framework plan. The issues discussed included an overview of the type and distribution of land uses on the site (residential, commercial, open space, etc.), potential building types, building height, and a discussion about the number of residential units that could be comfortably accommodated on the site, supported by necessary public infrastructure. In addition, a variety of urban design issues were presented and discussed. These community discussions helped to formulate a preliminary urban design plan.

WORKSHOP 3: **URBAN DESIGN**

Based on comments received at the first two workshops, a preferred plan was presented at the third public workshop, on January 6, 2007. The preferred plan concept included three neighborhood parks, a central neighborhood park (referred to as Leland Greenway), a park along Blanken Avenue connecting the Schlage site and Visitation Valley neighborhood with Little Hollywood to the east (Blanken Park) and a narrow linear park surrounded by residential development, (the Residential Greenway) at the southern part of the site. The preferred plan also included preservation of the Schlage Lock administrative office building on Blanken Street, as well as the 1930's buildings at Visitacion Avenue and Bayshore Boulevard per the community's recommendations. Break-out working groups also provided comments on and preferences for the programming and design of the three proposed open spaces.

WORKSHOP 4: **SUSTAINABLE SITE DESIGN AND BUILDINGS**

On May 5th, 2007, the Planning Department held the fourth public workshop. This workshop focused on a sustainability strategy and framework to establish site as a green, sustainable development. Sustainable design features proposed to be applied to the site included: remediation of toxic soils and groundwater on site; reducing stormwater runoff by using pervious pavement and employing bioswales at parks to direct rainwater flow; provisions to reduce generation of solid waste by reusing materials on-site; less reliance on use of private automobiles. In addition, sustainability features include mechanisms to reduce energy demand on site by siting buildings to take advantage of passive solar energy, designing buildings to maximize daylighting, insulating new construction, using low heat gain/loss windows, and other available measures and technologies. In addition to discussions about sustainable design, height distribution across the site was reviewed and discussed in an open forum discussion.

WORKSHOP 5: **BUILDING FORM AND DESIGN CHARACTER**

On August 4th, 2007, the fifth and final workshop was held on the design plan and new zoning for the Schlage Lock site. Workshop content and break-out group sessions focused on the proposed design character of the site elements. It included descriptions and discussion of architectural design elements, such as building facades & fenestration, setbacks, roof forms, and materials that can be used to create a well-designed collection of neighborhood buildings. In addition, a set of artist's renderings, illustrating possible build-out of the site incorporating design characteristics and design elements discussed at previous workshops, were presented to the community for discussion. Workshop break out groups discussed preferences for retail facades (window displays, consistent repetition of building bays to establish a comfortable pedestrian scale for retail development) and designs for retail entrances that would provide pleasing connections between retail uses and the public realm and provide the kind of neighborhood spaces that foster social interaction.

Descriptions of the subsequent community meetings that took place between October 2012 and March 2014 are provided below.

COMMUNITY MEETING 1: **POST-REDEVELOPMENT UPDATE & COMMUNITY PRIORITIES & GOALS**

On October 12, 2012, the Planning Department held the first post-Redevelopment community meeting for the Visitacion Valley / Schlage Lock project. The goal of was to inform the community what the funding loss due to the elimination of the Redevelopment Agency meant for the project. After an overview of the original package of community benefits Redevelopment funding would have helped to achieve, attendee break-out groups discussed their community benefit priorities for the Site under the new financial reality. This meeting resulted in a ranking of the community benefits.

COMMUNITY MEETING 2: **POTENTIAL FUNDING STRATEGIES & SITE PLAN CHANGES**

At the second community meeting on January 12, 2013, participants heard an overview of potential funding sources, and looked at revised open space and height options on the site. Two alternate Leland Greenway alternatives were described with community attendees discussing the pros and cons of each alternative. These community discussions helped shape height and open space changes and other considerations to ensure good design and livability.

COMMUNITY MEETING 3: **FINAL SITE PLAN REVISIONS & LELAND GREENWAY PROGRAMMING**

Based on comments received at the first two meetings, final site changes, strategies for addressing potential concerns with the changes, and a preferred Leland Greenway configuration was presented at the third public meeting, on May 18, 2013. Break-out working groups also provided comments for the programming and design of the Leland Greenway.

COMMUNITY MEETING 4: **DEVELOPMENT AGREEMENT OVERVIEW**

On March 22nd, 2014, the fourth and final public meeting was held. Community participants heard summaries of the site plan, open space and streetscape plan, remediation efforts, design controls and the development agreement between the city and the developer. The latter included an overview of all the community benefits in the development agreement. The community heard about and provided additional comment on the planning process for future phases and development on the site.

APPENDIX C. COMMUNITY GOALS

COMMUNITY GOALS FOR THE PROJECT

Source: Redevelopment planning process, September 2008.

Preamble: The redevelopment of the property on which the former Schlage Lock industrial facilities are located (the "Schlage Site") and the revitalization of Bayshore Boulevard and Leland Avenue pursuant to this Redevelopment Plan shall balance the goals of sustainable development, traditional neighborhood design and transit-oriented development.

The following goals were established in conjunction with the CAC and in meetings with members of the public at large. Together with the other related Plan Documents, these goals and objectives will direct the revitalization of the community and guide the direction of all future development within the Project Area. The goals and objectives for the Project Area are as follows:

GOAL 1: **CREATE A LIVABLE, MIXED USE URBAN COMMUNITY THAT SERVES THE DIVERSE NEEDS OF THE COMMUNITY AND INCLUDES ACCESS TO PUBLIC RESOURCES AND AMENITIES.**

Objectives:

- Attract a grocery store and provide a variety of retail options to serve multi-cultural, multi-generational community at a range of incomes.
- Provide for the expansion of local public services such as a new library, police sub-station, and fire department facilities.
- Provide high quality public infrastructure that serves as a model of sustainable design.
- Create opportunities for the old Schlage Office Building to serve in the project area as a landmark that can be used for a variety of civic purposes.
- Attract educational facilities including job training, English as a Second Language classes, City College extension, arts programs and multi-cultural resources.
- Promote neighborhood-serving retail to provide residents and workers with immediate walking access to daily shopping needs.

GOAL 2: **ENCOURAGE, ENHANCE, PRESERVE AND PROMOTE THE COMMUNITY AND CITY'S LONG TERM ENVIRONMENTAL SUSTAINABILITY.**

Objectives:

- Facilitate the cleanup, redesign and development of vacant and underutilized properties in the Project Area.
- Protect human health, by ensuring that toxics cleanup be the primary consideration in the planning and phasing of new development.
- Promote environmentally sustainable building practices in the Project Area so that the people, the community and ecosystems can thrive and prosper.
- Promote, encourage, and adopt design and construction practices to ensure durable, healthier, energy and resource efficient, and/or higher performance buildings and infrastructure that help to regenerate the degraded urban environment.
- Design green streets and sidewalks to contribute to the sustainability of the Project Area.
- Ensure that development balances economics, equity and environmental impacts and has a synergistic relationship with the natural and built environment.

GOAL 3: **CREATE PEDESTRIAN-ORIENTED ENVIRONMENT THAT ENCOURAGES WALKING AS THE PRIMARY TRANSPORTATION MODE WITHIN THE PROJECT AREA.**

Objectives:

- Connect the neighborhood through the creation of new streets and multi-use paths throughout the Schlage Site linking Visitacion Valley to Little Hollywood,
- Access into the Schlage Site shall be fully public accessible and designed as an extension of the block pattern of the surrounding community.
- Construct pedestrian-friendly streets throughout the Project Area to promote and facilitate easy pedestrian travel.
- Ensure new buildings have multiple residential entrances and/or retail at the street level to contribute to sidewalk activity.
- Improve the pedestrian safety along Bayshore Boulevard with intersection improvements and traffic calming.

GOAL 4: **ENCOURAGE THE USE OF ALTERNATIVE MODES OF TRANSPORTATION BY FUTURE AREA RESIDENTS, WORKERS AND VISITORS AND SUPPORT THE DEVELOPMENT OF THE CALTRAIN STATION AS A MAJOR MULTI-MODAL TRANSIT FACILITY.**

Objectives:

- Encourage development that promotes the use of public transit, carpooling, shuttles, bikes, walking and other alternatives to the privately- owned automobile.
- Contribute to regional connectivity of the greater Visitacion Valley area particularly with the Baylands of Brisbane.
- Coordinate with local and regional transportation and planning agencies to facilitate rights-of-way connectivity and access to public transportation.
- Enhance the attractiveness, safety, and functionality of transit stop locations within the Project Area.
- Encourage new buildings on adjacent parcels to include safe pedestrian connections to the Caltrain facility.
- Minimize the number of curbs cuts in new developments and encourage common parking access where feasible.

GOAL 5: **CREATE WELL DESIGNED OPEN SPACES THAT ENHANCE THE EXISTING COMMUNITY AND NEW DEVELOPMENT.**

Objectives:

- Create new parks, greenways, boulevards, and plazas that contribute to the existing open space network that serve the diverse needs of a mixed-use community.
- Publicly accessible open spaces should incorporate design elements of the Visitacion Valley Greenway in order to express a cohesive, creative and unique neighborhood character.
- Design new open spaces and streets to contribute to the sustainability of the infrastructure serving the Project Area, including treatment of stormwater, and the creation and maintenance of urban natural habitat.
- Provide opportunities for ongoing community involvement in the parks through environmental education, interpretation and other active programming.
- Include pedestrian walkways and destination points such as small plazas that create a sense of place.
- Incorporate art by local artists in the design of public places.
- Create financing mechanisms to ensure the long-term maintenance of parks and streetscapes.

GOAL 6: **DEVELOP NEW HOUSING TO HELP ADDRESS THE CITY'S AND THE REGION'S HOUSING SHORTFALL, AND SUPPORT REGIONAL TRANSIT USE.**

Objectives:

- Avoid the displacement of any residents.
- Assist with the preservation and rehabilitation of existing affordable housing.
- Facilitate the construction of new housing for a range of income levels and household sizes.
- Increase the local supply of well-designed affordable housing for low-income and moderate-income working individuals, families, and seniors.
- Develop housing to capitalize on transit-oriented opportunities within the Project Area.

GOAL 7: **ESTABLISH THE PROJECT AREA AND SURROUNDING NEIGHBORHOODS AS A GATEWAY TO THE CITY OF SAN FRANCISCO.**

Objectives:

- Use thoughtful design that complements and integrates the existing architectural character and natural context of Visitacion Valley.
- Ensure that buildings reflect high quality architectural, environmentally sustainable building and urban design standards.
- Incorporate local historical, ecological, cultural and artistic elements in the designs of buildings, streetscape and parks.
- Improve the district's identity and appearance through streetscape design.
- Increase the economic viability of small businesses in the project area by providing an attractive, pedestrian-friendly street environment.
- Design housing and public spaces to be family and multi-generational oriented.
- Facilitate the preservation, rehabilitation, and seismic retrofitting of historic buildings and landmarks.
- Design streets, parks, and building facades to provide adequate lighting and visual connectivity to promote public safety.

GOAL 8: **ENCOURAGE PRIVATE INVESTMENT BY ELIMINATING BLIGHTING INFLUENCES AND CORRECTING ENVIRONMENTAL DEFICIENCIES.**

Objectives:

- Assemble and re-subdivide vacant industrial parcels in order to create buildable parcels and provide block patterns that integrate with the architectural character of the existing community.
- Incorporate a mix of uses into the new development within the Project Area, particularly the Schlage Site, including different types of housing, retail and community services.
- New development should take advantage of the transit proximity and be designed as a compact walkable mixed-use community.
- Provide economic opportunities for current Visitacion Valley residents and businesses to take part in the rebuilding and revitalization of the community.
- Provide opportunities for participation of property owners in the redevelopment of their own properties.
- Strengthen the economic base of the community through commercial functions in the Project Area, and attract citywide attention to the district through events, media campaigns, and district-wide advertising.
- New development should relate to Leland Avenue and help revitalize the neighborhood's traditional main street with local business development.
- New retail is a critical component of the project on the Schlage Site, and should also support and contribute to the existing retail corridors on Leland Avenue and Bayshore Boulevard.

APPENDIX D. MAYOR'S TASK FORCE ON GREEN BUILDINGS ORDINANCE

*Note: The following table is intended as an illustrative summary of requirements only. Actual ordinance can be found in the San Francisco Building Code Chapter 13C, and amendments to that chapter may supercede the summary shown here.

Green Building Ordinance: Summary of Requirements
Table 1: Performance Standards and Timelines

Attachment A
Table 1

Building Type	Requirement and Code Reference	Effective Date				
		2008 (November 3)	2009	2010	2011	2012
1304C.1 New Group R Occupancy Buildings						
Small Residential: 4 or fewer units (1304C.1.1)	Rating Requirement (1304C.1.1)	Submit GreenPoints new home construction checklist; no points required	Submit GreenPoints new home construction checklist; 25 GreenPoints required	GreenPoint Rated; minimum 50 GreenPoints		GreenPoint Rated; minimum 75 GreenPoints
	Stormwater Management (1304C.0.3)	Meet "SFPUC Stormwater Design Guidelines", if applicable				
Midsize Residential: 5+ units and < 75' height to highest occupied floor (1304C.1.2)	Rating Requirement (1304C.1.2)	Submit GreenPoints multi-family checklist; no points required	Submit GreenPoints new home construction checklist; 25 GreenPoints required	GreenPoint Rated; minimum 50 GreenPoints	GreenPoint Rated; minimum 75 GreenPoints	
	Stormwater Management (1304C.0.3)	Comply with "SFPUC Stormwater Design Guidelines". As Applicable: LEED NC SS 6.2 and SS 6.1.				
High-Rise Residential: 5+ units and ≥ 75' height to highest occupied floor (1304C.1.3)	Rating Requirement (1304C.1.3.1)	Achieve LEED Certified OR GreenPoint Rated with minimum 50 points, plus requirements below		Achieve LEED Silver certification OR GreenPoint Rated with minimum 75 points, plus requirements below		
	Water Efficient Landscaping (1304C.1.3.2)	Min. of 50% reduction in use of potable water for landscaping (LEED credit WE1.1)				
	Water Use Reduction (1304C.1.3.3)	Min. of 20% reduction of potable water use (LEED credit WE3.1)			Min. of 30% reduction in potable water use (LEED credit WE3.2)	
	Stormwater Management (1304C.0.3)	Comply with "SFPUC Stormwater Design Guidelines". As Applicable: LEED NC SS 6.2 and SS 6.1.				
	Construction Debris Management (1304C.1.3.4)	Divert at least 75% of construction debris (LEED credit MR 2.2)				

Green Building Ordinance: Summary of Requirements
Table 1: Performance Standards and Timelines

Attachment A
Table 1

Building Type	Requirement and Code Reference	Effective Date				
		2008 (November 3)	2009	2010	2011	2012
1304C.1 New Group R Occupancy Buildings						
Small Residential: 4 or fewer units (1304C.1.1)	Rating Requirement (1304C.1.1)	Submit GreenPoints new home construction checklist; no points required	Submit GreenPoints new home construction checklist; 25 GreenPoints required	GreenPoint Rated; minimum 50 GreenPoints		GreenPoint Rated; minimum 75 GreenPoints
	Stormwater Management (1304C.0.3)	Meet "SFPUC Stormwater Design Guidelines", if applicable				
Midsize Residential: 5+ units and < 75' height to highest occupied floor (1304C.1.2)	Rating Requirement (1304C.1.2)	Submit GreenPoints multi-family checklist; no points required	Submit GreenPoints new home construction checklist; 25 GreenPoints required	GreenPoint Rated; minimum 50 GreenPoints	GreenPoint Rated; minimum 75 GreenPoints	
	Stormwater Management (1304C.0.3)	Comply with "SFPUC Stormwater Design Guidelines". As Applicable: LEED NC SS 6.2 and SS 6.1.				
High-Rise Residential: 5+ units and ≥ 75' height to highest occupied floor (1304C.1.3)	Rating Requirement (1304C.1.3.1)	Achieve LEED Certified OR GreenPoint Rated with minimum 50 points, plus requirements below		Achieve LEED Silver certification OR GreenPoint Rated with minimum 75 points, plus requirements below		
	Water Efficient Landscaping (1304C.1.3.2)	Min. of 50% reduction in use of potable water for landscaping (LEED credit WE1.1)				
	Water Use Reduction (1304C.1.3.3)	Min. of 20% reduction of potable water use (LEED credit WE3.1)			Min. of 30% reduction in potable water use (LEED credit WE3.2)	
	Stormwater Management (1304C.0.3)	Comply with "SFPUC Stormwater Design Guidelines". As Applicable: LEED NC SS 6.2 and SS 6.1.				
	Construction Debris Management (1304C.1.3.4)	Divert at least 75% of construction debris (LEED credit MR 2.2)				

APPENDIX E. LEED FOR NEIGHBORHOOD DEVELOPMENT CHECKLIST

☒ **LEED for Neighborhood Development Pilot Project Checklist**

Project Name: Schlage Lock Site
Primary Contact: Rich Chien

Instructions: In the Points Earned column, enter "Yes," "No," or "Maybe" for prerequisites and the expected number of points earned for credits. For prerequisites with more than one compliance path, enter the compliance path option # in column E, in the row under the prerequisite's name.

Points Earned			
23	**Smart Location & Linkage**		**30 Points Possible**
Yes	Prereq 1	**Smart Location** Option #: 2 and/or #3	Required
Yes	Prereq 2	**Proximity to Water and Wastewater Infrastructure** Option #: 1	Required
Yes	Prereq 3	**Imperiled Species and Ecological Communities** Option #: 2	Required
Yes	Prereq 4	**Wetland and Water Body Conservation** Option #: 1	Required
Yes	Prereq 5	**Farmland Conservation** Option #: 1	Required
Yes	Prereq 6	**Floodplain Avoidance** Option #: 1	Required
2	Credit 1	**Brownfield Redevelopment**	2
	Credit 2	**High Priority Brownfields Redevelopment**	1
10	Credit 3	**Preferred Location**	10
7	Credit 4	**Reduced Automobile Dependence**	8
	Credit 5	**Bicycle Network**	1
3	Credit 6	**Housing and Jobs Proximity**	3
1	Credit 7	**School Proximity**	1
	Credit 8	**Steep Slope Protection**	1
	Credit 9	**Site Design for Habitat or Wetlands Conservation**	1
	Credit 10	**Restoration of Habitat or Wetlands**	1
	Credit 11	**Conservation Management of Habitat or Wetlands**	1
29	**Neighborhood Pattern & Design**		**39 Points Possible**
Yes	Prereq 1	**Open Community**	Required
Yes	Prereq 2	**Compact Development**	Required
5	Credit 1	**Compact Development**	7
4	Credit 2	**Diversity of Uses**	4
3	Credit 3	**Diversity of Housing Types**	3
	Credit 4	**Affordable Rental Housing**	2
2	Credit 5	**Affordable For-Sale Housing**	2
2	Credit 6	**Reduced Parking Footprint**	2
8	Credit 7	**Walkable Streets**	8
2	Credit 8	**Street Network**	2
	Credit 9	**Transit Facilities**	1
	Credit 10	**Transportation Demand Management**	2
1	Credit 11	**Access to Surrounding Vicinity**	1
1	Credit 12	**Access to Public Spaces**	1
1	Credit 13	**Access to Active Public Spaces**	1
	Credit 14	**Universal Accessibility**	1
	Credit 15	**Community Outreach and Involvement**	1
	Credit 16	**Local Food Production**	1

5	**Green Construction & Technology**	31 Points Possible

Yes	Prereq 1	**Construction Activity Pollution Prevention**	Required
	Credit 1	**LEED Certified Green Buildings**	3
	Credit 2	**Energy Efficiency in Buildings**	3
	Credit 3	**Reduced Water Use**	3
1	Credit 4	**Building Reuse and Adaptive Reuse**	2
	Credit 5	**Reuse of Historic Buildings**	1
1	Credit 6	**Minimize Site Disturbance through Site Design**	1
1	Credit 7	**Minimize Site Disturbance during Construction**	1
	Credit 8	**Contaminant Reduction in Brownfields Remediation**	1
	Credit 9	**Stormwater Management**	5
	Credit 10	**Heat Island Reduction**	1
	Credit 11	**Solar Orientation**	1
	Credit 12	**On-Site Energy Generation**	1
	Credit 13	**On-Site Renewable Energy Sources**	1
	Credit 14	**District Heating & Cooling**	1
	Credit 15	**Infrastructure Energy Efficiency**	1
	Credit 16	**Wastewater Management**	1
	Credit 17	**Recycled Content for Infrastructure**	1
1	Credit 18	**Construction Waste Management**	1
1	Credit 19	**Comprehensive Waste Management**	1
	Credit 20	**Light Pollution Reduction**	1

1	**Innovation & Design Process**	6 Points

	Credit 1.1	**Innovation in Design:** Provide Specific Title	1
	Credit 1.2	**Innovation in Design:** Provide Specific Title	1
	Credit 1.3	**Innovation in Design:** Provide Specific Title	1
	Credit 1.4	**Innovation in Design:** Provide Specific Title	1
	Credit 1.5	**Innovation in Design:** Provide Specific Title	1
1	Credit 2	**LEED® Accredited Professional**	1

58	**Project Totals** (pre-certification estimates)	106 Points

Certified: 40-49 points, **Silver:** 50-59 points, **Gold:** 60-79 points, **Platinum:** 80-106 points

APPENDIX F. SCHLAGE LOCK DESIGN REVIEW PROCEDURE

New proposals will undergo phase and design review and approval by the Planning Department prior to issuance of phase approvals and building permits. A broad outline of the phase and design review process is provided below, and further detailed in the Development Agreement and the Visitacion Valley/Schlage Lock Special Use District of the Planning Code, respectively.

Staff Participation

Design review will be conducted by the Planning Department. The Planning Department shall be responsible for the design review process and maintaining liaison with the project sponsor's architectural design team, and formal required submissions shall be made to the Planning Department.

For each phase of development, the Planning Department will also oversee a Phase Application review process, which will include the design review of all of the phase's infrastructure, utilities, open space, historic preservation, and all other improvements located outside of the twelve development parcels. It may also include the design review of buildings proposed for any or all of the development parcels within an applicable phase, at the project sponsor's election. Alternatively, any or all of a phase's buildings may seek design review approval following Phase Application approval.

Designs for new development will be reviewed by the appropriate City departments. This review will occur before critical decisions in the design process are made. It is expected that continuous contact will be maintained between the project sponsor's architect and the City's design review staff during the draft design and working drawing process and that reasonable requests for progress plans or additional materials in addition to those required below will be met at any time. Final approvals or disapprovals shall be made by the Planning Director based on a design's compliance with this Design for Development, the Special Use District, the Open Space and Streetscape Master Plan, any other applicable controls in the Planning Code and those memorialized in the Development Agreement, and the findings and recommendations of the staff report.

Community Participation

Advice and consultation regarding each proposed phase of development and design review will be sought by the project sponsor from the community to ensure consistency with the controls, design guidelines and community benefit requirements. Prior to filing any site and/or building application or Phase Application, the project sponsor shall conduct a minimum of one pre-application meeting. The meeting shall be conducted at the project site or within a one-mile radius of the project site but otherwise subject to the Planning Department's Pre-Application Meeting packet, affidavit and procedures, including the submittal of required meeting documentation with each Phase Application and any subsequent building or site permits for design review. A Planning Department representative shall attend.

Additionally, for each Phase Application and once design review is completed on site or building permit applications, Neighborhood Notification will be mailed to neighbors within 300 feet of the subject property, anyone who has requested a block book notation, and relevant Visitacion Valley neighborhood groups for a 30-day public review period after staff review and no less than 30 days prior to Planning Director, or Planning Commission action on the application. Also, Phase Applications (led by the Planning Department) and design review applications (led by the project sponsor) will be subject to a "post-application" meeting on the 15th day of the 30-day public comment period.

Acceptance of Proposals

Required design submissions must adhere to the Community Participation requirements above. Additional informal reviews at the request of either the project sponsor or the Planning Department are encouraged. In evaluating the design of a building and its relationship to the site and adjoining areas, the Planning Department will avoid imposing arbitrary conditions and requirements, however evaluating whether the project adheres to many of the design guidelines will require some subjective analysis by Planning Department and City staff. The Development Controls and Design Guidelines contained in this document are intended to inform individual project design and will be used to measure the design compatibility of a project with the overall design character of the Visitacion Valley community. Development Standards within this document shall be applied by the Planning Department to project proposals in order to achieve the purposes of the Special Use District.

Impact Fee Allocation and Annual Updates

In addition to the community involvement in the phase and building design, community consultation will be sought in the process to allocate impact fees related to the Visitacion Valley Community Facilities and Infrastructure Fee and the Transportation Fee Obligation to which the project is subject. The Planning Department will hold a minimum of one public meeting per year in the community to inform the public of funds accrued every year and, when enough funds have been collected, to consult the community on needs and potential uses for the impact fees. (For the first two years of the Development Agreement, these meetings shall be held a minimum of twice per year.) At this meeting, the project sponsor shall present a progress report on the Schlage Lock project, including but not limited to status of parks and community improvements, number of units built, BMR units, and status of the Old Office building. Such report may use information from or be the same as the Annual Review required in the Development Agreement.

ACKNOWLEDGEMENTS

This document was developed with participation of several partners. Special thanks to Pyatok Architects, GLS Landscape Architecture, BKF Engineering, and Van Meter Williams Pollack for the plans, designs and graphics in this document and the community process behind it.

The Planning Department would like to acknowledge the leadership of several City agencies and offices throughout the course of the Schlage Lock site redevelopment and design processes, including:

Mayor's Office of Economic and Workforce Development
Office of Supervisor Malia Cohen
Office of the City Attorney
Office of Community Investment and Infrastructure
Department of Public Works
Office of former Supervisor Sophie Maxwell
(former) San Francisco Redevelopment Agency

The leadership of the community members of the Visitacion Valley/Schlage Lock Advisory Body (and former Citizens' Advisory Committee) were essential to this document and the entire project. Current AB and former CAC members are:

Chris Barnett
Linda Bien
Christina Charles
Robin Chiang
Brad Drda
Edith Epps
Douglas Fong
Jim Growden
Inskip James
Michelle LaFlue
Paul McLaughlin
Fran Martin
Arcadia Maximo
Russel Morine
Frederick Parkinson
Tom Radulovich
Marlene Tran
Anne Seeman
Neo Veavea

San Francisco Planning Commission:
Cindy Wu, *President*
Rodney Fong
Michael J. Antonini
Gwyneth Borden
Rich Hillis
Kathrin Moore
Hisashi Sugaya

We would like to thank the following Public Agencies and Boards for their participation:

Landmarks Preservation Advisory Board
SF Public Utilities Commission
SF Department of Public Works
SF Recreation and Parks Department
SF County Transportation Authority
SF Environment
SF Municipal Transportation Agency

We would also like to acknowledge the dedicated efforts of the various organizations, institution, neighborhood associations and individuals that have participated in and supported this community process, including:

Bay Area LISC
City of Brisbane
SF Recycling Center
VVBOOM
Visitacion Valley Planning Alliance
Visitacion Valley Community Development Corporation

We would also like to thank the following firms and individuals for their work which set the stage for this process:

Urban Ecology
EDAW
Nelson Nygaard
Strategic Economics

table of contents

section 1 INTRODUCTION 7

Background 7

Purpose of Document 7

Plan Area Description 9

Site Ownership 9

Community Planning Process and Design Goals 10

Key Site Issues 11

section 2 SITEWIDE STRATEGIES & PALETTES 17

Overall Open Space Master Plan 17

Sitewide Strategies and Palettes 19

Paving Plan 21

Lighting Plan 23

Site Furnishings Plan 25

Public Art and Historic Commemoration Strategy 27

Stormwater Management Concept 29

Tree Plan 31

Understory Planting Plan 35

section 3 PARK & PLAZA SCHEMATIC DESIGNS 41

Visitacion Park 43

Leland Greenway 51

Old Office Building Plazas and Blanken Park Alternative 61

section 4 STREETSCAPE DESIGN 69

Overall Streetscape Master Plan 72

Streetscape Hierachy 73

Overall Circulation Requirements 74

Accessible Parking & Passenger Loading 76

Caltrain Station Access 80

Leland Avenue 82

Street A 84

Lane B 88

Street Termination at Visitacion Avenue & Raymond Street 90

Sunnydale Avenue 92

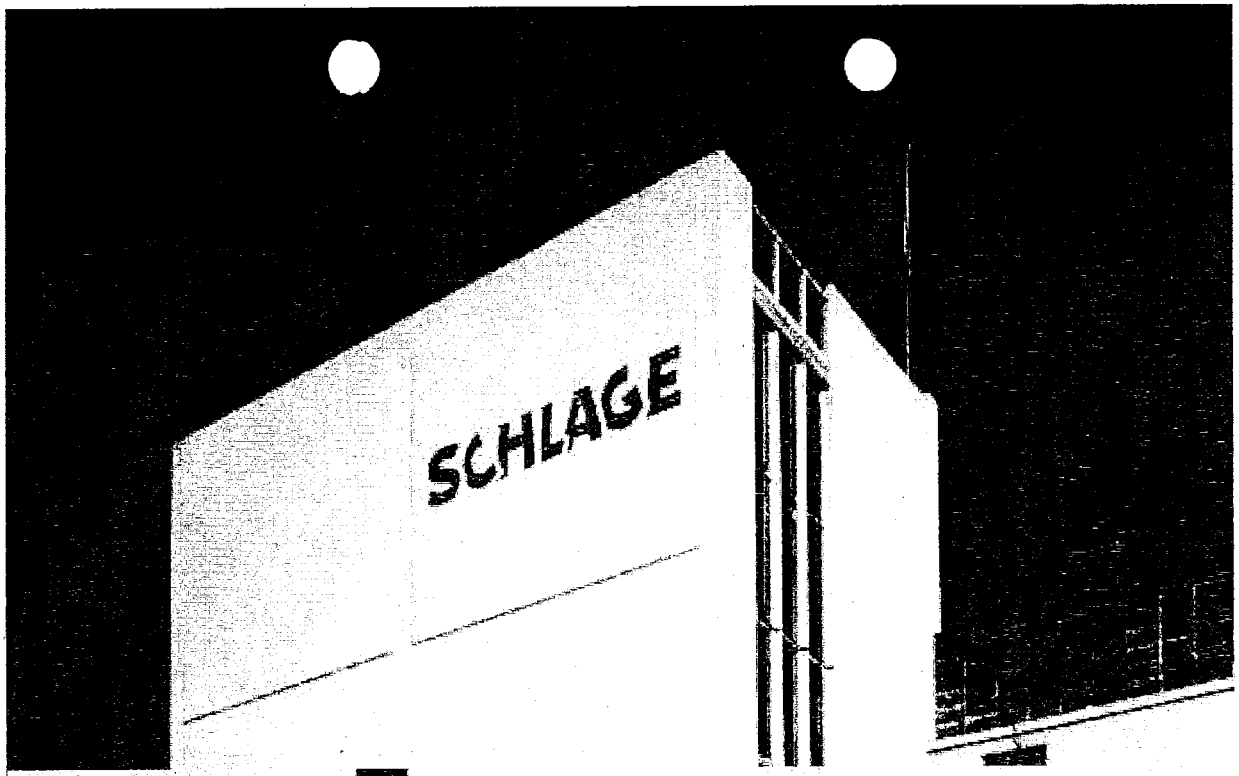
Raymond Avenue 94

Visitacion Avenue 96

Pedestrian Pathways 98

Alley 100

Bayshore Boulevard 102





introduction



section 1

introduction

background

The planning process for the Schlage Lock site has been under way since the closure of the factory in 1999. When a proposal for a Home Depot (2000) was met with community opposition, a collaborative planning process between the community and the City of San Francisco was launched to revitalize Visitacion Valley. With the Redevelopment Agency, the process examined how to reuse the Schlage Lock site and adjacent parcels in a way that benefits the existing neighborhood. The planning effort culminated in 2009 with the adoption of the Design for Development document (D4D). When the California Redevelopment agencies were eliminated in 2012, the City of San Francisco reinitiated the process to transform the site. This resulted in replacing the Redevelopment Plan with amendments to the 2009 D4D document, a new Special Use District and new implementation documents, including this one. This Open Space and Streetscape Master Plan provides schematic designs for the Schlage Lock site, or Zone 1 of the former redevelopment area.

purpose of document

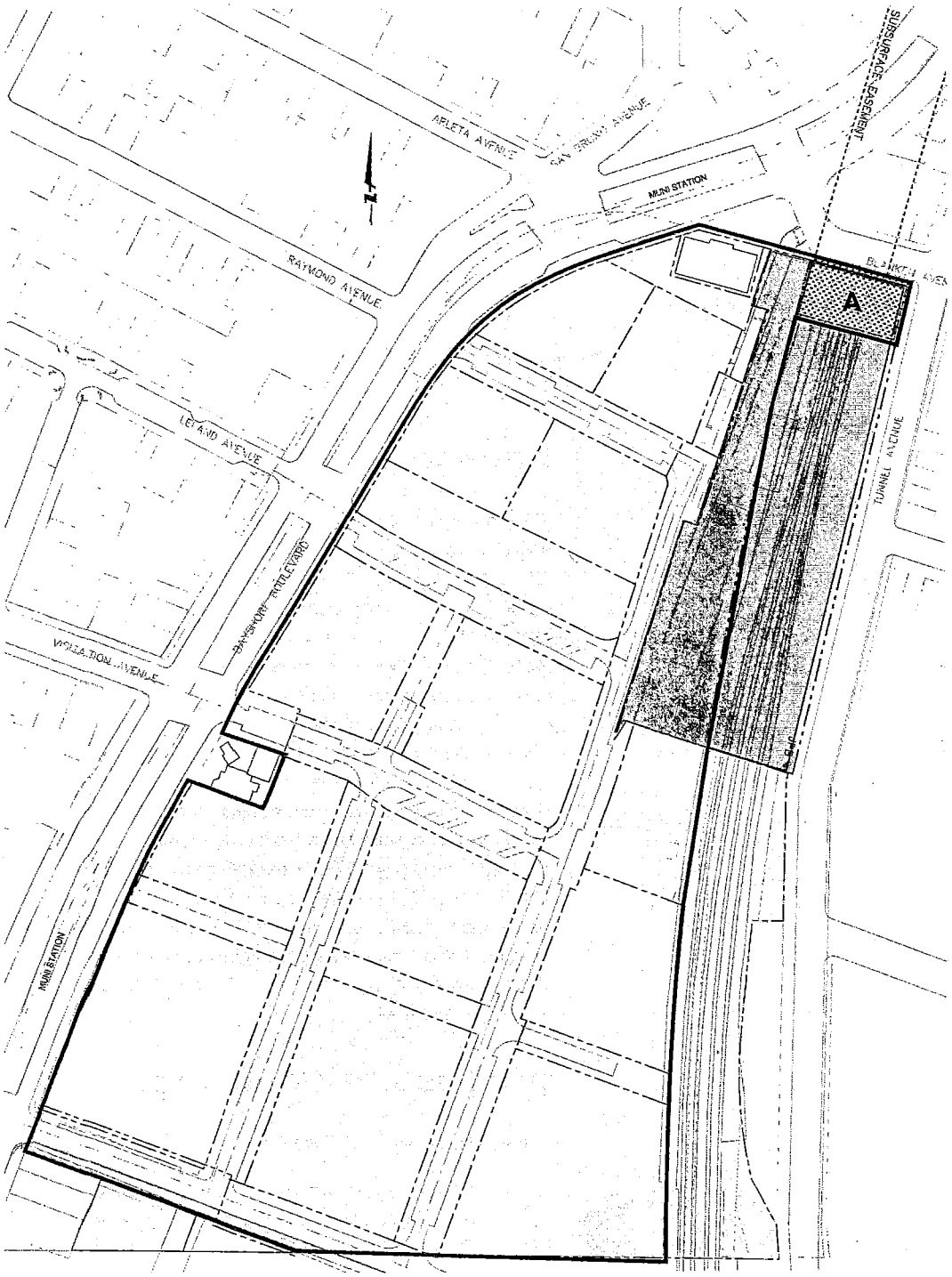
The purpose of this document is to:

- establish schematic designs for the new parks and open space in the Open Space and Streetscape Master Plan (Plan Area), and
- establish the designs of new streets throughout Plan Area.



figure 2|open house

figure 3: property ownership



JPB Parcel APN 5087-005

A JPB Owned Area within Plan Area (10,059 sq.ft.)

Note: Exact division between JPB and UPRR parcel is not currently available.

'Visitacion Development LLC' Ownership

UPRR Parcel APN 5087-004 (38,257 sq.ft.)

JPB Easement

Plan Area

JPB Subsurface Easement

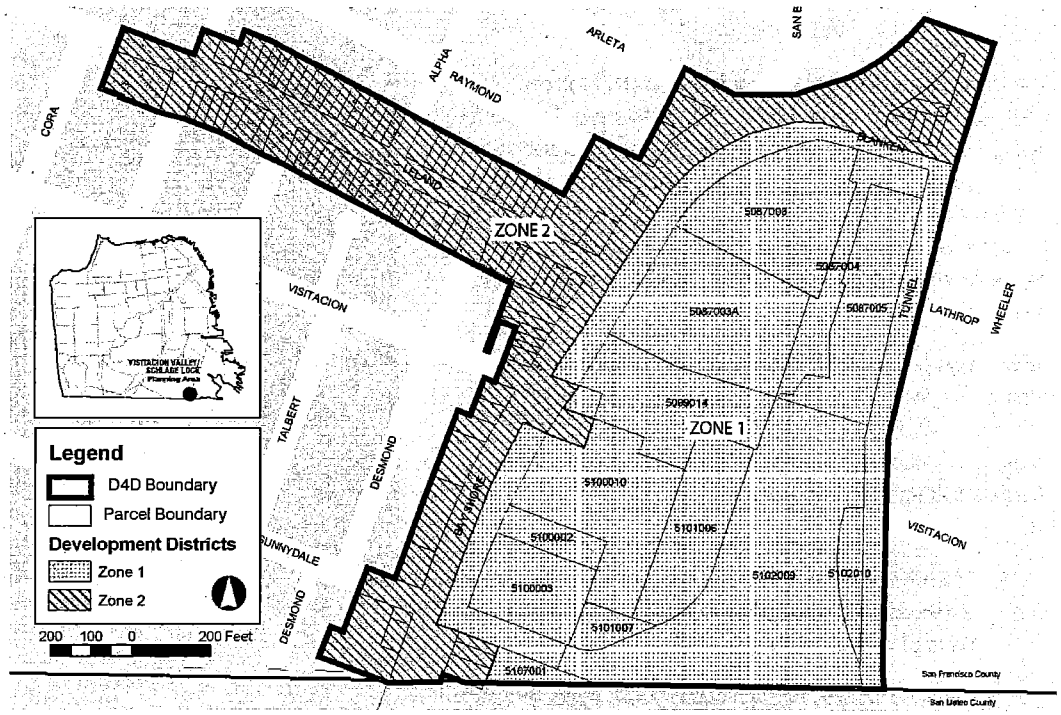


figure 4|D4D boundary

plan area description

The Open Space and Streetscape Master Plan (Plan Area) is located in the Visitacion Valley neighborhood, at the southern edge of San Francisco, and constitutes most of "Zone 1" of the broader D4D area, as shown in Figure 4. The 20 acre Zone 1 area is bounded by Bayshore Boulevard, Blanken Avenue, the Caltrain tracks, and the San Francisco/Brisbane municipal boundary. Most of the Plan Area is comprised of the Schlage Lock site, the 20 acre development site that formerly housed a vacant factory and rail yard. Visitacion Development LLC (Developer), via Universal Paragon Corporation (UPC), now owns and proposes to develop the Schlage Lock site.

site ownership

Two smaller parcels, owned by the Peninsula Corridor Joint Powers Board (JPB/Caltrain), and one parcel owned by Union Pacific Railroad (UPRR) are included in the Plan Area, as shown in Figure 3. This plan assumes that the UPRR parcel and the JPB parcel are not part of the proposed Schlage Lock Development Project but may be developed for open space purposes in the future as a separate project. The large JPB Parcel (#5087-005), as shown in Figure 3, will remain an active Caltrain Railroad corridor and in JPB ownership. The Blanken Park alternative concept depicted in this document does not preclude other uses allowed, as-of-right or with a conditional use, by the underlying M-1 zoning on parcels 5087/004 and 5087/005 owned by UPRR or the JPB, respectively. Changes in height, zoning or use on all maps in this document depict only one of several conceptual alternatives and are subject to further planning with the property owners. Two small right-of-way areas in Visitacion Avenue and Sunnydale Avenue are owned by the City of San Francisco.

community planning process and design goals

The design process for the Open Space and Streetscape Master Plan included extensive public outreach and input. Three public workshops in 2010 were held and monthly discussions on the evolving design concepts were held at the Visitation Valley Citizens Advisory Committee (CAC) meetings. In 2012 and 2013, three community workshops and additional advisory body meetings were held to update the site plan, street layout and park design.

Five design goals for the Open Space and Streetscape Master Plan were distilled from broader goals drafted during the D4D process. The community was asked to use these goals as evaluation criteria when commenting on design proposals. These design goals were:

1. Promote walking, transit use, and cycling by developing a **network of connected public spaces** to the different parts of Visitacion Valley.
2. Enhance livability through **active public space programming and amenities** that serve the diverse needs of existing and future residents and businesses.
3. Support human and ecological health by incorporating **sustainable design**.
4. Build on existing neighborhood character, resources, and history to reinforce a **strong sense of place**, establishing a gateway to the greater neighborhood and the City.
5. Promote **safety and security** through design.



figure 5 | workshop 2 evaluation exercise

key site issues

Several key issues are critical to the design of open space and streetscapes in the Plan Area as illustrated in Figure 6 and discussed below.

Wind: Visitacion Valley can receive some strong winds, predominantly from the west and strongest during late afternoon. Winds are strong enough to damage susceptible trees and planting, and can make outdoor gathering uncomfortable, particularly along the east/west streets. At the Leland Greenway, plantings that serve as windrow and short retaining walls provide shelter from the wind. Whimsical sculptural elements that are designed to incorporate wind motion are encouraged for placement in the parks and in the streetscape.

Noise: Noise from Bayshore Boulevard and from the Caltrain tracks is also a concern. Noise mitigation for within the buildings will be addressed when each individual building is being designed. For the open space, the buildings themselves, as well as the addition of trees and other vegetation will help mitigate noise. The Visitacion Park in particular benefits from its more internal location within the site. In Blanken Park, the noise from the trains can be celebrated as part of the experience from the viewing area, while overlooking the trains as they come and go through the tunnel below.

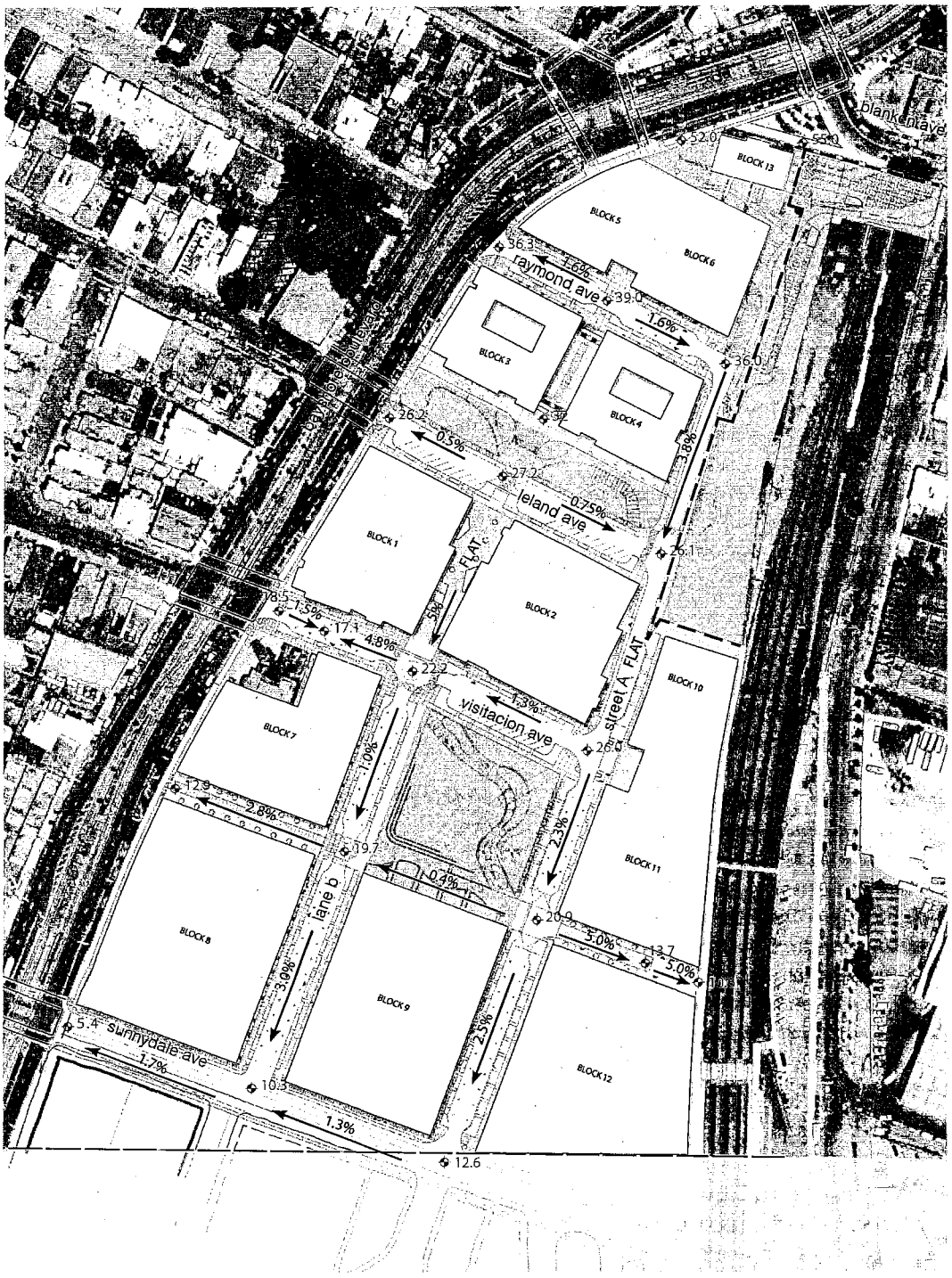
Views: Due to the topography in Visitacion Valley and in the Plan Area, views are also an important feature to consider. As the Plan Area lies below the peak ridge of the valley, some parts of the Plan Area, particularly the buildings, will be visible from above. With the grade change in the Plan Area, there are some great view opportunities from the Blanken Park area, toward the far



figure 6| site design influences

south beyond the Plan Area into the Brisbane Baylands and out to San Francisco Bay. Views of Blanken Park and the eastern edge of the development are also important to consider as a gateway element for Caltrain as it enters San Francisco. Other view corridors to and from the Plan Area as shown in Figure 6, are also important considerations. While there might not be physical connections, the view extensions across the tracks from Visitacion Avenue, Leland Avenue, Raymond Avenue, and Sunnydale Avenue are important visual connections between Little Hollywood and the greater Visitacion Valley. The design treatment of the intersections of these streets and Bayshore Boulevard must also foster a sense of extending the existing fabric of the community into the Plan Area. Leland Greenway, with a public art element near the corner of Bayshore Boulevard and Leland Avenue, provides an interesting visual terminus for Leland Avenue.

figure 7: topography and accessibility diagram



LEGEND

1.25% → slope of street

8.38 spot elevation

pedestrian-only ways

** Maximum accessible slope threshold is 8.33%.*

Topography and Accessibility: As shown in Figure 7, there are some significant topography changes in the Plan Area that need to be accommodated in the public-realm designs. The high point of the Plan Area is at the intersection of Bayshore Boulevard and Blanken Avenue. The grade change at the north end of the Plan Area is highlighted by the architecture of the Old Office Building, which is built into the slope.

Sidewalks and ramps in the parks and streets are provided at accessible slopes.

Soils and Remediation: There are a number of design considerations resulting from the Plan Area's history as a brown-field:

1. The remedial action plan for the Schlage Lock site restricts the growing of food on the site (regardless of container). The JPB and UPRR parcels have to be further tested. The ability to grow food on these parcels would need to be confirmed before the installation of any program such as a community garden.

2. Some metal (primarily lead and arsenic)-contaminated soils will remain on the Schlage Lock site, although they must be capped with at least 3 feet of clean soil in landscape areas.

3. There are no restrictions to tree roots growing into the soil below the clean cap, although species known to be sensitive to lead or arsenic should not be used.

4. The California Department of Toxic Substances Control (DTSC) has also restricted the installation of landscape-based stormwater management elements (such as bioswales) over areas where metal-contaminated soils have been relocated and capped. DTSC might support such systems if they are designed in such a way as to minimize these risks, such as through the use of an impermeable liner, but this would need further consultation with DTSC.



sitewide strategies & palettes



section 2

sitewide strategies & palettes

This section provides an overview of the open space and streetscape designs for the Plan Area. It includes the recommended palettes of landscape materials and site furnishings. This section also describes the overall stormwater management strategy, and recommended public art and historic commemoration strategies. Detailed designs for each individual park are included in Section 3. Individual street designs are presented in Section 4.

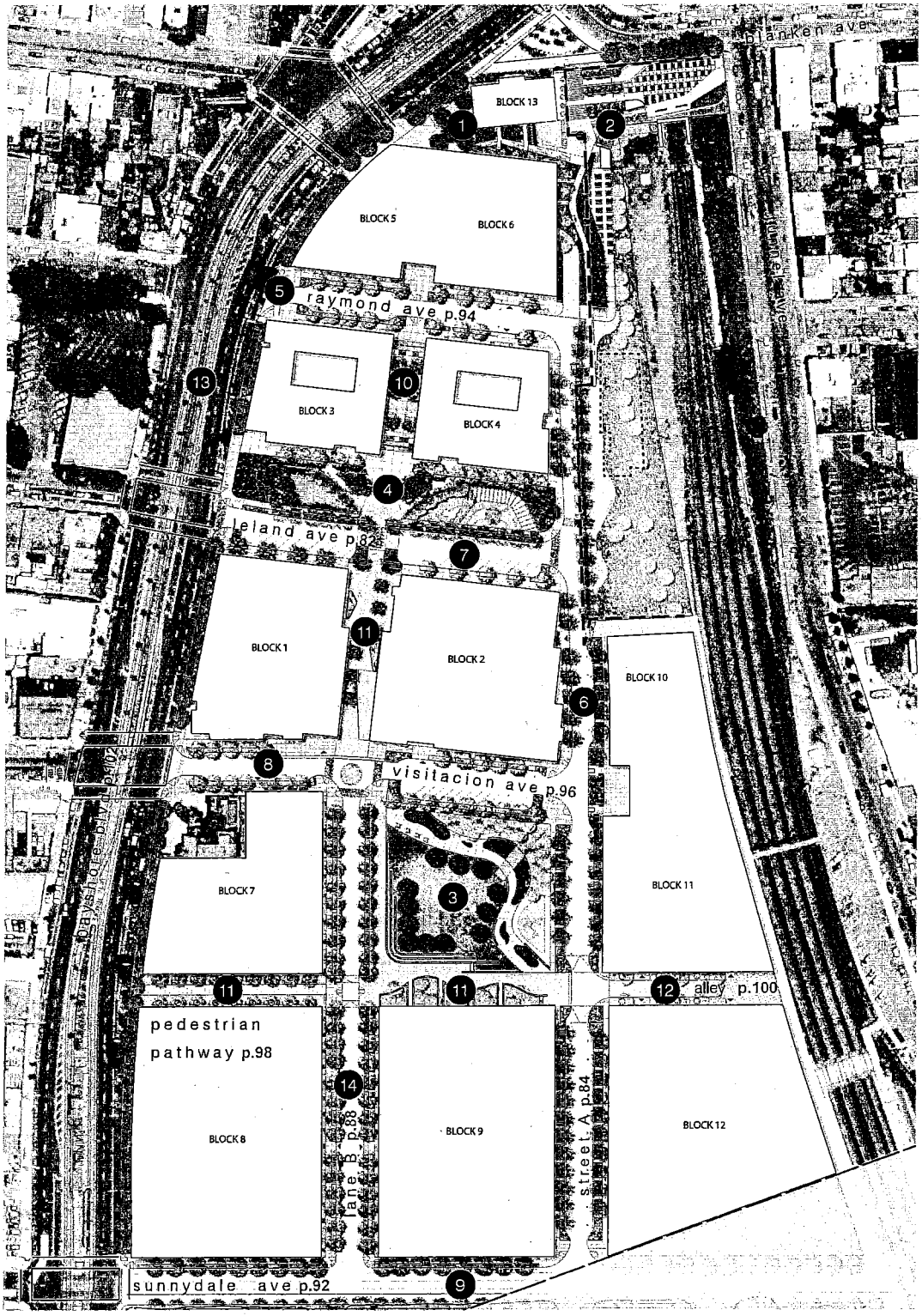
overall open space master plan

The Open Space and Streetscape Master Plan is the result of applying the design concepts identified in the Design for Development and enriching them with input provided by community members during the public process.

Overall, the character of the open space and streetscape is envisioned as one strongly linked to the Plan Area's history, that celebrates the local character and its diversity and reflects the spirit of sustainability envisioned for the Plan Area. The open space and streetscapes are designed to extend the existing Visitacion Valley neighborhood and the Visitacion Valley Greenway through the Plan Area, and promote a further connection south into the Baylands, in the future.

The two main parks - Leland Greenway and Visitacion Park - are the centerpieces of the Plan Area. The Blanken Park alternative, including the OOB plazas, would sit at the high point of the Plan Area, and act as the terminus for the open space system and gateway to the entire Schlage Lock development, Visitacion Valley and Little Hollywood. Visitacion Park is designed as the "family room," responding to the new buildings that surround it, with open,

figure 9: overall open space master plan



LEGEND

1. old office building plaza
2. blanken park alternative
3. visitacion park
4. leland greenway
5. raymond avenue
6. street A
7. leland avenue
8. visitacion avenue
9. sunnydale avenue
10. pedestrian pathway with daylight hours public access
11. pedestrian pathway
12. alley
13. bayshore boulevard
14. lane B

0 75 150ft

UPRR/JPB parcels, design is conceptual and subject to further planning with owners

Alternative scenarios for UPRR and JPB parcels could include housing or other built structures. See page 9 for more information.

flexible, and shared sociable spaces. The Leland Greenway, with plazas and park furniture that complement that nearby retail uses in the Plan Area and across Bayshore Boulevard, will be the center of activities and the green anchor at the eastern end of Leland Avenue.

The parks are connected by a network of pedestrian-friendly streets. The Leland Avenue extension, adjacent to the Leland Greenway, is the main pedestrian entry point to the new community; thus, it is intended to be an active, pedestrian street for strolling, extending the existing yet newly improved Leland Ave streetscape west of Bayshore Boulevard into the Plan Area. Street A, running north-south connects the three main parks with a line of trees and street planting that are accented in section with an art wall. Leland Avenue and the portion of Street A north of Leland Avenue are envisioned as a part of the citywide Green Connections network. Lastly, Lane B provides an alternate north-south route, with its character ranging from pedestrian way to residential street.

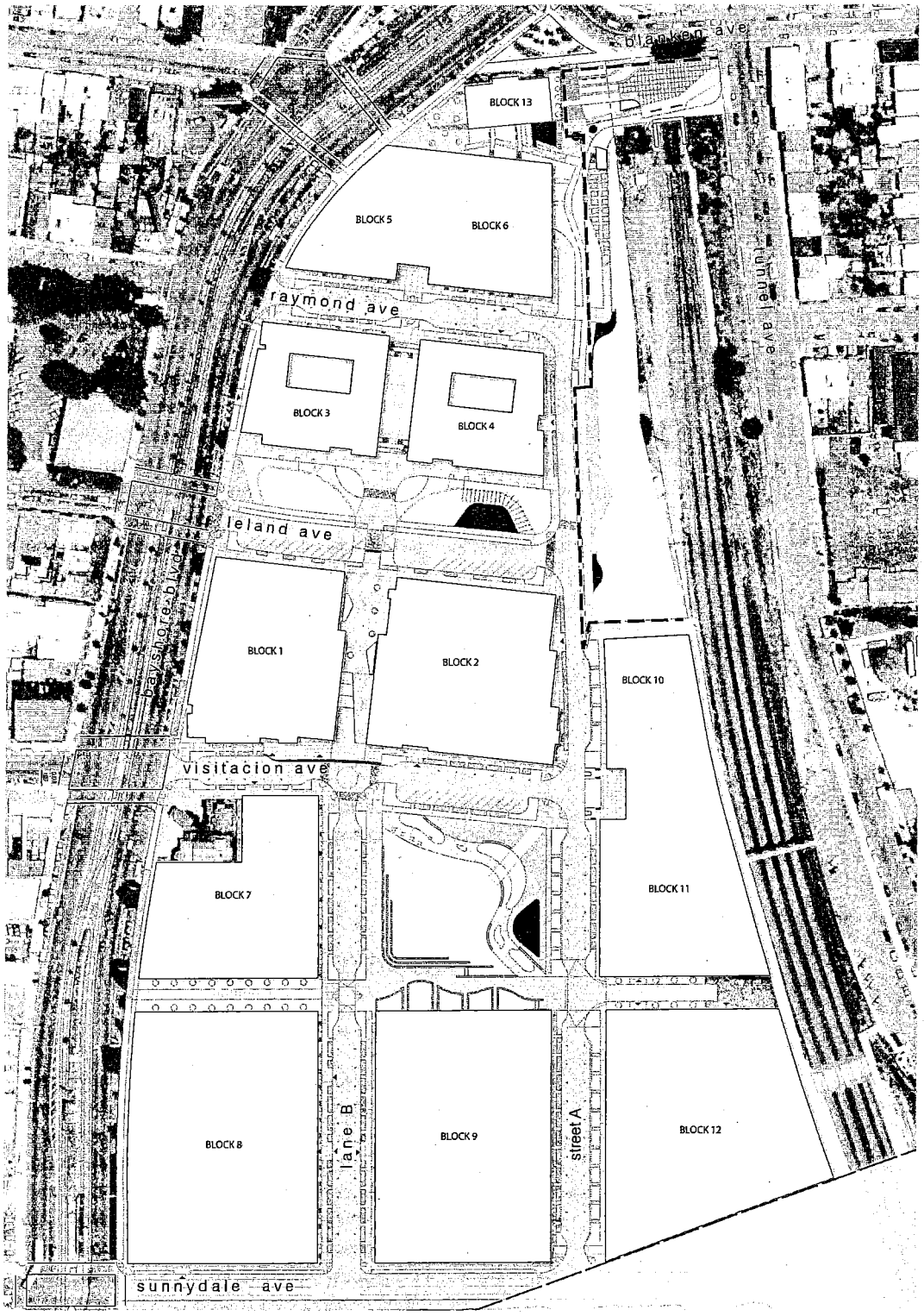
Visitacion Avenue, Sunnydale Avenue, and Raymond Avenue are also important streets in the Plan because they extend visual and physical connectivity to the existing community. All of the streets and parks form a seamless open space system that works as a highly connected and active public realm.

Figure 9 presents the overall open space plan. Specific components of the Plan are discussed in more detail later in the document.

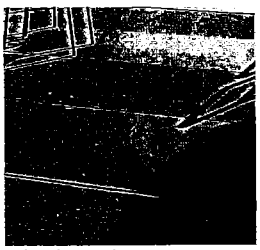
sitewide strategies and palettes

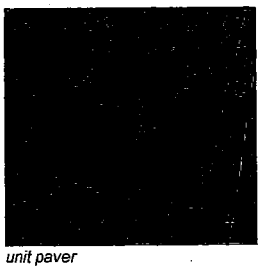
The following section provides an overview of the open space and streetscape design strategies for the Plan Area as a whole. Sitewide strategies for paving, planting, furnishings, lighting, stormwater management, and public art are discussed. These strategies are described individually for clarity, but they work as layers that add richness and environmental performance to the open space system. The material selections identified in the diagrams are followed by keyed images of the proposed palettes. Details about specific park and street designs are included in Sections 3 and 4 of this document.

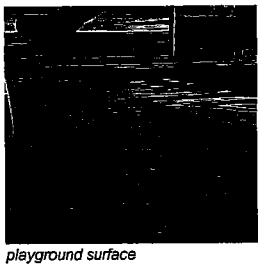
figure 10: pavin_ plan



paving palette


colored concrete

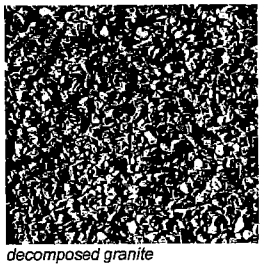

unit paver

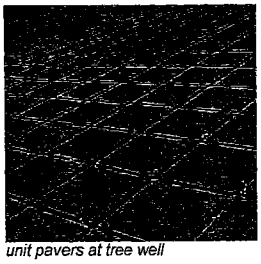

playground surface


grass pavers


composite wood


warning pavers


decomposed granite


unit pavers at tree well

paving plan

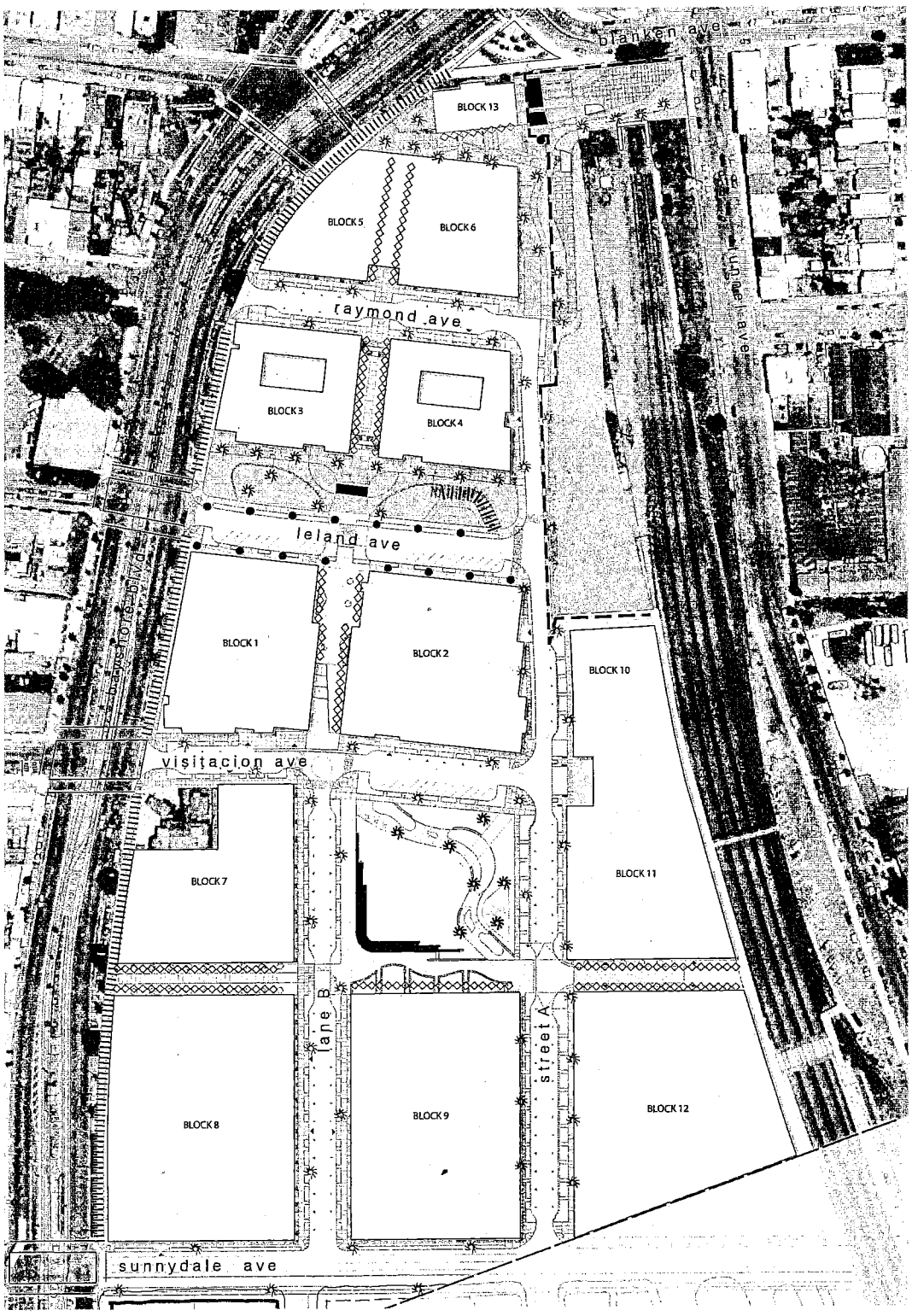
The strategy for paving in the parks and streets of the Plan Area aims to link the open spaces and reinforce the sense of connectivity between them as illustrated in Figure 10. Overall, the selection of materials is dictated by the community's desire to have warm, durable materials.

Unit paving and colored concrete is used to highlight special areas and to provide the connectivity between the parks, allowing one to physically perceive the linkage from north to south and across the pedestrian paths of the site.

Decomposed granite (on non-primary travel routes), unit paving or colored concrete is recommended for garden areas of the Plan Area, including potential community gardens in the Blanken Park alternative design.

For sidewalks and tree strips, the Plan recommends standard concrete with unit pavers, allowing trees, limited understory planting, pedestrians, and people accessing parked cars to coexist. Images of the paving materials are shown in the palette to the left and summarized in Figure 10.

figure 11: lightir plan



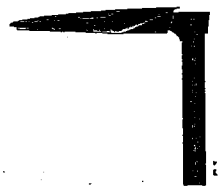
street light palette



Bayshore Blvd. standard



Leland Ave. standard

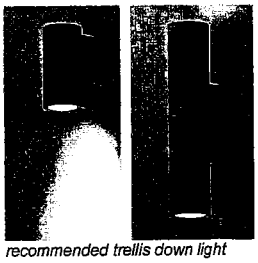


city standard

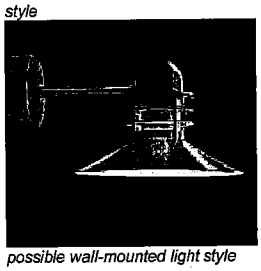
park light palette



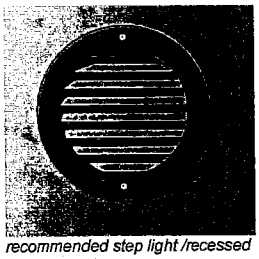
recommended pole light style



recommended trellis down light style



possible wall-mounted light style



recommended step light /recessed wall light style

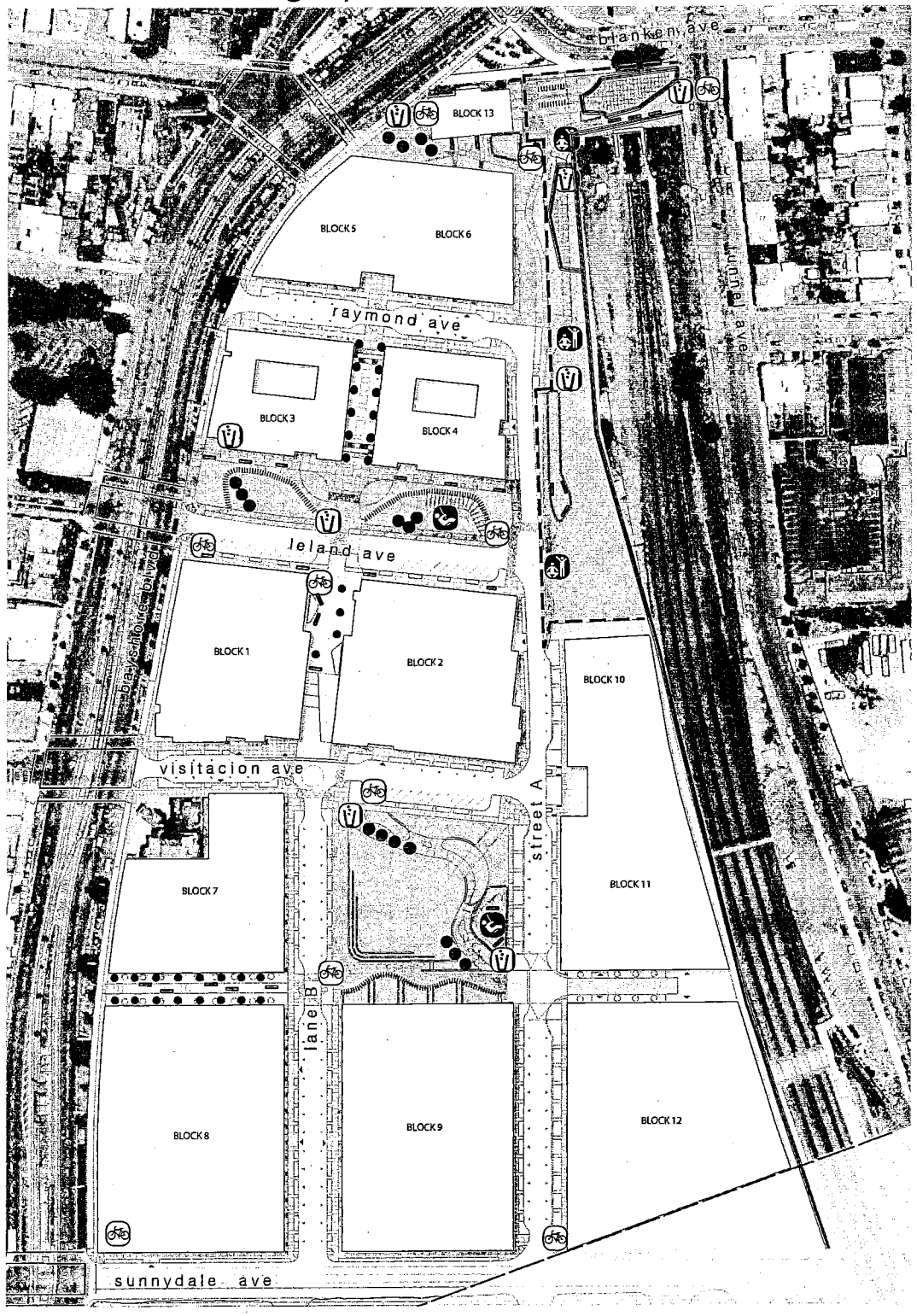
lighting plan

The lighting strategy for the Plan Area builds on existing San Francisco initiatives to unify and standardize the use of light fixtures in the city, while allowing special types of fixtures to highlight a unique district or respond to a special condition. The lighting plan is shown in Figure 11 and the recommended light fixtures are shown in the palette to the left.

For the streets that form the core of the Plan Area (such as Leland Avenue), where retail and other commercial activities are anticipated, the Plan proposes using the light standard that has been recently installed along the existing Leland Avenue. The Bayshore Boulevard standard will be retained on the west edge of the Plan Area. Building-mounted lights, to be selected during building design, are recommended where buildings flank the pedestrian alleys or paths. Along the rest of the streets, a City standard will be used. The light fixture selection should be confirmed with the San Francisco Public Utilities Commission (SFPUC) against current standards before installation. This standard fixture will be used with a light-rail-arm component along Sunnydale Avenue, where Muni's light rail line is expected to extend.

A variety of light fixtures will be utilized within parks, including low lighting, park pole lights, bollards, and step lights. Overall, the goal is to provide levels of illumination that will make the spaces feel safe at night, and at the same time create an inviting atmosphere within the parks, manage excessive brightness, and protect dark skies. Please refer to Section 3 of this document for additional information about special lighting design in specific parks.

figure 12: furnis...ngs plan

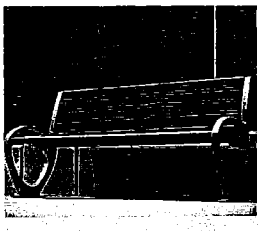


LEGEND

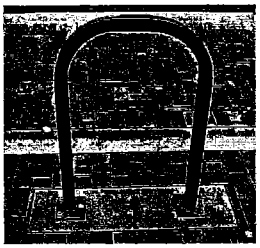
- prefabricated benches
- custom bench
- low fencing & gate
- trash/ recycling receptacle
- play equipment
- security fencing
- bike racks
- fitness station & drinking fountain
- picnic/chess table/ (user provided)cafe seating
- precast concrete planter

0 75 150ft

site furnishing palette



recommended bench style 1



leland ave standard bike rack



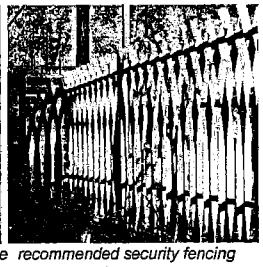
recommended picnic table style



recommended precast concrete planter



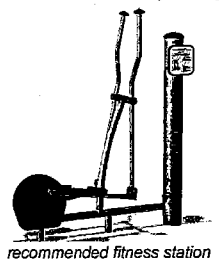
recommended trash receptacle style



recommended security fencing



recommended low fencing style



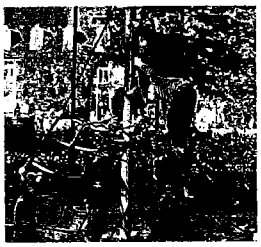
recommended fitness station



recommended bike rack style



recommended school age play equipment



recommended early childhood play equipment



recommended precast bench style 2

site furnishings plan

As shown in the palette to the left, the Open Space and Streetscape Master Plan recommends a set of standard benches, trash receptacles, fencing, bike racks and other furnishings throughout the Plan Area. Having a standard suite of furnishings allows for elements of consistency throughout the landscape, makes for easier long-term maintenance, and provides an elegant and understated backdrop to set off more custom features. An overview of the recommended furnishing layout is shown in Figure 12.

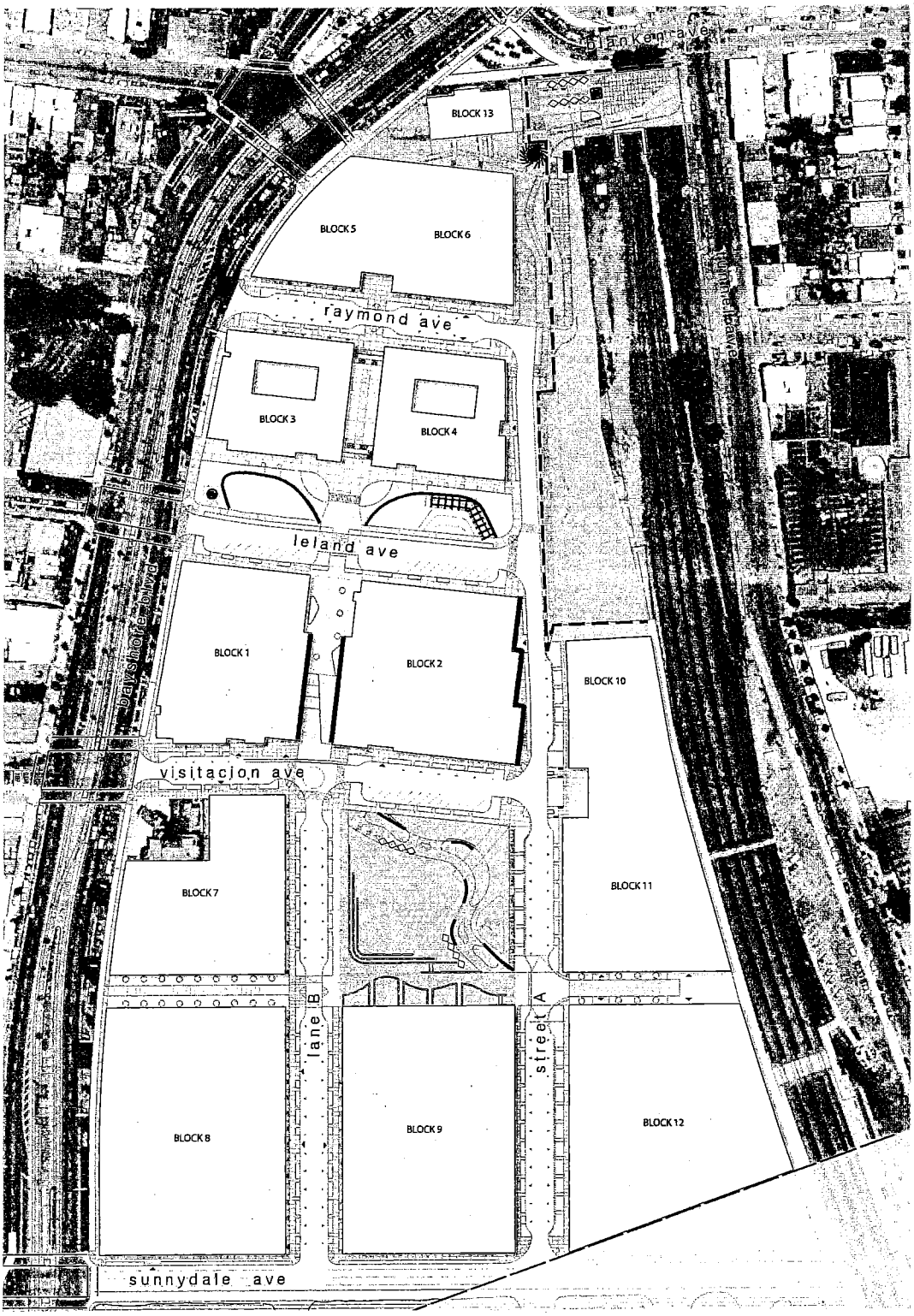
The standard furnishings proposed also respond to criteria provided by the community during the outreach process, either as points of consensus or preference of the majority:

- sturdy and vandal-resistant; durable and low-maintenance over time
- materials that are warm and natural (such as wood), and respond to sustainability concerns (sustainably harvested, recycled, recyclable, or renewable)
- elegant and timeless forms, with a preference for curves
- benches need armrests and backs
- trash receptacles need to accommodate recycling

During the outreach process, the community also expressed a strong desire for including special, custom-designed furnishings and other feature elements in the public realm. Based on this feedback, the plan recognizes the opportunity to design unique furnishing elements for selected areas of the site as part of the public art program, described later in this document.

A series of fitness stations along the Street A corridor, as shown in Figure 12, meet the community's desire for a fitness trail. The trailhead starts in Blanken Park alternative design and continues along Street A south to the Visitacion Park. It is possible the fitness trail could also later extend to the Brisbane Baylands development to the south. Site furnishing at the new stretch of Leland Avenue, should match with the existing portion of Leland Avenue west of Bayshore Boulevard.

figure 13: public art plan

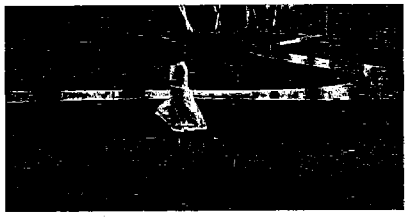


LEGEND

- art element on seat wall
- trellis structure
- sculpture feature
- garden shed
- historic commemoration
- potential custom feature
- green wall / art wall

0 75 150ft

public art and historic commemoration strategy



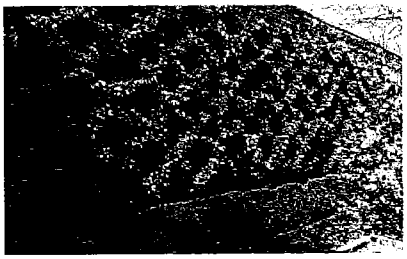




figure 14 | art wall
figure 15 | green wall
figure 16 | Trellis

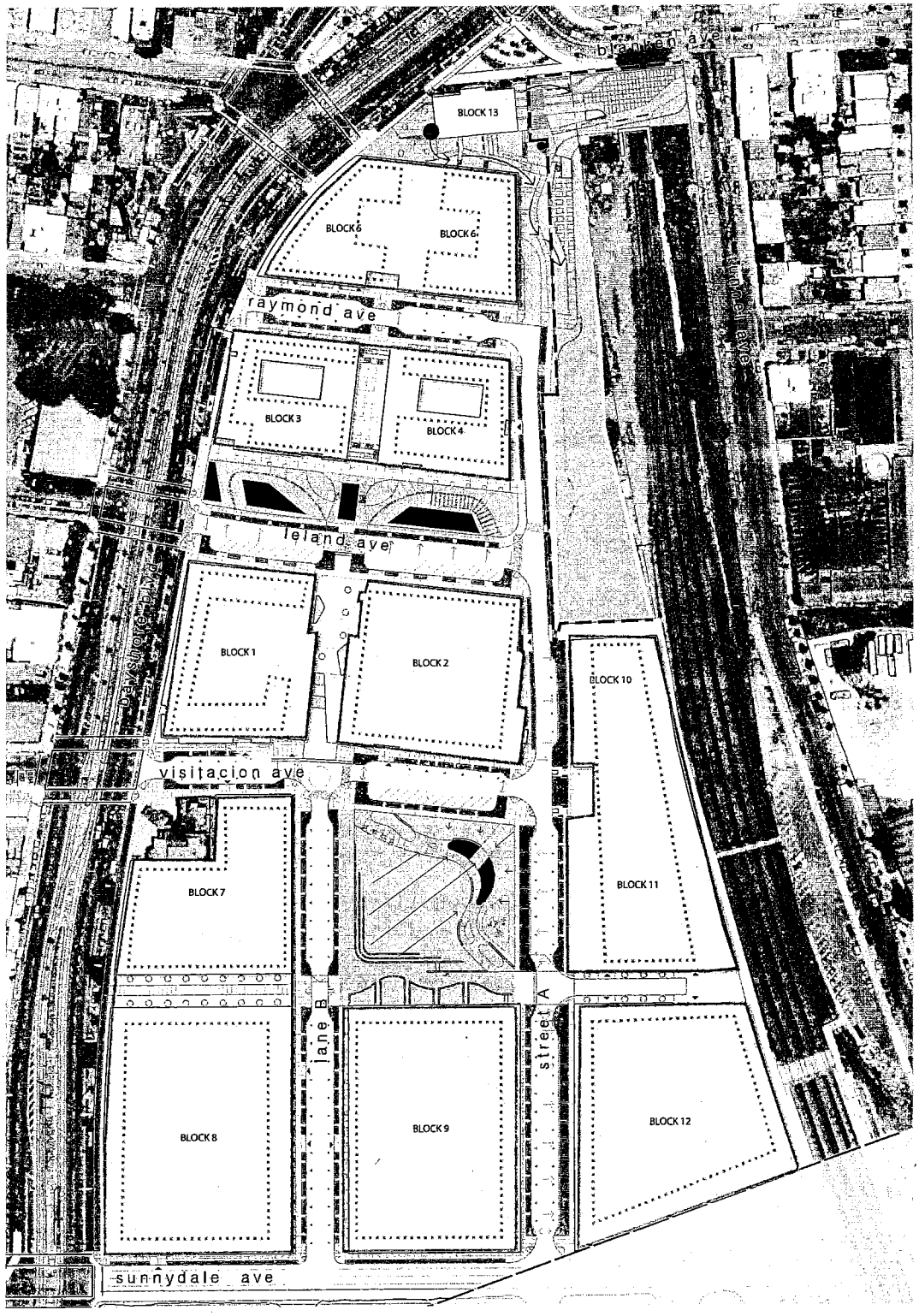
One of the most remarkable aspects of Visitacion Valley is the noticeable presence of grassroots and community-inspired public art. There is a great opportunity to extend this form of local expression into the site by creating a public art program in coordination with the furnishings strategy described previously. The community has expressed a strong desire for some custom-designed furnishings and other forms of integrated art.

Any of the standard site furnishings in the site are opportunities to integrate custom design. In addition, the Open Space and Streetscape Master Plan identifies five specific elements that could be part of a public art program, as illustrated in Figure 13:

- An art element component to the seat wall that traces the meandering walkway on Visitacion Park and extends into the Leland Greenway. The art element could be applied later, or be designed as integral to the seat wall.
- A trellis structure on the eastern edge of Leland Greenway to offer seating for parents watching their children in the play area and to provide a setting for potential farmers' market on weekends, or simply offer shade and wind protection during the rest of the time.
- A sculptural feature at Western end of Leland Greenway. This element should be an expression of the multitude of cultures that inhabit Visitacion Valley and/or the local wind conditions.
- A kiosk in the Blanken Park alternative design would provide storage space for gardening tools for the community garden.
- Green walls at the ground floor walls of Block 2 on Street A and of Block 1 & 2 at Lane B mews to provide visual relief and to screen parking

There are also over 140 artifacts from the demolished Schlage Lock factory that have been salvaged and stored. These have the potential to be reused as interpretive displays or sculpture pieces throughout the site, to commemorate the Schlage chapter of the sites history. In particular salvaged elements could be reused in pronounced locations in the OOB plazas, or within the OOB itself. The reuse of these artifacts may be part of a subsequent public art program or a separate historic commemoration plan.

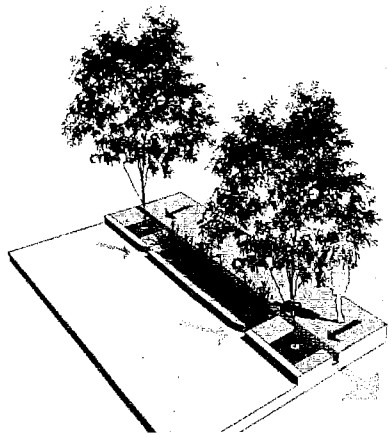
figure 17: stormwater management concept plan

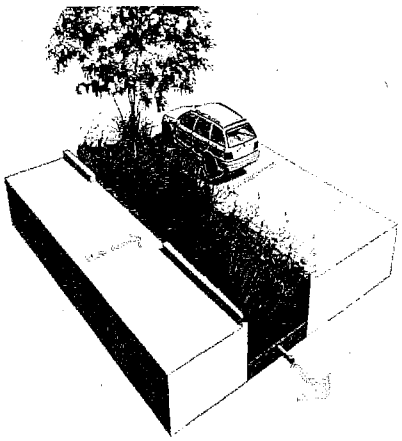


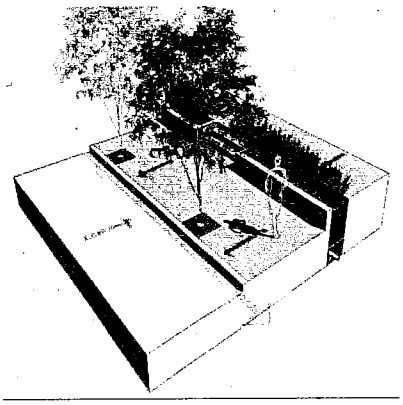
LEGEND

- rain garden
- potential permeable paving
- stormwater flow direction
- park area
- bioretention cells
- street planting
- flow-through planter system or green roof
- cistern at Old Office Building (potential) for demonstrative landscape irrigation with harvested rainwater
- potential infiltration gallery
- flow-through planter

0 75 150ft







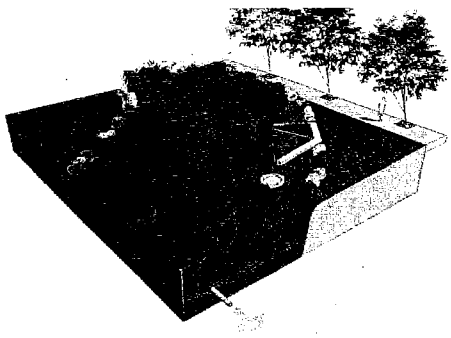


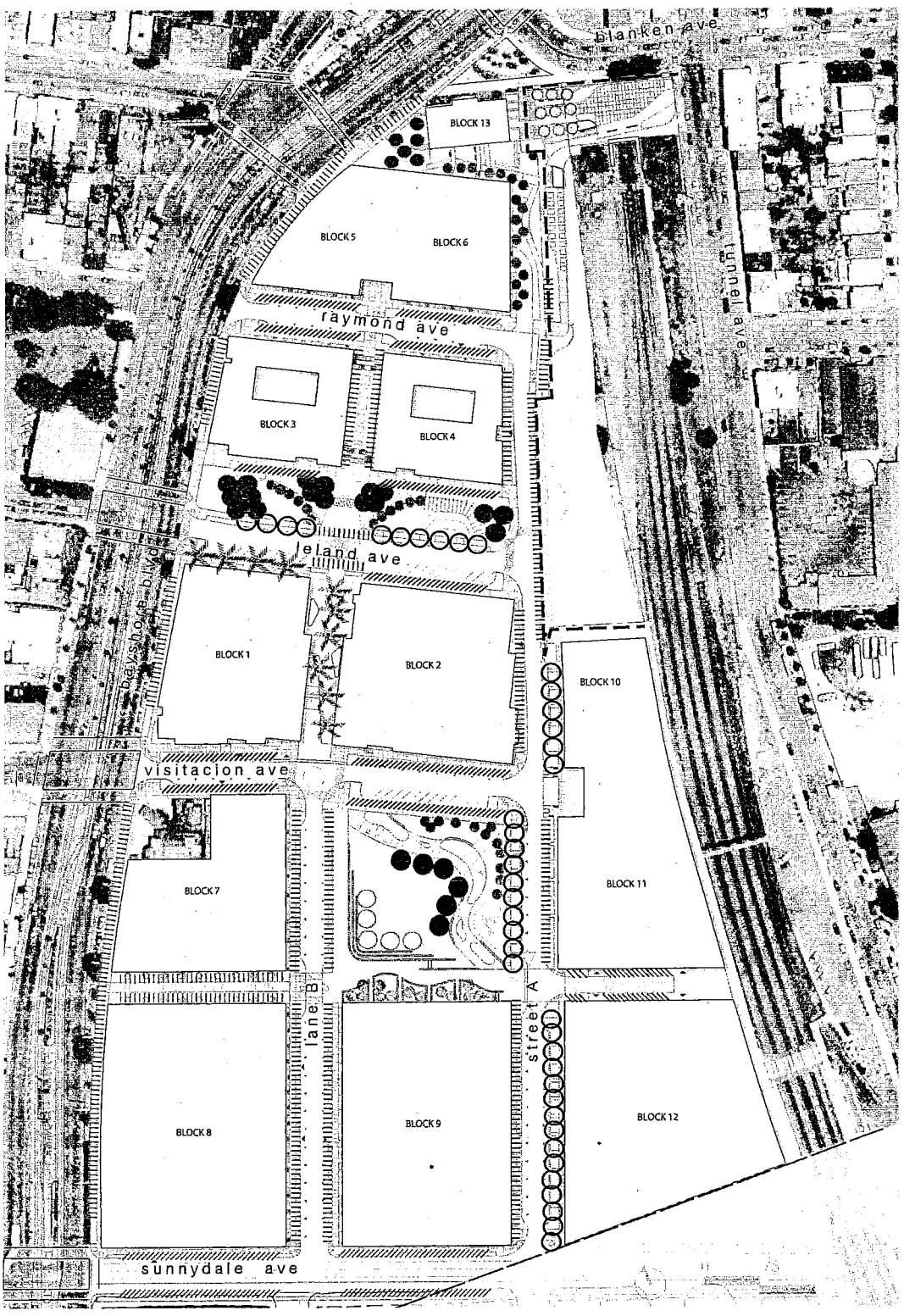
figure 18 | bio-retention cell
figure 19 | rain garden
figure 20 | flow-through planter
figure 21 | detention swale and deep rain garden, such as included in Visitacion Park.

stormwater management concept

Since the Plan Area lies within the City's combined sewer area, site sustainability goals for stormwater focus on reducing the volume and rate at which stormwater runoff enters the larger City sewer system. The City's Stormwater Design Guidelines require that the site's stormwater strategies meet the equivalent of LEED-NC credit 6.1 (reducing the volume and rate of stormwater runoff from the 2-year 24-hour storm event by 25% from the pre-redevelopment site condition). To meet this requirement strategies such as softscape (planting areas), bio-retention planters, and permeable paving where appropriate and where allowed by DPW and SFPUC will be considered in the final design. Building on the increased permeability of the site, strategies, such as infiltration basins and stormwater re-use for irrigation, may be incorporated, if feasible, to further promote green infrastructure goals and achieve compliance with the Stormwater Design Guidelines. Figure 17 illustrates conceptually how stormwater management can be incorporated into the open space and streetscape design. These concepts will be advanced and refined as the infrastructure improvement design is developed along with the Final Map. Additional sustainable stormwater facilities will be provided within future development parcels and may include green roofs, flow-through planters, or setback planting. These building specific strategies will be refined as individual buildings are designed during the Building Permit approval process.

The development within the Plan Area is not required to provide water quality treatment, as all runoff that leaves the Plan Area goes to the City sewer treatment facility. However, water-quality-focused strategies, such as the swales and rain gardens shown in Figures 18 through 21, have also been integrated into the design to both support site stormwater quantity reduction strategies and act as demonstrative expressions of sustainable design. There is also the potential that this approach can become part of a longer term sustainability strategy for the watershed.

figure 22: tree p n



LEGEND

- Tristania conferta
- Prunus serrulata 'Kwanzan'
- Lyonothamnus floribundus or Corymbia ficifolia
- Olea europea ' Swan Hill' or Arbutus 'Marina'
- Pittosporum undulatum or Ceratonia siliqua
- Olea europea ' Swan Hill' or Arbutus 'Marina' Rhamnus alaternus
- Cupressus macrocarpa, or Pinus pinea
- Acer rubrum or Liriodendron tulipfera
- Olea europea ' Swan Hill' or Arbutus 'Marina'
- Washingtonia robusta
- Cordyline australis or Trachycarpus fortunei
- Populus fremontii or Populus nigra italica
- Betula nigra or Alnus rhombifolia
- Cedrus deodara or Sequoia Sempervirens
- Tristania laurina

See the tree plan summary chart on the next pages for more details.

2

tree plan

The overall tree plan for the Plan Area is shown in Figure 22. Street trees and park trees have been selected to reinforce the street hierarchy and block pattern of the Plan Area. The strategy is to provide a backbone of evergreen trees that will serve as a green framework, and a contrast to the changing character and transparency of deciduous trees that provide seasonal change, texture, flowers, and fall colors. Trees have been selected for their longevity, ease of management, wind resistance and adaptability to existing site soil conditions. Trees were also selected for particular growing conditions or purposes. Some pathways are proposed on structure (see Figure 43 in Section 4) and the tree selection responds to this more constrained growing condition (see Tables 1 and 2 on the following pages). To help provide windbreaks, iconic and statuesque evergreen trees (cedar and pine) are designated for Leland Avenue and the Old Office Building Plaza. The Street A tree (red maple) was chosen for its distinct form and fall color, its tolerance for potential rain garden conditions, and its tight canopy (required due to its proximity to the vehicular lane when there is no on-street parking between Visitacion Avenue and Leland Avenue). See the tree plan summary chart on the next pages for more details.

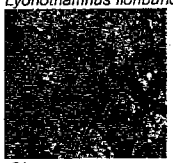
Table 1. Street Trees

Street	Recommended Species	Mature Size	Water Need	Tree Character	Note
Bayshore Boulevard	*Tristania conferta* Brisbane Box	Medium to large EG	L	Fast growing and strongly upright to rounded tree	To match existing trees or Bayshore Boulevard
Sunnydale Avenue	*Pittosporum undulatum* Victorian Box or *Ceratonia siliqua* Carob	Medium to large EG	L	Fast growing and strongly upright to rounded tree, has fragrant flowers	Transit street
Raymond, Leland, Visitacion Avenues	*Prunus serrulata 'Kwanzan'* Japanese Cherry or *Prunus yedoensis* Yoshino Cherry	Small DC	M	Flowering specimen trees	To match existing Leland Avenue street trees
Lane B, Street A	*Lyonothamnus floribundus* Catalia Ironwood or *Corymbia ficifolia* Red Flowering Gum	Large EG	L	Fast growing and strongly upright	On grade
Lane B Pedestrian Pathway	*Olea europaea 'Swan Hill'* Swan Hill Olive or *Arbutus 'marina'* Arbutus Marina	Small EG	L	Sculptural multi-trunk tree of Mediterranean character	On structure
Street A	*Acer rubrum* Red Maple or *Liriodendron tulipifera* Tulip Tree	Medium DC	M	Large fast-growing tree with delicate foliage	On grade, needs tight canopy form
Alley	*Olea europaea 'Swan Hill'* Swan Hill Olive or *Arbutus 'marina'* Arbutus marina or *Rhamnus alaternus* Italian Buckthorn	Small EG	L	Urban character with light shade and upright	On structure
Leland Avenue	*Washingtonia robusta* Mexican Fan Palm	Large EG	L	Tall, fast growing, high canopy	On grade
Lane B Mews	*Cordyline australis* Cabbage Tree or *Trachycarpus fortunei* Windmill Palm	Small EG	L	Short, slow growing	On structure


Tristania conferta


Prunus serrulata


Lyonothamnus floribundus


Olea europea


Acer rubrum


Arbutus marina


Washingtonia robusta


Cordyline australis

(MATURE SIZE)
EG= Evergreen
DC= Deciduous

(WATER NEED)
L= Low
M= Moderate

Table 2. Park Trees

Old Office Building and Blanken Park Alternative	Recommended Species	Mature Size	Water Need	Tree Character	Note
Grand Stair Terrace	*Olea europaea 'Swan Hill'* Swan Hill Olive or *Arbutus 'marina'* Arbutus Marina	Medium EG	L	Sculptural multi-trunk tree of Mediterranean character	On structure
Old Office Building Plaza	*Cedrus deodara* Deodar Cedar or *Pinus Pinea* Italian Stone Pine	Large EG	M	Tall conifer with grand stature	On grade, windbreak
The Grove	*Betula nigra* River Birch or *Alnus rhombifolia* White Alder	Medium DC	M	Upright form with light shade	On grade
Visitacion Park	**Recommended Species**	**Mature Size**	**Water Need**	**Tree Character**	**Note**
The Grove	*Betula nigra* River Birch or *Alnus rhombifolia* White Alder	Medium DC	M	Upright form with light shade	On grade
The Grove	*Tristania laurina* Water Gum				
Lowland	*Cedrus deodara* Deodar Cedar or *Sequoia sempervirens* Coast Redwood	Large EG	M	Tall conifer with grand stature	On grade
Highland	*Populus fremontii* Western Cottonwood or *Populus nigra 'Italica'* Lombardy Poplar	Medium DC	M	Large fast-growing tree with delicate foliage	On grade
Leland Greenway	**Recommended Species**	**Mature Size**	**Water Need**	**Tree Character**	**Note**
The Grove	*Betula nigra* River Birch or *Alnus rhombifolia* White Alder	Medium DC	M	Upright form with light shade	On grade
Rain Garden	*Acer rubrum* Red Maple or *Liriodendron tulipifera* Tulip Tree	Medium DC	M	Large fast-growing tree with delicate foliage	On grade
Windbreak	*Cedrus deodara* Deodar Cedar or *Pinus Pinea* Italian Stone Pine	Large EG	M	Tall evergreen with grand statue	On grade


Olea europea

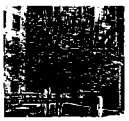

Deodar Cedar


Betula nigra


Tristania laurina


Sequoia sempervirens

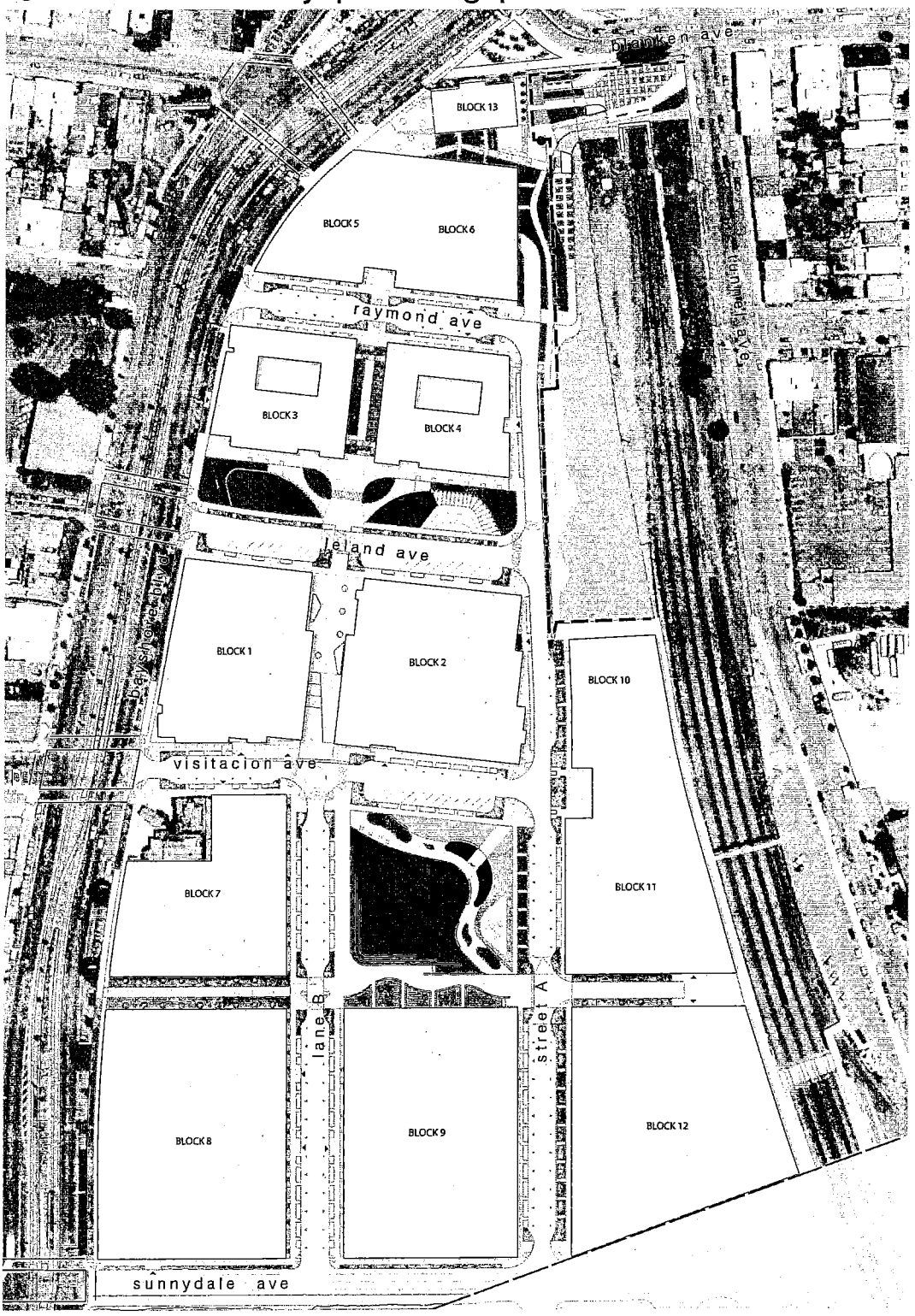

Populus fremontia


Betula nigra


Acer rubrum


Deodar Cedar

figure 23: under.ory planting plan



LEGEND

- restoration planting
- street planting type I
- street planting type II
- no mow lawn
- native drought tolerant lawn
- park planting type I
- park planting Type II
- community garden
- pedestrian way planting type over structure
- pedestrian way planting type II over structure
- gravel for tree grove

0 75 150ft

2

understory planting plan

Maximizing planting areas, seasonal color, and biodiversity is the main objective of the Open Space and Streetscape Master Plan's planting strategy.

Other important criteria for plant palette selection are drought tolerance, low water requirements, low maintenance, durability and longevity, pleasant scent and habitat value for birds and pollinators. Substitutions to the plant palette are acceptable using locally grown native plant species if available in sufficient quantity at the time of installation. The irrigation needs of the landscape designs will need to be less than the maximum allowable water allowance per SFPUC's Water Efficient Landscape Ordinance, but the plan does recommend installing permanent irrigation systems. The source of water for irrigation may be provided by one or a combination of the following options: a connection to the City's water distribution system or on-site stormwater reuse.

There are various growing conditions and types of spaces where planting occurs. The plan responds with categories of planting as shown in Figure 23. Representative species recommended for each planting type are included in lists on the following pages.

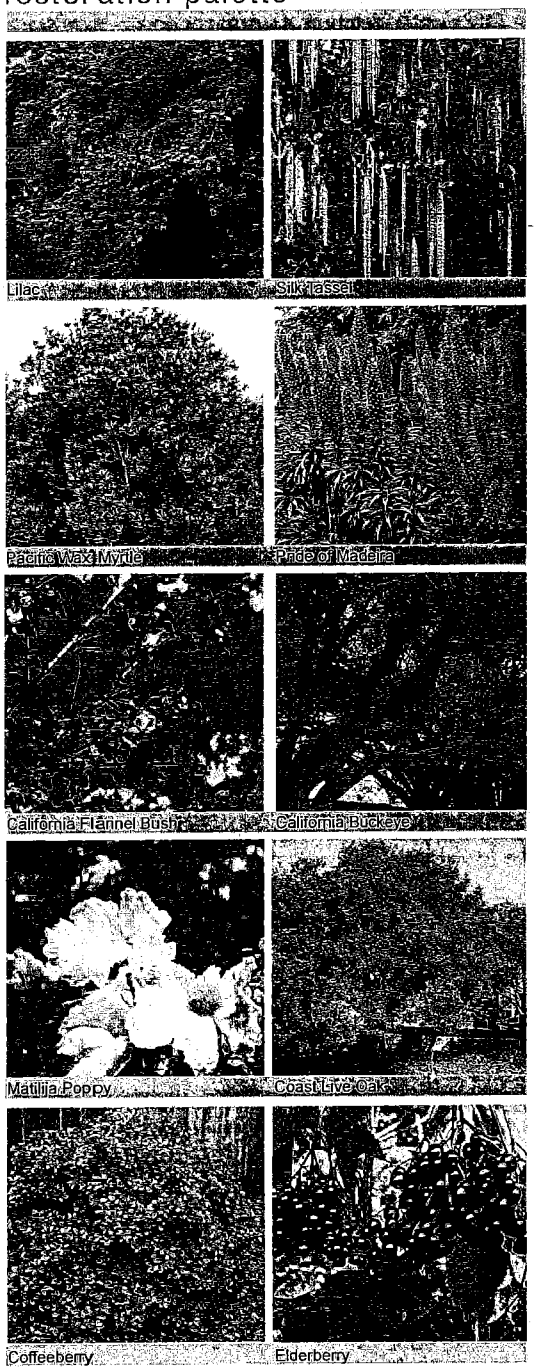
- Lawn—the use of lawn is limited to the multiuse areas of the parks. There are two types. The first is a native, drought tolerant and durable multi-use variety that will require regular mowing. The second is called "no-mow", and is best suited for casual lounging or purely aesthetics. "No-mow" is a mix of grasses that naturally grow to a low height and do not require mowing. It gives a soft, meadow-like appearance.
- Park Planting Type I & Pedestrian Way Planting Type I—this type includes native or climate-appropriate understory shrubs and ground covers. Species are chosen to remain below 4 feet in height, to maintain sight lines through the parks. This category also applies to planting along pedestrian pathways and building setbacks.
- Pedestrian Way Planting Type II, Park Planting Type II & Street Planting Type II—this type is used in all stormwater management planting zones (flow through planter, swales, planters, and rain gardens). These areas are to be densely planted with understory species capable of withstanding periodic inundation and typical stormwater contami nants. Mulch should be inorganic or not used. If stormwater management function is not needed in this planting area, Park Planting type I, Pedestrian Way Planting type I or Street Planting type I palette will be used.
- Street Planting Type I—this type occurs in the understory of street tree basins, or other planting beds adjacent to the street. The plant types are very sturdy, evergreen, and drought-tolerant species that can tolerate the challenges of planting environment.
- Restoration Planting—this type occurs along the railroad tracks. Species are primarily native and chosen for urban habitat value. They require very minimal maintenance, and will not require ongoing irrigation beyond a 2-year establishment period.
- Community Garden—this type will be in areas where the community will be able to assume responsibility for the planting and maintenance. It is envisioned as primarily for food production, unless this is determined as not viable. In this case, ornamental, cut-flower community gardens could be established.

Planting is also an exciting area of opportunity for community partnerships and programs. The neighborhood example of the Visitacion Valley Greenway provides a useful resource for organizing volunteer or job-training programs to grow, plant, and maintain landscapes. It will still be important to design for the possibility that such programs may not last, that new residents will not want to participate, and that a permanent low-maintenance landscape can be installed.

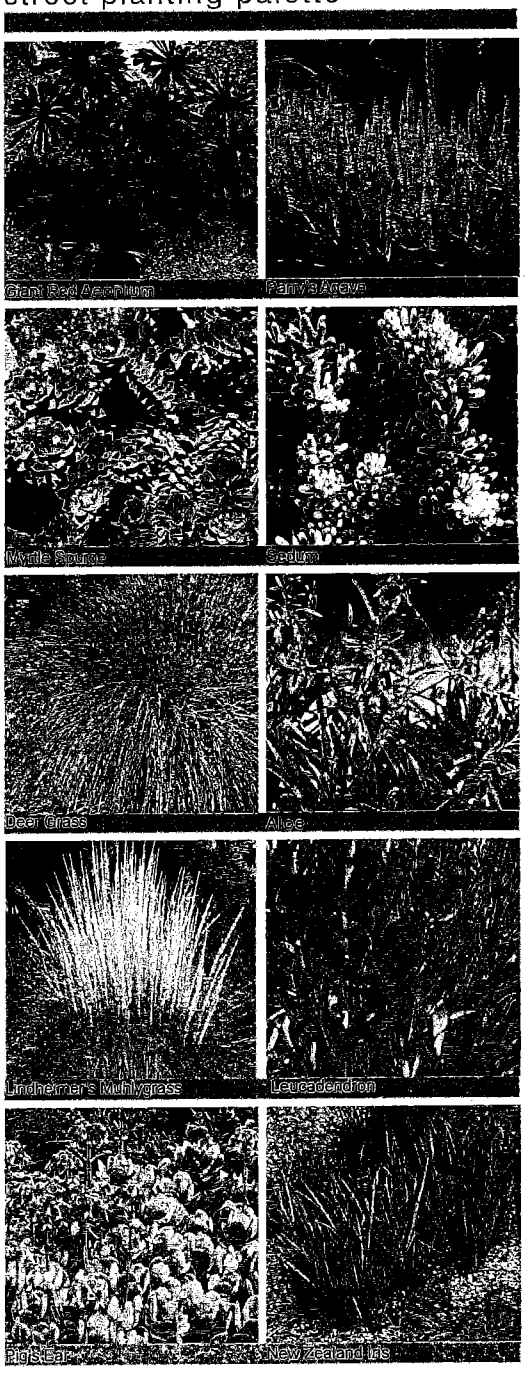
Echium candicans | Pride of Maderia
Carpenteria californica | Tree-anemone *
Romneya coulteri | Matilija Poppy
Ceanothus sp. | Lilac *
Fremontodendron californicum | California Flannel Bush
Heteromeles arbutifolia | Toyon
Myrica californica | Pacific Wax Myrtle
Garrya elliptica | Silk Tassel
Rhamnus californica | Coffeeberry
Sambucus spp. | Elderberry
Kniphofia uvaria | Red Hot Poker
Muhlenbergia rigens | Deer Grass
Muhlenbergia lindheimeri | Lindheimer's muhlygrass
Quercus agrifolia | Coast Live Oak
Aesculus californica | Buckeye

Muhlenbergia rigens | Deer Grass
Muhlenbergia lindheimeri | Lindheimer's Muhlygrass
Iris germanica | Iris
Agave alba medio picta | White-Striped Century Plant
Agave huachucensis | Parry's Agave
Aeonium 'Cyclops' | Giant Red Aeonium
Cotyledon orbiculata | Pig's Ear
Aloe 'Johnsons Hybrid' | Aloe
Adenanthos drummondii | Albany Woolybush
Leucadendron 'Red Tulip' | Leucadendron
Cussonia spicata | Spiked Cabbage Tree
Libertia peregrinans | New Zealand Iris
Euphorbia myrsinites | Myrtle Spurge
Sedum 'Blue Carpet' | Sedum
Sedum 'Dragon Blood' | Sedum

restoration palette

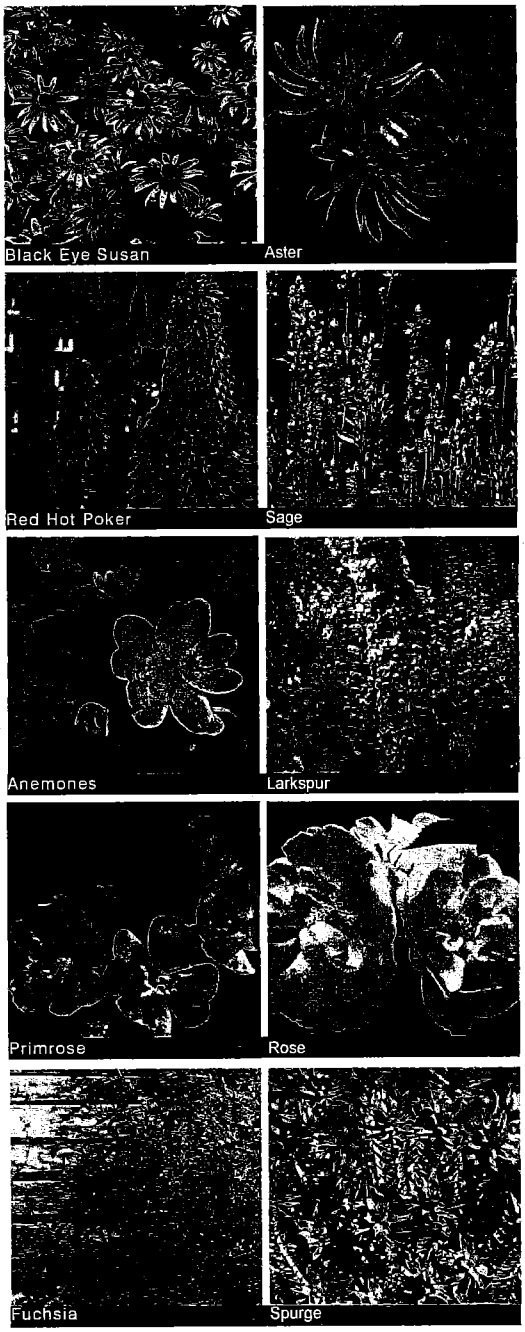


street planting palette



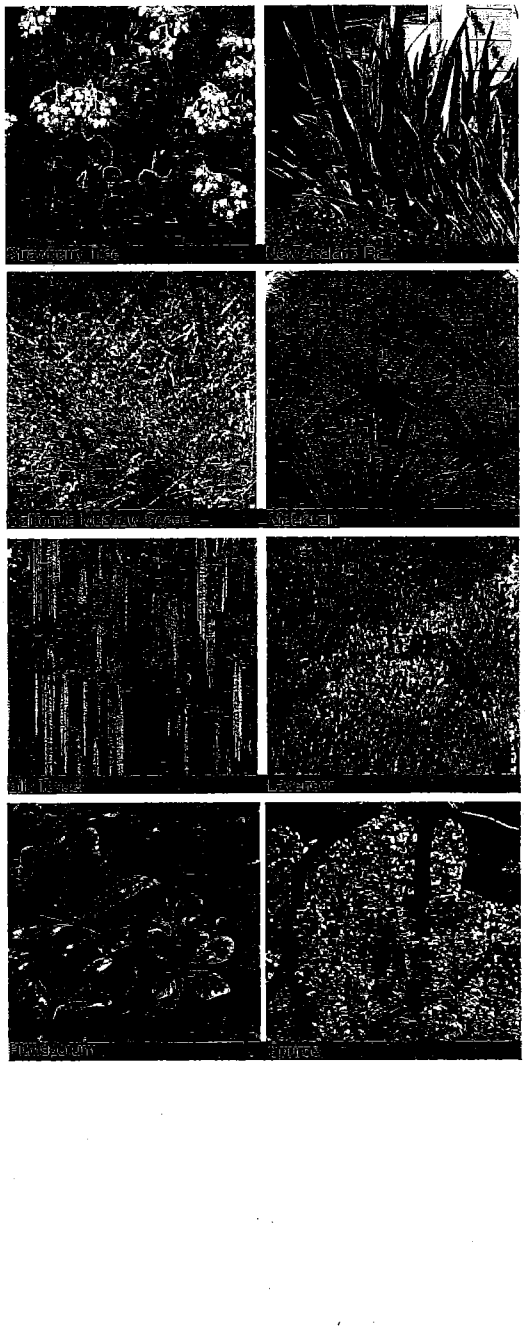
Zauschneria spp.|Fuchsia
Rubeckia spp.|Black Eye Susan
Penstemon spp.|Beard-tongue
Rosa spp.|Rose *
Anemones spp.|Anemones
Kniphofia spp.|Red Hot Poker
Delphinium spp.|Larkspur
Oenethera spp.|Primrose
Aster spp.|Aster
Euphorbia spp.|Spurge
Salvia clevelandii | Cleveland sage *
Narcissus spp. | Daffodil *
Trachelospermum jasminoides | Star Jasmine *

flower garden palette



Carex pansa|California Meadow Sedge
Carex tumulicola | Berkeley Sedge
Lavandula spp.| Lavender *
Olea europaea 'Little Ollie' | Olive
Phormium tenax | New Zealand Flax
Lomandra longifolia | Mat Rush
Euphorbia spp. | Spurge
Myrtus communis | True Mrytle
Garrya elliptica | Silk Tassel
Arbutus unedo 'Compacta' | Strawberry Tree
Pittosporum tobira | Japanese pittosporum *
Azara microphylla| Boxleaf Azara *
Clematis armandii |Evergreen clematis *

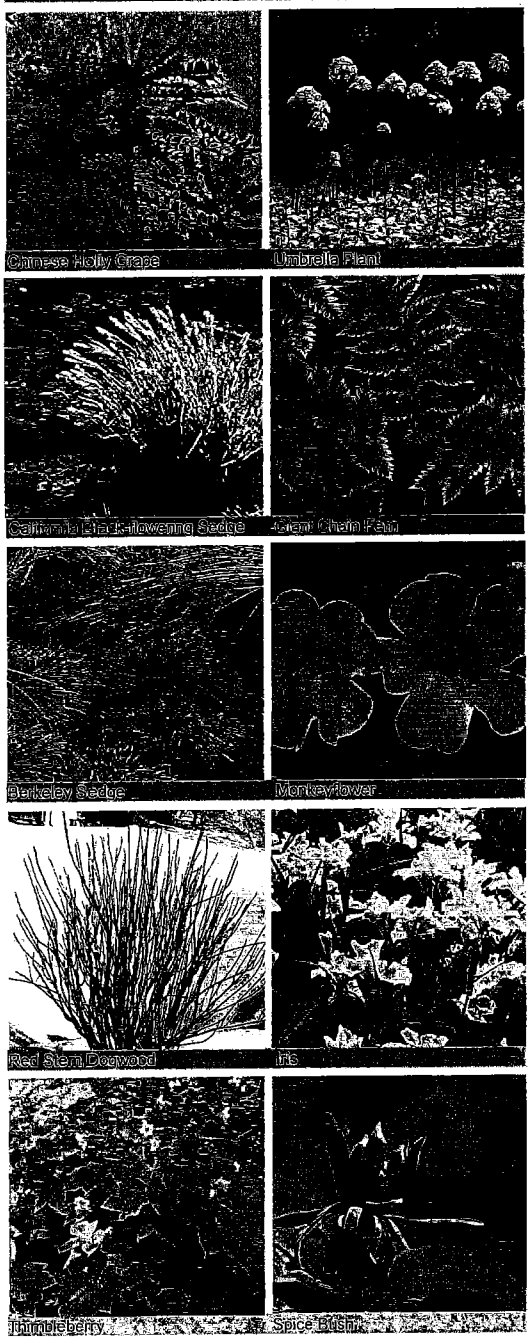
park planting palette



Note: Plants with (*) have fragrant foliage and flowers.

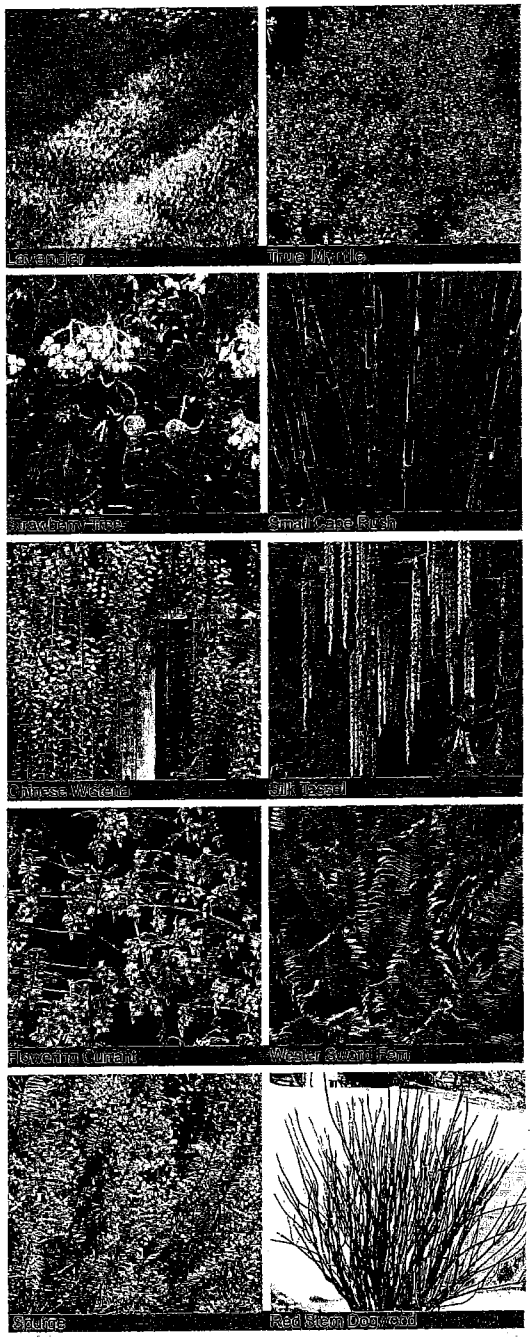
Carex tumulicola | Berkeley Sedge
Carex nudata | California Black-flowering Sedge
Carex pansa | California Meadow Sedge
Darmera peltata | Umbrella Plant
Cornus stolonifera | Red Stem Dogwood
Rubus parviflorus | Timbleberry
Calycanthus occidentalis | Spice Bush *
Mimulus sp. | Monkeyflower
Elymus Glaucus | Blue Wildrye
Iris 'Canyon Snow' | Iris
Fragaria vesca ssp californicas | Woodland Strawberry
Woodwardia fimbriata | Giant Chain Fern
Mahonia lomarifolia | Chinese Holly Grape
Osmanthus fragrans | Sweet Osmanthus *

stormwater management palette

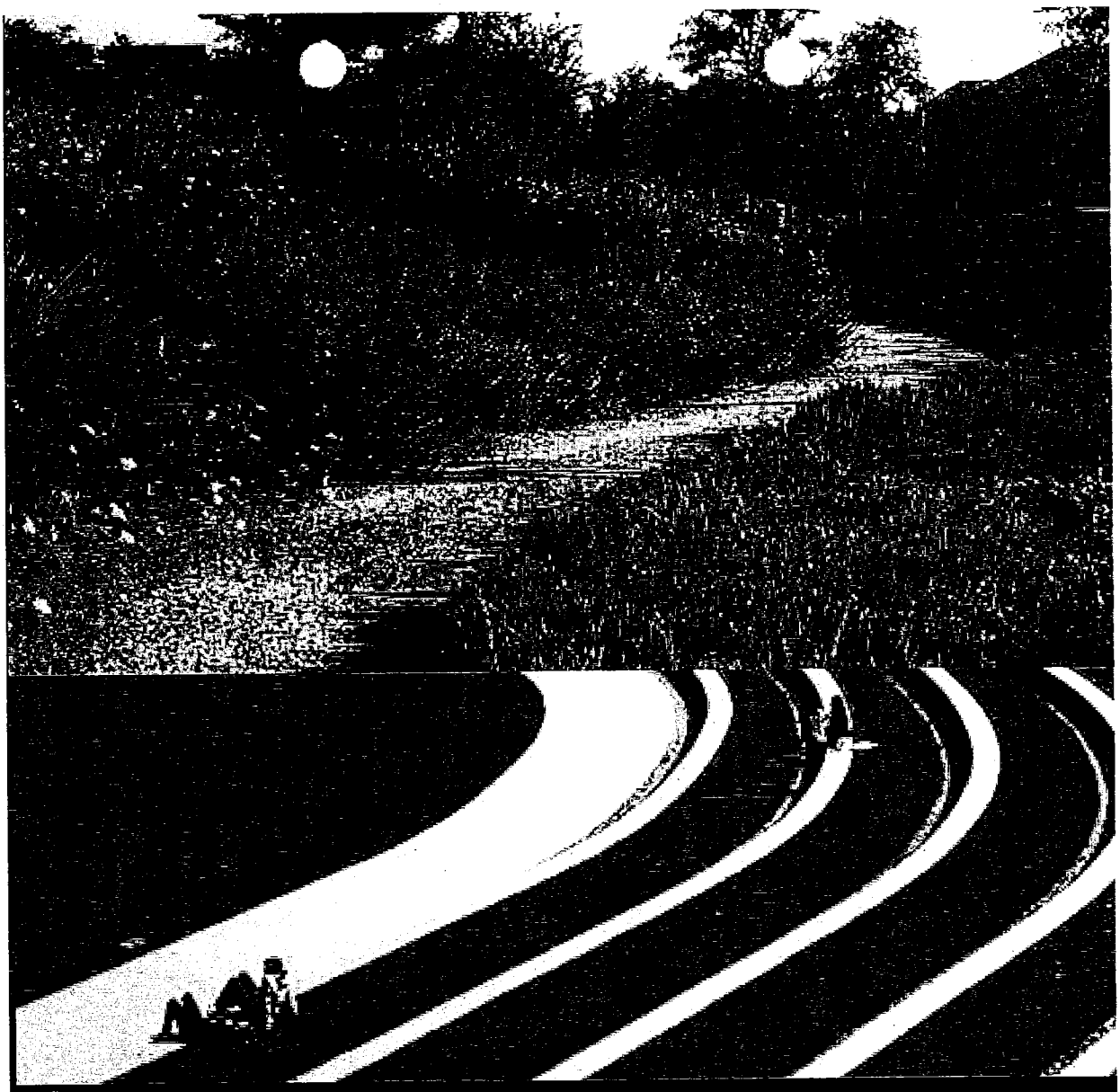


Ribes sanguineum | Flowering Currant
Woodwardia fimbrata | Giant Chain Fern
Polystichum munitum | Western Sword Fern
Myrica californica | Pacific Wax Myrtle
Garrya elliptica | Silk Tassel
Arbutus unedo | Strawberry Tree
Myrtus communis | True Myrtle
Wisteria sinensis | Chinese Wisteria
Fragaria chiloensis | Sand Strawberry
Fragaria vesca subsp. Californicas | Woodland Strawberry
Prunus ilicifolia | Evergreen Cherry
Prunus lusitanica | Portugal Laurel
Lavandula sp. | Lavender *
Chondropetalum tectorum | Small Cape Rush
Euphorbia sp. | Spurge
Cornus stolonifera | Red Twig Dogwood
Iris germanica | Iris *
Philadelphus lewisii | Lewis's Mock-orange *
Lonicera spp. | Honeysuckle *
Clematis montana | Anemone clematis *

pedestrian way palette



Note: Plants with (*) have fragrant foliage and flowers.



parks & plazas schematic designs



3

section 3

parks & plaza schematic designs

Section 3 adds more detail to the sitewide plans of Section 2 by presenting the schematic design of each individual park and plaza on the Schlage Lock site. Each open space is described by the specific design concept that dictated its shape and organization, the types of activities for which it is designed, the character of the spaces created, and a palette of materials (paving, planting, furnishings, lighting, art features).

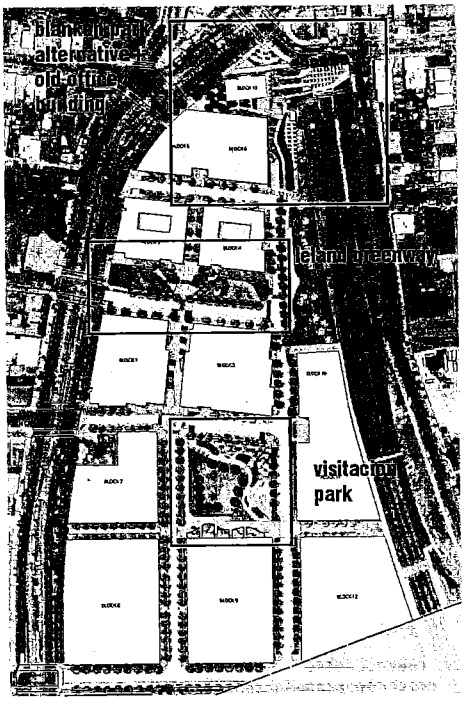
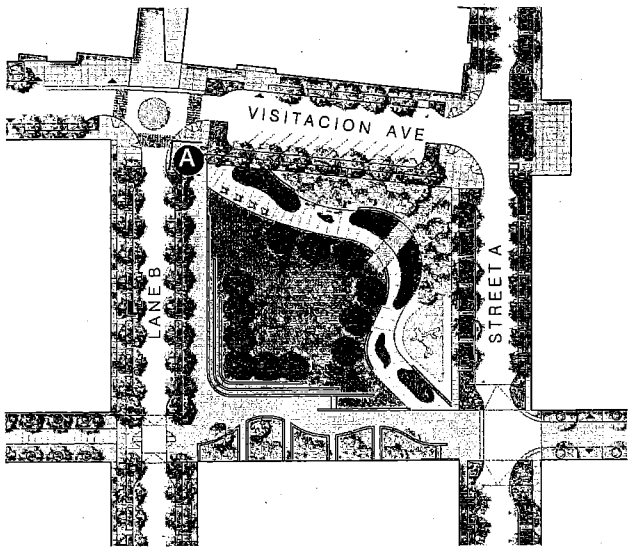
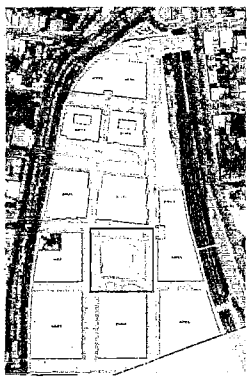


figure 24 |overall site plan

figure 25 | perspective view key





key plan

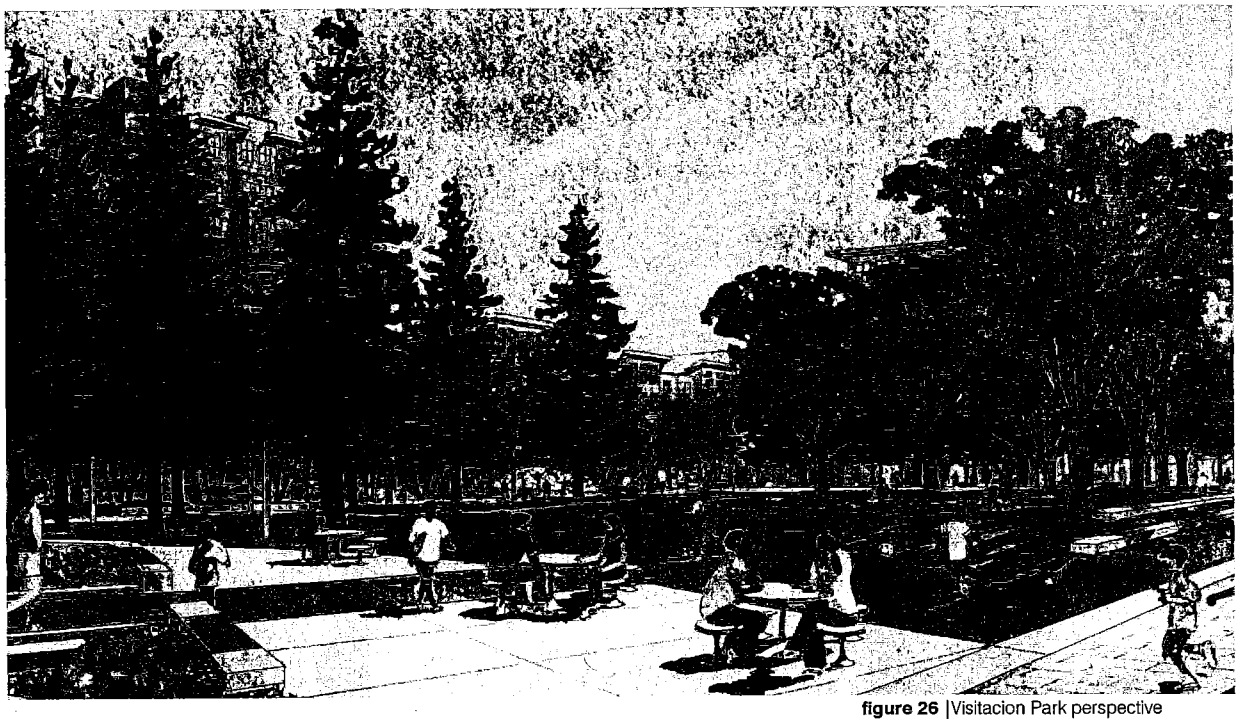


figure 26 |Visitacion Park perspective

Visitacion Park

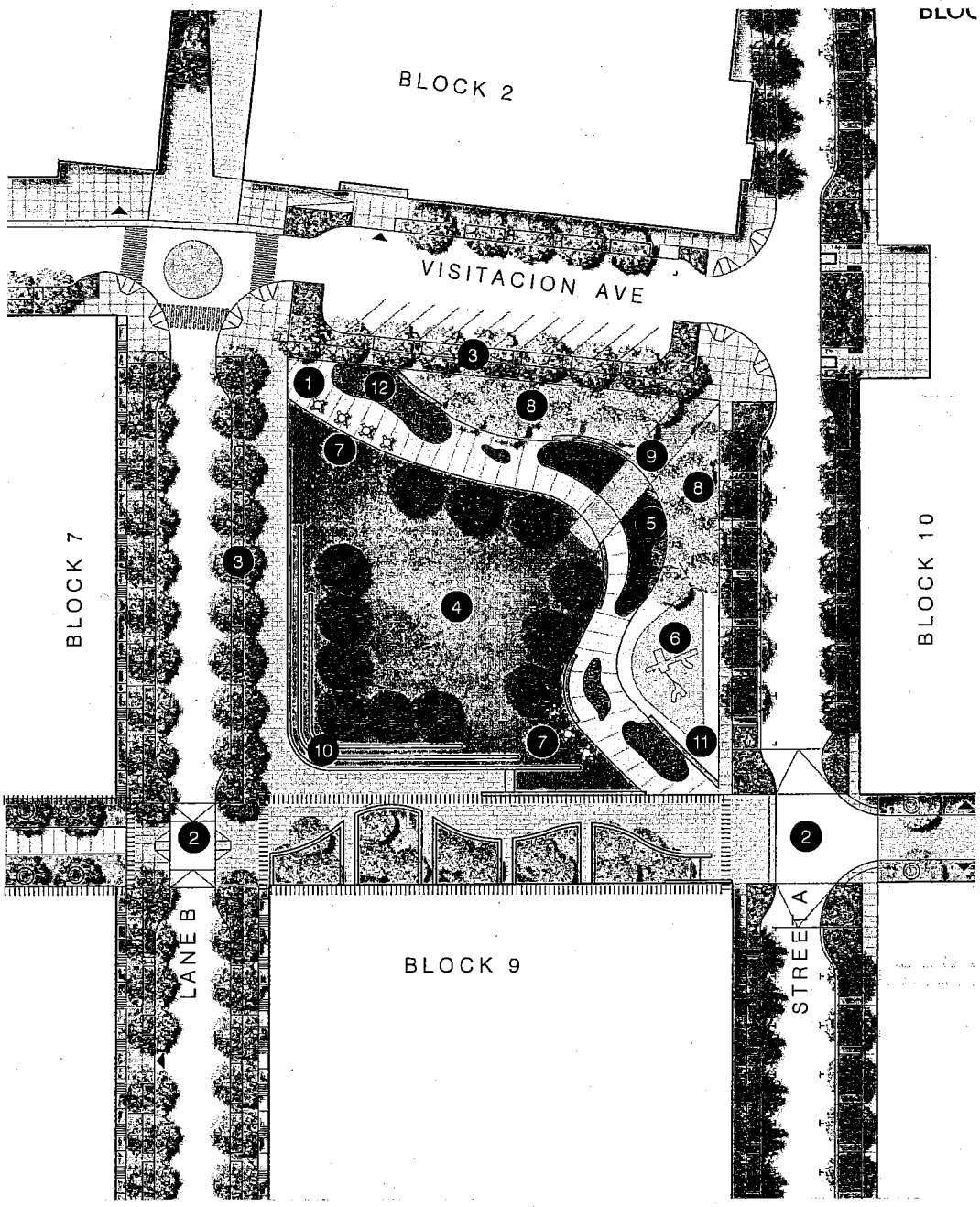
Design Overview

Visitacion Park is located near the center of the Plan Area, bounded by Parcel 9, Street A, Visitacion Avenue, and Lane B. It is designed as a flexible and shared open space for multiple uses, and thus is seen as the "family room" for the neighborhood.

The main program in Visitacion Park is a multi-use bermed lawn area, which doubles as an informal outdoor amphitheater, softly sloping in a northeast direction as shown in Figures 25, 27 and 28. The seating steps form the high point of the central berm. The steps provide flexible seating and lounging space, edging and activating the widened sidewalk edge at Lane B. The lawn area drains into a swale (detention area) planted with native vegetation located underneath the bridge spanning to the northeast street corner. The bridge is made of composite "wood" for durability, and edged with a low curb for safety. The bottom of the swale should be no more than 30" below the bridge. The bridge allows direct access over the swale area, while the surrounding tree grove is provided with a permeable accesible surface, allowing widespread access to the park from many points.

A meandering walkway is bordered intermittently with a seat/art wall and is punctuated with islands of plantings. Along this meandering walkway is a playground (tot lot), picnic sites and chess tables or other amenities as determined during the design development process. An adjacent planted pedestrian path north of Block 9 extends the park and will be further activated by residential stoops flanked by planting.

figure 27: **park programming and tree plan**



LEGEND

1. path
2. raised intersection
3. street planting
4. multiuse lawn
5. rain garden
6. playground (tot lot)
7. picnic area
8. the grove with DG or similar paving
9. bridges
10. seat wall
11. art wall
12. park planting

on structure

fremont cottonwood
red maple
olive
japanese cherry
river birch
catalina ironwood
deodar cedar
tristania laurina

0 30 60ft

Character and Materials Requirements

The character of Visitacion Park is of one simple, flexible, and inviting space, using warm colors and natural materials. This base design provides a setting for potential public art elements, which can provide the whimsical, unique, and colorful character preferred by the community. Because Visitacion Park is expected to carry a high volume of users, the materials and elements proposed on the following pages are durable, and will acquire interesting patina with the passage of time, while minimizing unnecessary maintenance.

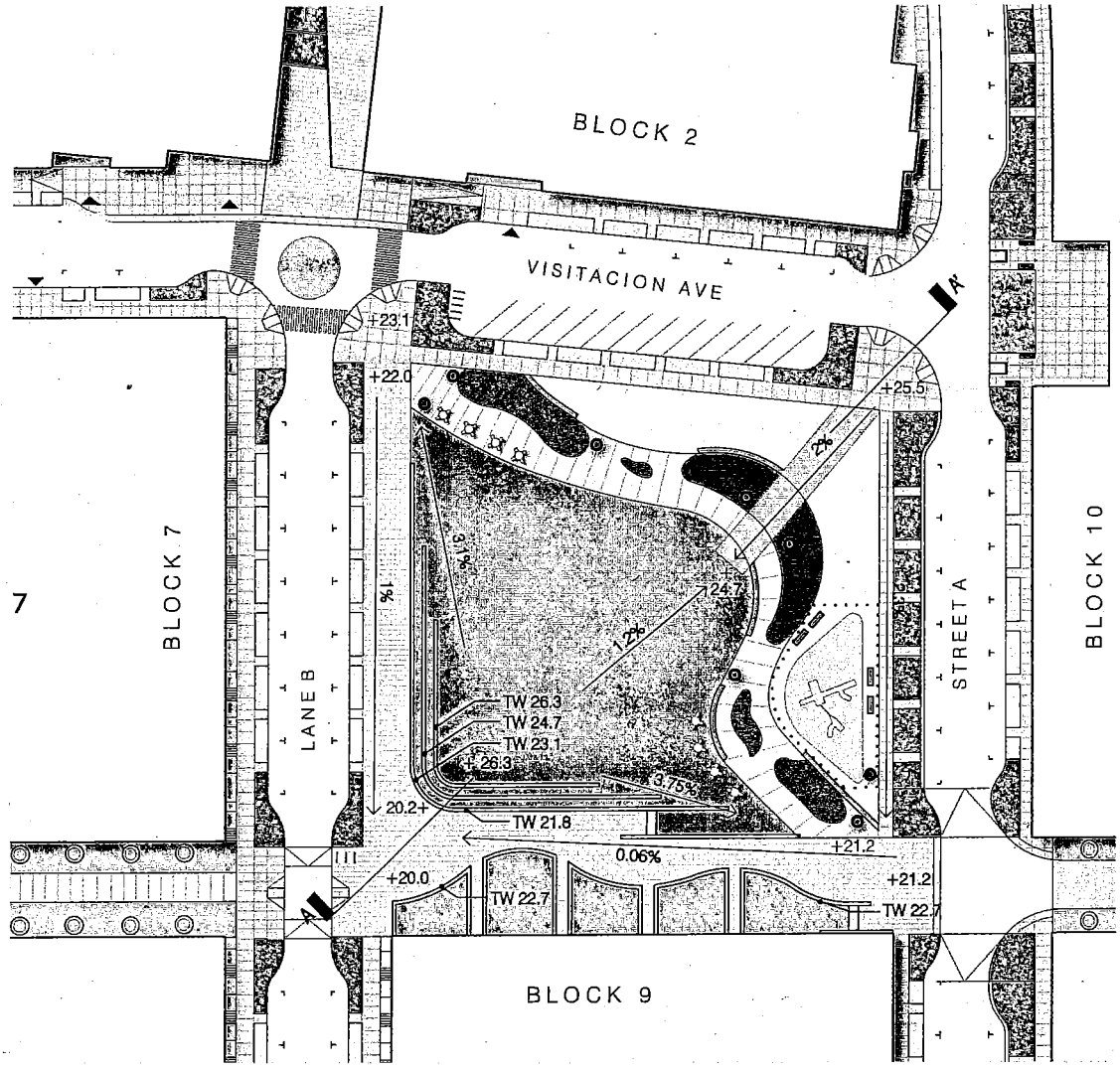
Recommended Public Art Features

- Seat wall art element—An art element component can trace the meandering seat wall and extends along the length of the seat wall and/or green wall along Street A into the Visitacion Park. The art element could be applied later or be designed as integral to the seatwall and green wall.

Potential Stormwater Management Strategies

The central stormwater management element for this Plan Area is the central swale. The swale will collect, detain, and slowly absorb water from the lawn, planting areas, adjacent sidewalks, or Lane B, and eventually release it into the standard stormwater system.

figure 28: **visitacion park grading, materials, planting type, furnishing and lighting plan**



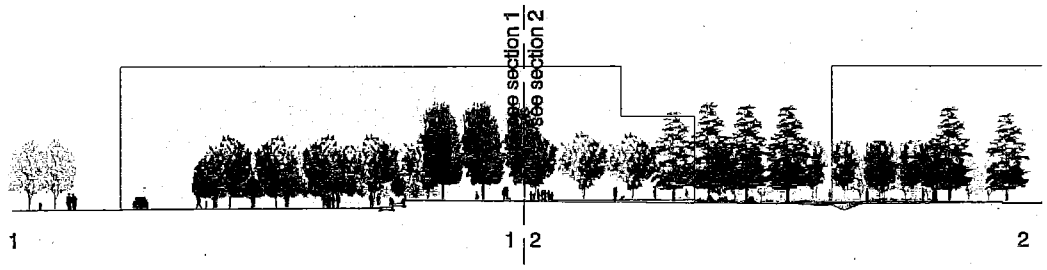
LEGEND

- colored concrete path
- unit paver
- playground surface
- composite wood bridge paving
- decomposed granite
- bike rack
- park planting
- rain garden
- lawn
- bioretention cells
- street planting
- picnic table
- trash receptacle
- step seating with step light
- built-in seating at wall
- seat wall and art wall with recessed light
- park pedestrian light
- benches
- playground fencing

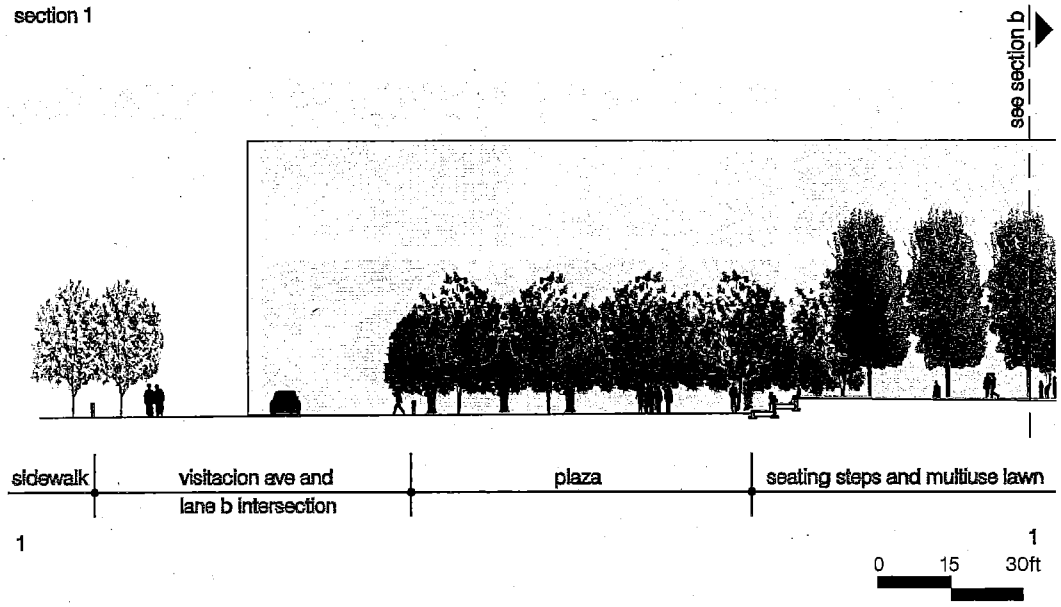
0 30 60ft

Note: See Leland Ave Section (Figure 48 on p.81), Lane B Section (Figure 51 on p.80), Visitacion Ave Sections (Figure 54 on p.86) & Street A Section (Figure 52 on p.84) for information on streetscape material

overall section A-A'



section 1



section 2

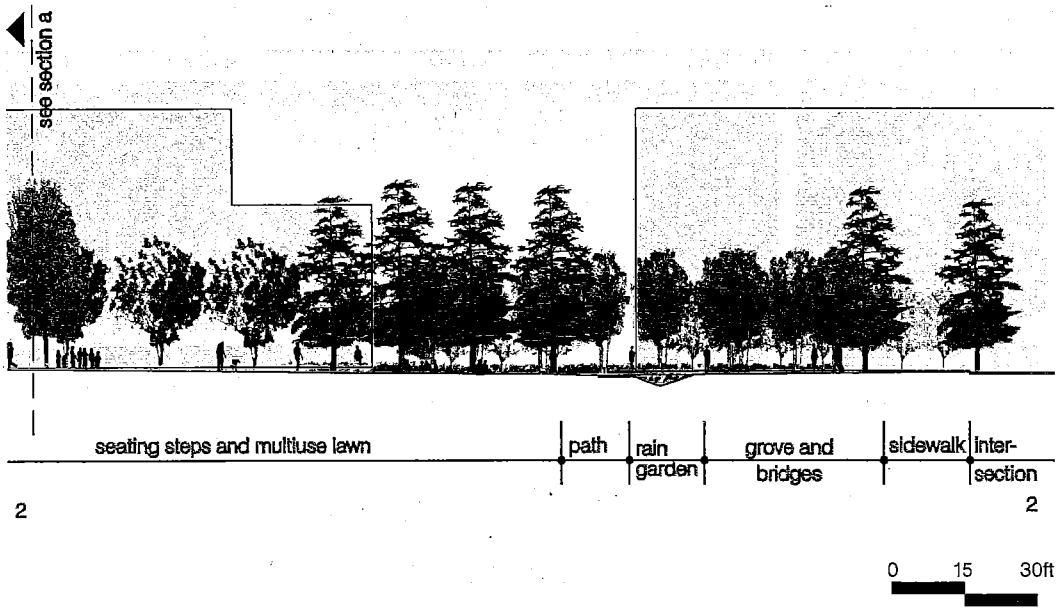
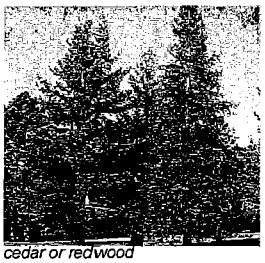


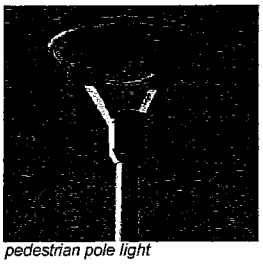
figure 29 |section A-A' leland park section

Visitacion Park palette


cedar or redwood


rain garden

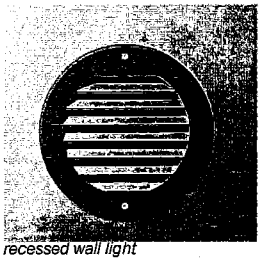

unit paver plaza


pedestrian pole light


cottonwood

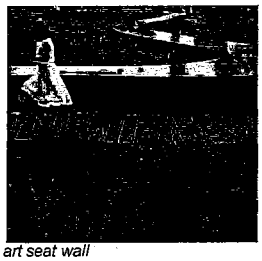

park planting

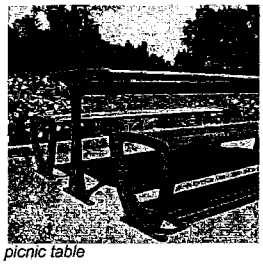

step seating

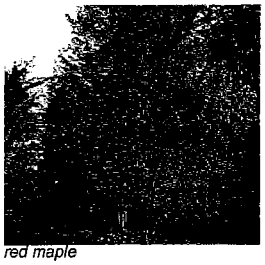

recessed wall light

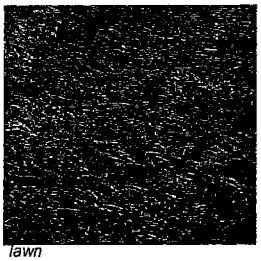

river birch


park planting

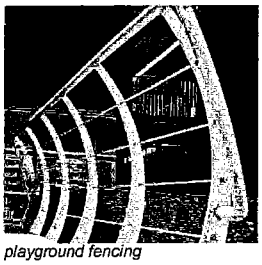

art seat wall

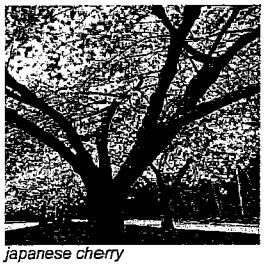

picnic table

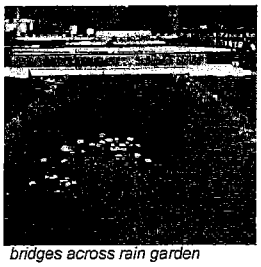

red maple


lawn


meandering colored concrete path


playground fencing


japanese cherry


bridges across rain garden


tot lot play equipment


bike rack

*complete potential plant palette provided in section 2's planting strategy (p.31-38)

Materials and Paving

- Bridge element made from composite wood shall connect the adjacent streetscape into the park.
- Special colored concrete or unit pavers shall be used for the other edges of Visitacion Park.
- The meandering path along the swale shall be built with colored concrete.
- A safety surface, in a single color (preferably matching that of the special colored concrete), shall be used for the playground area.
- Standard concrete shall be used for the curving seating steps along the western edge of the central berm.

Planting

- Visitacion Park will have a grove of River Birch with decomposed granite or similar surface beneath.
- The bioswale will be planted with rushes and grass varieties.
- At the top and bottom of the landscape berm Fremont Cottonwood & Deodar Cedar will be planted respectively to frame and provide wind protection to the lawn.

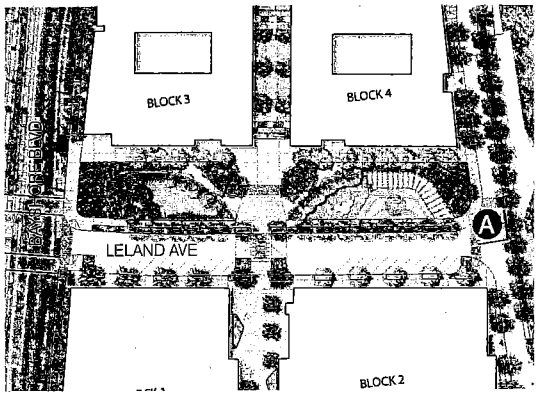
Furnishings

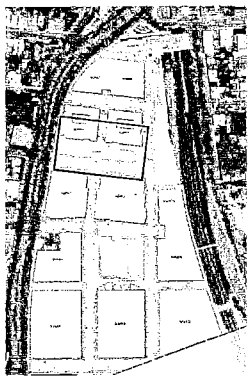
- Standard bike rack, trash receptacle, picnic tables, chairs, and benches shall be used.
- Single color playing structures shall be used whenever feasible. Plastic structures shall be avoided.
- Fencing around the playground shall be in metal and/or wood to match materials of other site furnishings.

Lighting

- Step lights shall be provided on the curving seating steps and at key locations of the "art wall."
- The park pedestrian pole shall be used throughout the park, including the playground and the picnic sites.

figure 30 | perspective view key





key plan



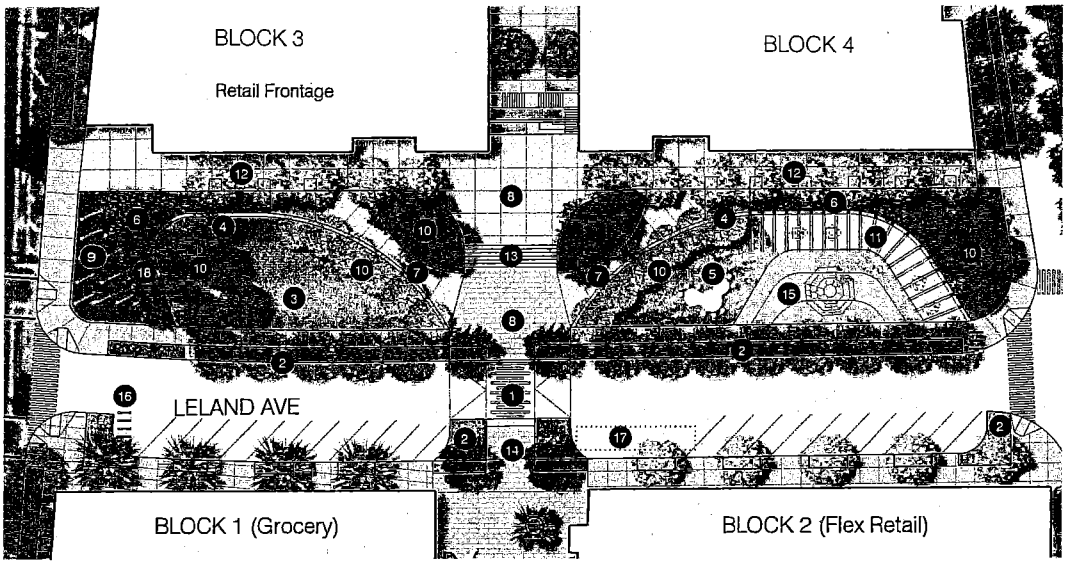
figure 31 |Leland Greenway perspective

Leland Greenway

Design Overview

Leland Greenway starts from the corner of Leland Avenue and Bayshore Boulevard and acts as a critical open space link to the existing community and existing businesses on the existing western portion of Leland Avenue. It serves as a terminus for pedestrians crossing Bayshore Boulevard. Leland Greenway will include a paved seating area, a focal wind-driven art sculpture at the Bayshore intersection, and street furnishings that may be enjoyed by patrons of the nearby retail anchor, shops or cafe. The location of this sculpture garden, paired with low shrub plantings and the absence of street trees in this area will ensure that the retail anchor will remain visible to patrons. Layers of windbreak trees and shrub provide additional wind protection to the central open space. The central portion of the park includes steps and ramps that slope down from Blocks 3 and 4 toward Leland Avenue and can serve as a venue for public gatherings and events. The eastern end of the Leland Greenway will include a play area for children and an adjacent seating area sheltered by a trellis. The trellis is proposed as a series of highly perforated metal panels potentially made from salvaged materials and planted with vines. The design will reduce the impact of the wind while maintaining to the extent possible visibility throughout and beyond the site to avoid creating a wall and causing safety issues.

figure 32: **leland greenway programing and tree plan**



LEGEND

1. raised crosswalk/ loading
2. street planting
3. multiuse lawn
4. seating/play wall
5. exploratory play area
6. flower gardens
7. sloped walk
8. plaza/meeting space
9. wind sculpture
10. windbreak grove
11. trellis/covered picnic & seating
12. paseo
13. terraced steps
14. bulbout for pedestrian crossing
15. playground /exploratory play area
16. bike parking
17. loading
18. windbreak shrubs

italian stone pine
mexican washingtonia palm
brisbane box
monterey cypress
japanese cherry
catalina ironwood
river birch
red maple
shrubs
tall shrubs

0 30 60ft

The uses along the Leland Greenway change from retail in the west to residential in the east. Given this variety of frontages, the Greenway needs to serve both as an urban plaza, which supports retail visitors and as a green open space with recreational and family amenities. The specific amenities recommended for the Greenway include a wind-driven art sculpture, a windrow (a line of trees blocking wind), a plaza, terraced stairs, a play area, a trellis with seating area, and a barbell-shaped multi-use lawn areas with picnic tables and benches.

Leland Greenway Alternative

A design alternative for Leland Greenway as shown in Figure 32a is included in this plan to allow the developer flexibility as the phases of the plan develop, as well as to balance the public space opportunities with the evolving needs of retail uses along Leland Avenue. Modeled after South Park (South Park/2nd Street) or Patricia's Green (Octavia/Hayes), this alternative provides slow, 1-way streets on either side of the park that could be designed as shared streets or with lower curbs to increase the connection across the park and between the two sides of the street. 45 degree parking could be included on one side of the street to support retail tenants. It should be noted that the additional space provided to the roadway encircling the park provides more direct access to retail and other uses on the north side of Leland Avenue, but does reduce the amount of usable open space.

Should this design alternative be pursued, two critical design details would need to be further developed. First, the one-way streets would need to be detailed so as to meet requirements for Fire Department access. Second, with the Leland Greenway Alternative, pedestrian safety concerns will need to be addressed in order to mitigate traffic exposure at park access.The street grade and park design would need to be sculpted to allow for pedestrian accessibility and successful programming. While the basic form of this alternative has be reviewed by the community, additional outreach should be conducted to inform any changes in programming and amenities that may arise from selection of this configuration.

Character and Materials Requirements

The Leland Greenway is designed as a series of public gathering spaces; thus the planting is designed for visibility. As at Visitacion Park, the meandering seat wall engages these spaces and becomes an iconic

figure 32a: **leland greenway alternative scheme**

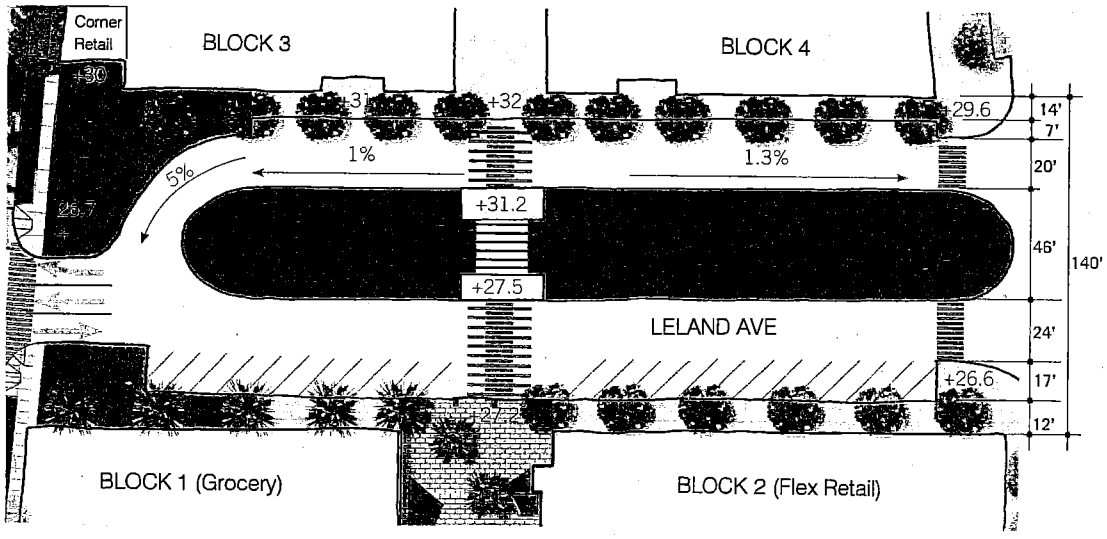
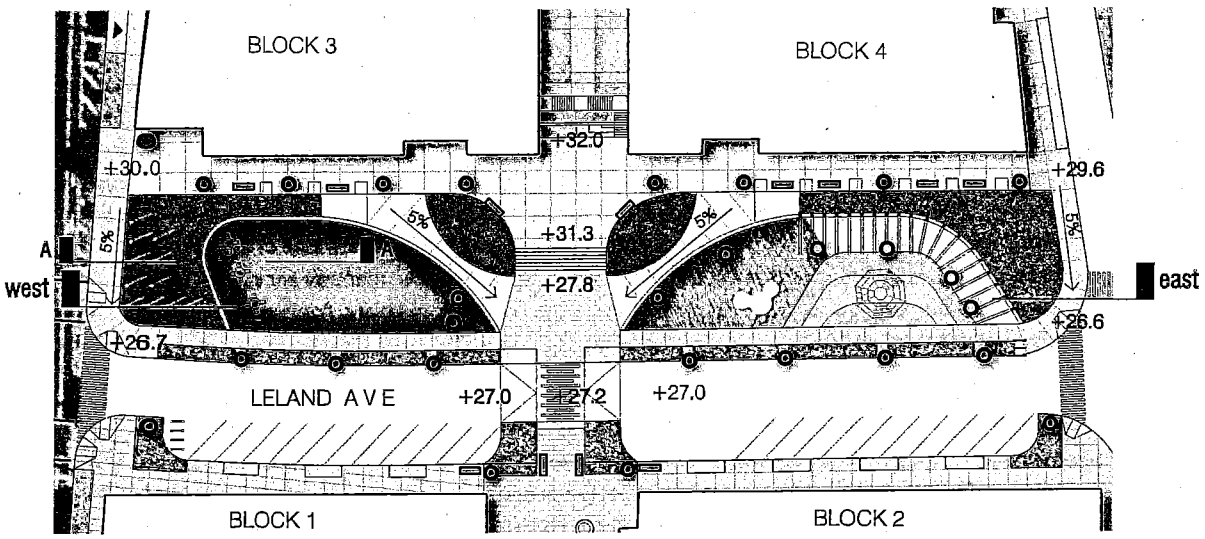


figure 33: **leland greenway grading, materials, planting type, furnishing and lighting plan**



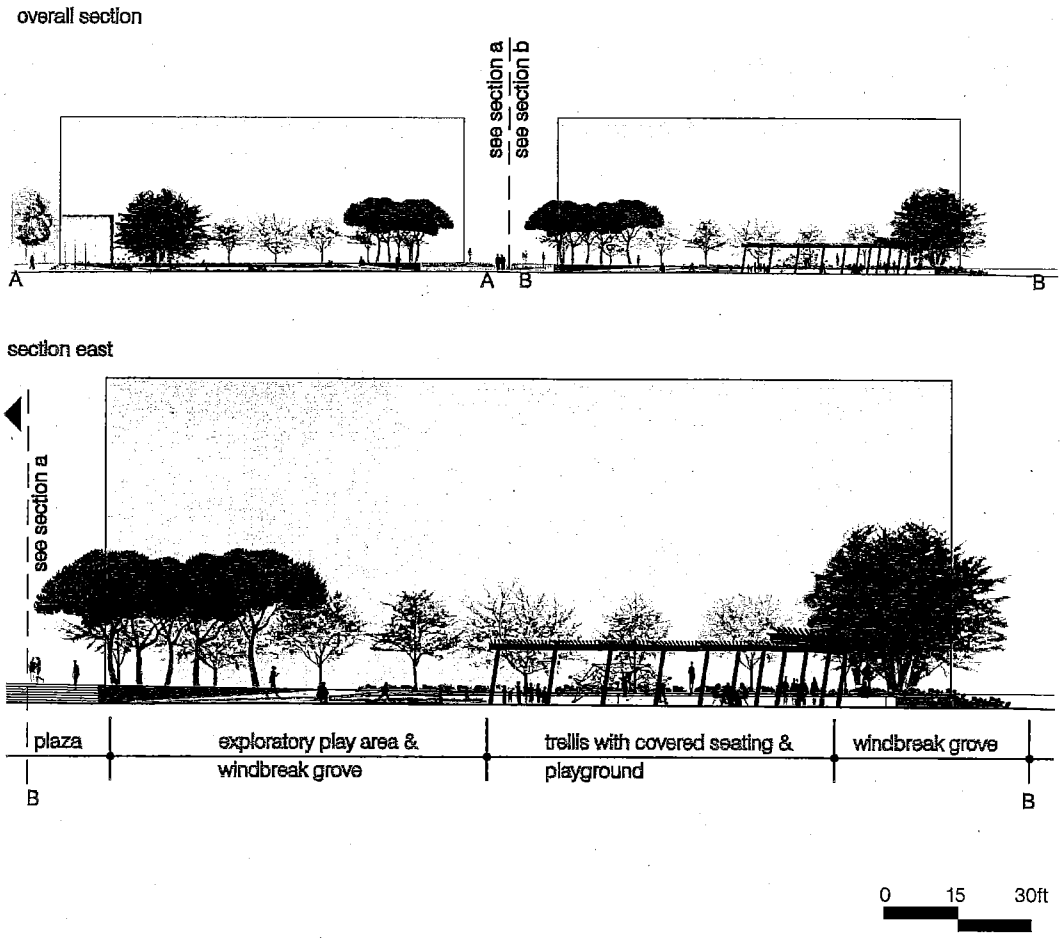
LEGEND

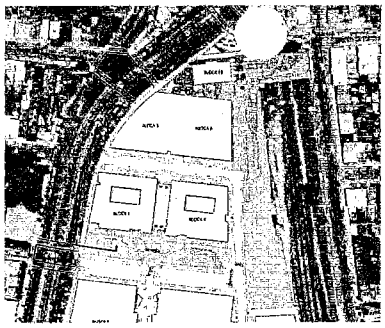
- colored concrete path
- unit paver
- playground surface
- unit paving at sidewalk
- park planting
- street planting
- lawn
- bioretention cells
- picnic table
- seat wall with recessed light
- no mow lawn
- trellis
- wind sculpture
- park pedestrian light
- trellis down light
- trash can
- bench
- bike rack

Note: See Leland Street Section (Figure 48 on p.80) for information on streetscape material

0 25 50ft

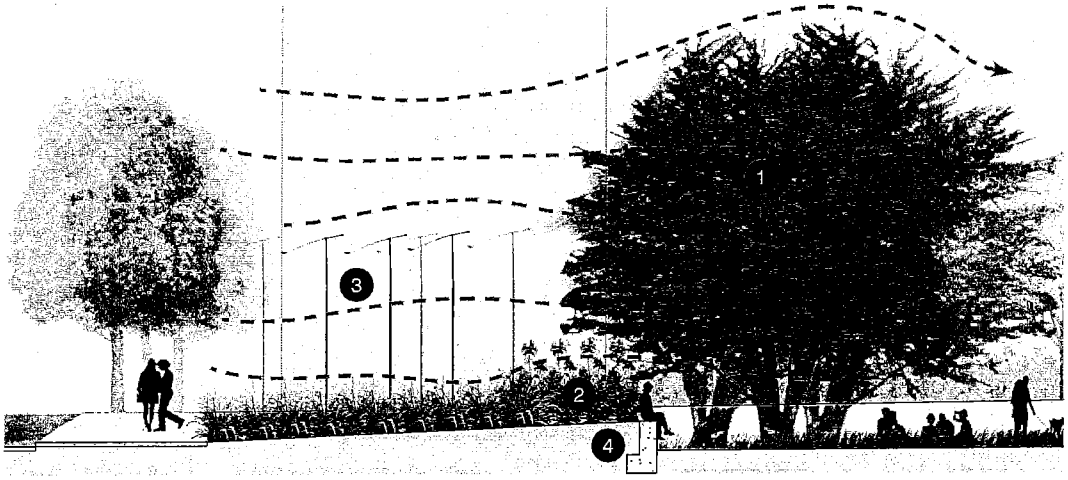
figure 34 | Leland Park section





key plan

figure 34A | Leland Park section A



LEGEND

1. windbreak grove
2. windbreak tall shrubs
3. wind sculpture
4. seating/play wall



Wind Ensemble/ Doug Hollis

expression of neighborhood character. An art element may be applied or designed as integral to the design of the seat wall.

The selection of materials and furnishings for the Leland Greenway is as follows:

Recommended Public Art Features

- Art Element to Seat Wall—Refer to the Visitacion Park section (page 43) for details.
- Shade Trellis—A custom-designed trellis structure made with materials that celebrate the past, present and future of the site and provide wind protection.
- Sculptural Art Element—Located near Leland Avenue and Bayshore Boulevard, this focal/gateway element shall be designed to be an expression of the multitude of cultures that inhabit Visitacion Valley and/or the local wind conditions.
- Exploratory Art Element- An whimsical art piece that engages children to play and explore.

Potential Stormwater Management Strategies

Bioretention cells are planting area capable of withstanding short-term inundation from stormwater. Like the other swale/ stormwater detention areas, it will collect, detain, and cleanse water from Leland Ave to slowly release it into the standard stormwater system after 24 hours.

Prevailing Wind Management Strategies

There will be a three step approach to dealing with northwest prevailing winds at Leland Greenway as shown in figure 34A. The first is to gently berm the earth 18"-2' high, to be retained with a concrete seat/art wall. Secondly, low windbreak shrubs will be planted at the top of the berm, creating a 3' - 4' high wind protected area for seating on the multi-use lawn at the base of the seatwall. Finally, Monterey Cypress trees, which will grow to be at least 25' high, will be planted to form a larger windbreak to dissipate the wind for park areas to the east. A wind sculpture, along with carefully located trees, would be a functional amenity which grows out of the environmental conditions of the site.

While it is important to shelter park users from the prevailing winds, it is equally important to maintain visibility for security and to insure the success of the retail on Leland Avenue. Sculptural Art Element—Located near Leland Avenue and Bayshore Boulevard, this focal/gateway element shall be designed to be an expression of the multitude of cultures that inhabit Visitacion Valley and/or the local wind conditions.

- Exploratory Art Element- An whimsical art piece that engages children to play and explore.

Potential Stormwater Management Strategies

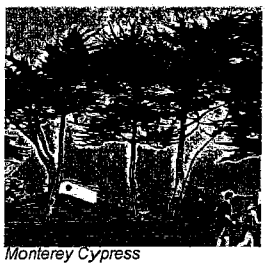
Bioretention cells are planting area capable of withstanding short-term inundation from stormwater. Like the other swale/ stormwater detention areas, it will collect, detain, and cleanse water from Leland Ave to slowly release it into the standard stormwater system after 24 hours.

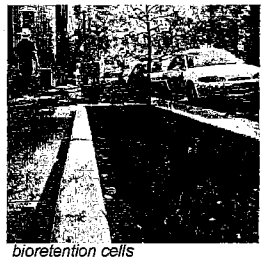
Prevailing Wind Management Strategies

There will be a three step approach to dealing with northwest prevailing winds at Leland Greenway as shown in figure 34A. The first is to gently berm the earth 18"-2' high, to be retained with a concrete seat/art wall. Secondly, low windbreak shrubs will be planted at the top of the berm, creating a 3' - 4' high wind protected area for seating on the multi-use lawn at the base of the seatwall. Finally, Monterey Cypress trees, which will grow to be at least 25' high, will be planted to form a larger windbreak to dissipate the wind for park areas to the east. A wind sculpture, along with carefully located trees, would be a functional amenity which grows out of the environmental conditions of the site.

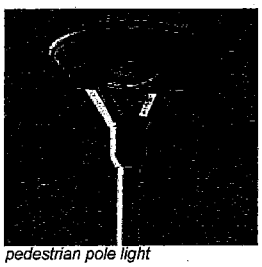
While it is important to shelter park users from the prevailing winds, it is equally important to maintain visibility for security and to insure the success of the retail on Leland Avenue.

Leland Greenway palette

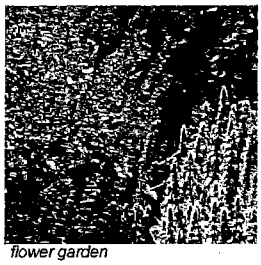

Monterey Cypress

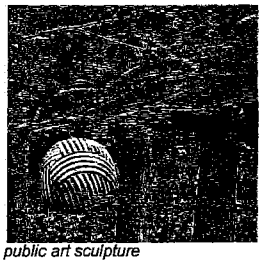

bioretention cells

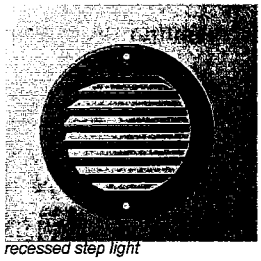

no-mow lawn


pedestrian pole light

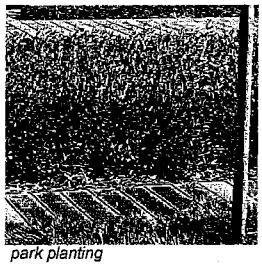

catalina ironwood

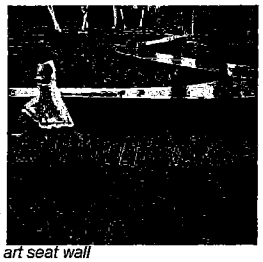

flower garden

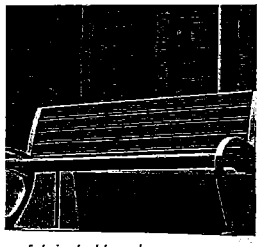

public art sculpture

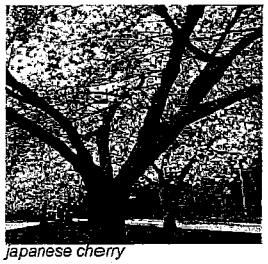

recessed step light


river birch


park planting

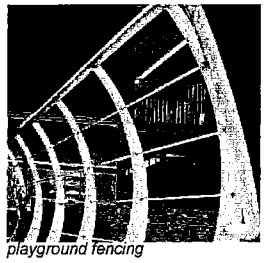

art seat wall

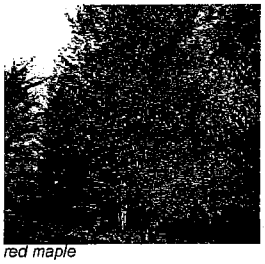

prefabricated bench


japanese cherry

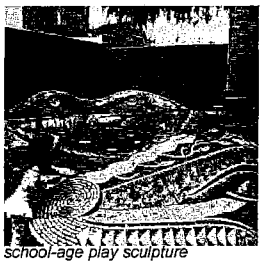

windbreak grove


teen-age play equipment


playground fencing


red maple


reclaimed-wood exploratory play


school-age play sculpture


trellis/covered seating

**complete potential plant palette provided in section 5- planting strategy (p.31-38)*

Materials and Paving

- Unit avers matching the unit pavers used in Visitacion Park, shall be used on the plaza at the intersection of Lane B mews.
- Color concrete matching the color concrete used in Visitacion Park shall be used at ramp, stair and residential porch in front of Parcel 3 & 4.
- A safety surface, shall be used for the play area.
- Decomposed granite or colored concrete, tan in color, shall be used for all the interior pathways in the Greenway.

Planting

- A backbone of evergreen shrubs shall shelter additional plantings of flowering perennials.
- All understory planting should be less than 3 feet in height and maintain clear sight lines.
- Palm trees will mark the Lane B mews into the Greenway

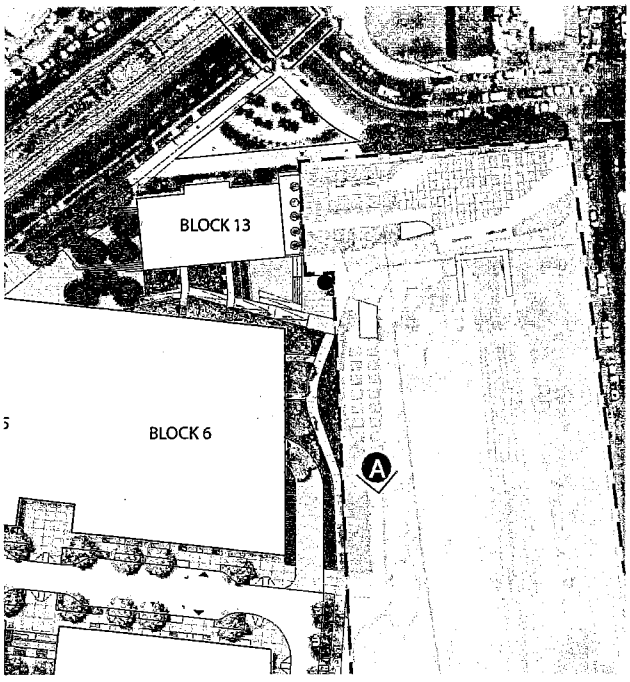
Furnishings

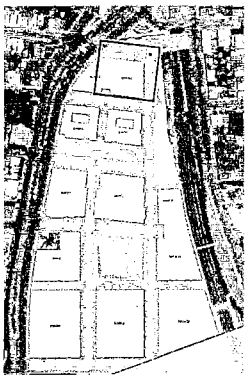
- Standard bike racks, trash receptacles, picnic tables, chairs, and benches shall be used.
- Sculptural structures for passive playing activities shall be used; ideally plastic ones shall be avoided.
- Trellis and seating area shall be on one side of the play area.

Lighting

- Step light shall be provided at key locations of the seat wall (art wall).
- Park pedestrian poles throughout the Leland Greenway shall be frequent enough to meet safety levels.
- Special downlights shall be used on the trellis.

figure 35 | Perspective Key





key plan

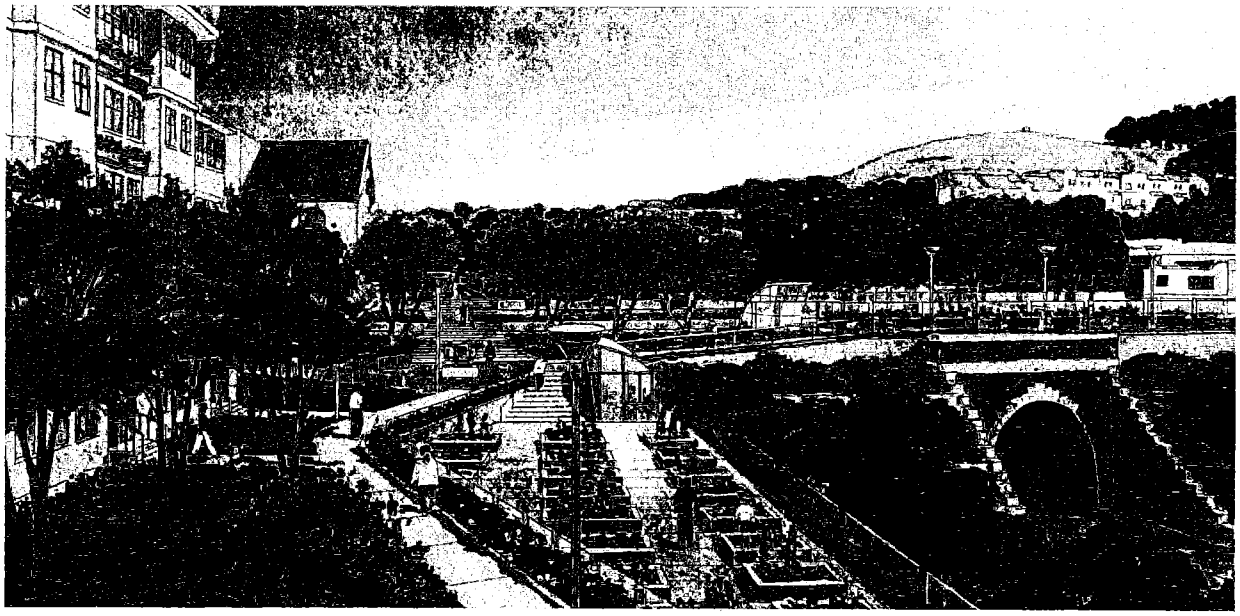


figure 36 |Blanken Park Alternative and Old Office Building Plazas Perspective

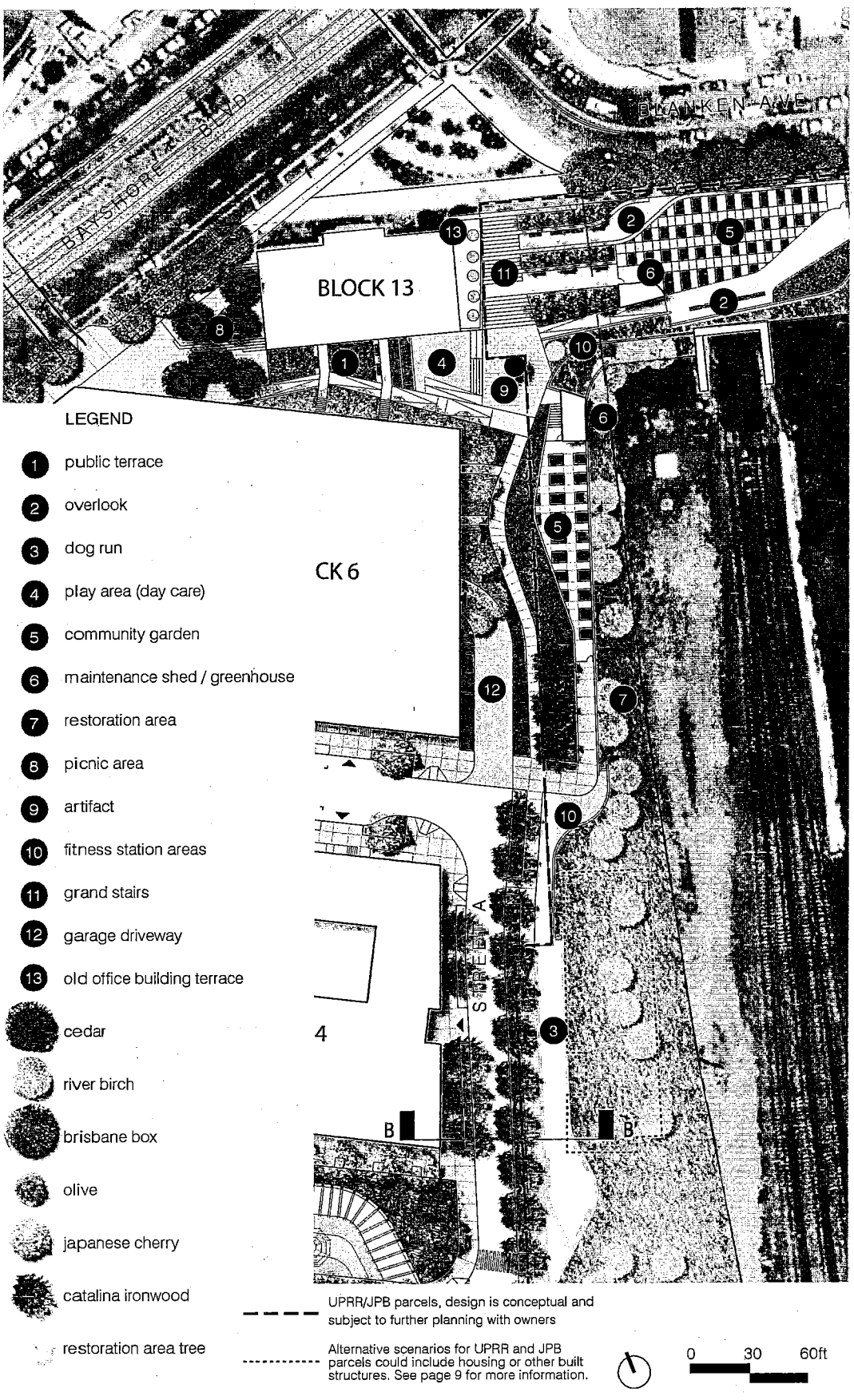
Old Office Building Plazas and Blanken Park Alternative

Design Overview

Alternatives for Blanken Park and the Old Office Building Plaza, could form one of the Plan Area's main parks. Together, they could serve as the terminus and gateway to the Plan Area's open space system. The Blanken Park alternative concept depicted in this document does not preclude other uses allowed, as-of-right or with a conditional use, by the underlying M-1 zoning on parcels 5087/004 and 5087/005 owned by UPRR or the JPB, respectively. Changes in height, zoning or use on all maps in this document depict only one of several conceptual alternatives and are subject to further planning with the property owners.

Blanken Park is located at the corner of Blanken Avenue and Tunnel Road, above the railroad tunnel located on the northeast corner of the Plan Area and extending south between the west side of the tracks and the east side of Parcel 6. The open space above the tunnel presents some limitations and some unique opportunities given its on-structure condition. It has loadbearingcapacity restrictions and some recreational programs are incompatible with railroad safety, but it is also the only portion of the Plan Area where food production

figure 37: **Old Office Building plaza and Blanken Park Alternative programming and tree plan**





(above) figure 38 |Old Office Building grading diagram

may be possible. Two separate enclosed areas for community gardens above and adjacent to the tunnel are proposed. Additionally, these sites have not yet been tested for potential contaminants that may restrict food growing. It is important to note that Blanken Park is not within the Schlage Lock Developer's ownership, thus it is potentially subject to additional restrictions imposed by JPB and UPRR, its current owners.

The design of the area above the tunnel is a resolution of request by the community for food-growing opportunities, and requests for this area to be accessible to all members of the public, with a public viewing terrace and a generous walkway to connect the park to Little Hollywood. If the community garden is determined as iinfeasible, unpopular or impractical to the community or property owners, this area shall be redesigned to accommodate a fully public program. The walkway ramps down to one of the plazas, then continues as a more gentle slope between the southern community garden and the stoops and landscapr edging Parcel 6. The building parcels along the tracks between Raymond and Leland Avenues are designated as open space: buffer planting and security fencing along the tracks with fitness stations and a small fenced dog run. The slope treatment from the security fencing down to the tracks is recommended to be a vegetated reinforcement system, to appear as a planted slope, per community preferences. Further design study will confirm whether this approach is feasible.

Plazas comprise the open spaces directly surrounding the OOB. The triangular plaza area north of the OOB was recently rebuilt by MUNI, and is not part of the Plan Area. Because the building is built into the slope, as shown in Figure 38, there are significant grade changes that required careful study to best design for the needs of circulation, indoor/outdoor programming, and sight lines. The solution proposed is a cascading series of terraces and ramps. These spaces will be intimately linked to the future OOB program and redevelopment, and will need further refinement during later design when the ultimate programming for the OOB is more clear. These terraces and spaces are as follows:

- The triangle "Bayshore Plaza" on the west side of the OOB is perfect for a generous bus-stop area and outdoor seating.
- A series of lawn or plaza terraces between the OOB and the residential Parcel 6 could be programmed for outdoor classrooms, day care play, or other uses associated with the OOB.
- A generous stairway, with adjacent terraces connecting landing to sidewalk grades, acts as both gateway and terminus to the Schlage Lock site, leading to a central plaza area below, at the crossroads of pedestrian paths connecting into the greater community. The foot of the stairs is proposed as location for artifacts from the historic Schlage Lock factory or the railroad. This central plaza will also be the "trailhead" for a series of fitness stations along the Street A corridor. The stairs could also be used as part of a comprehensive fitness program.

figure 39: **Blanken Park Alternative grading, materials, planting type, furnishing and lighting plan**

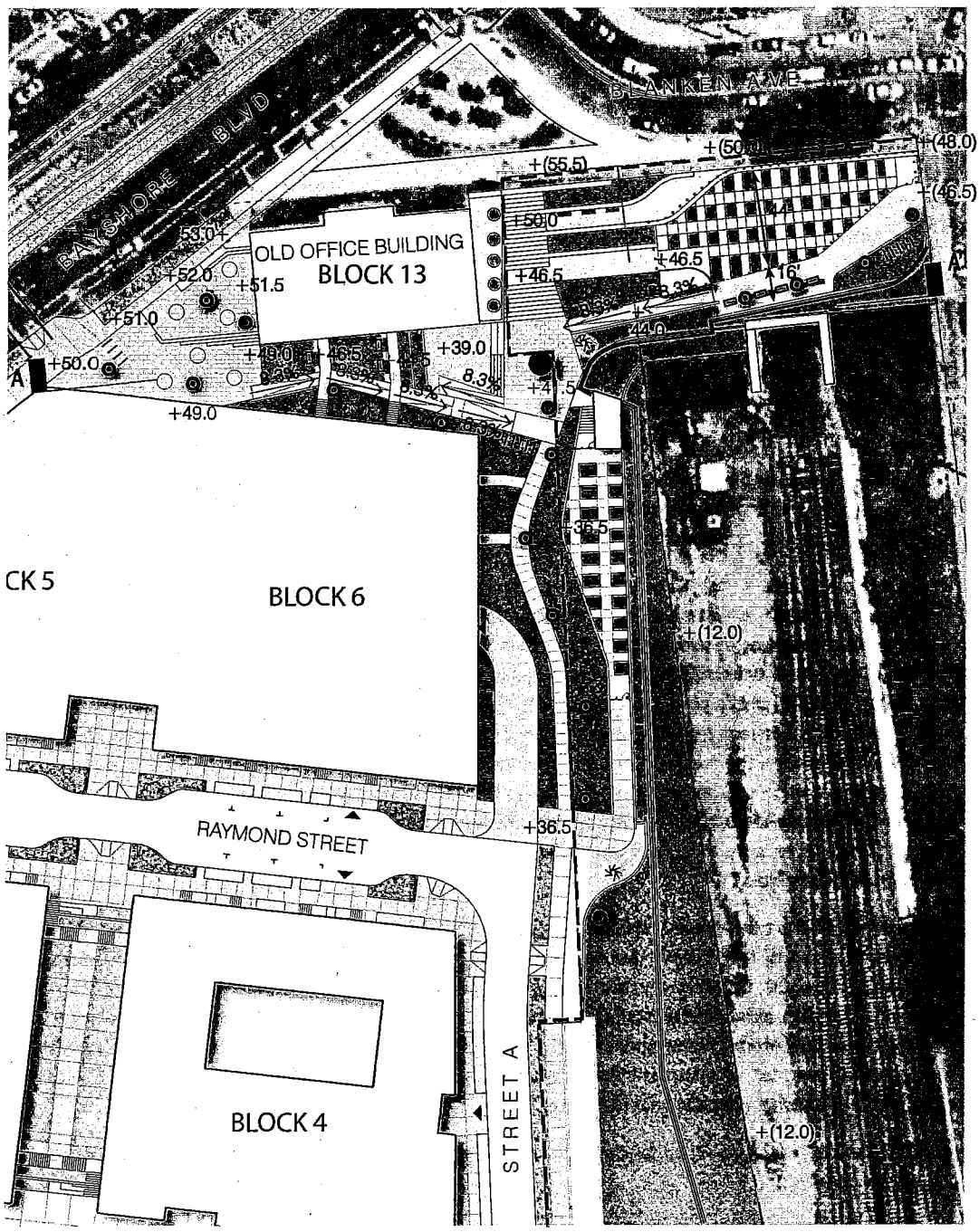
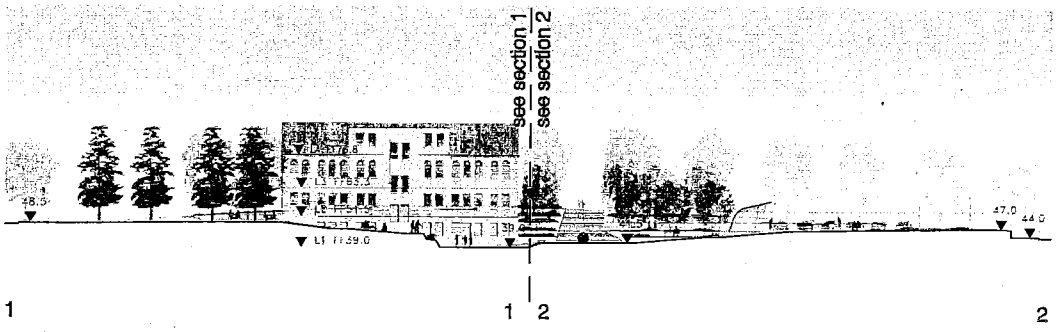
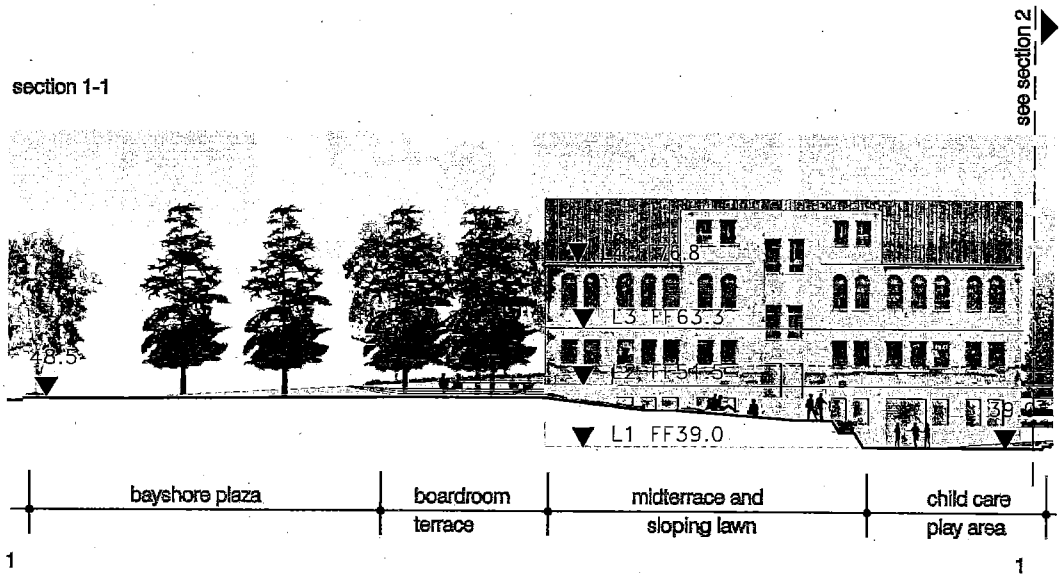


figure 40 | section A-A' Blanken Park Alternative section

overall section A-A'

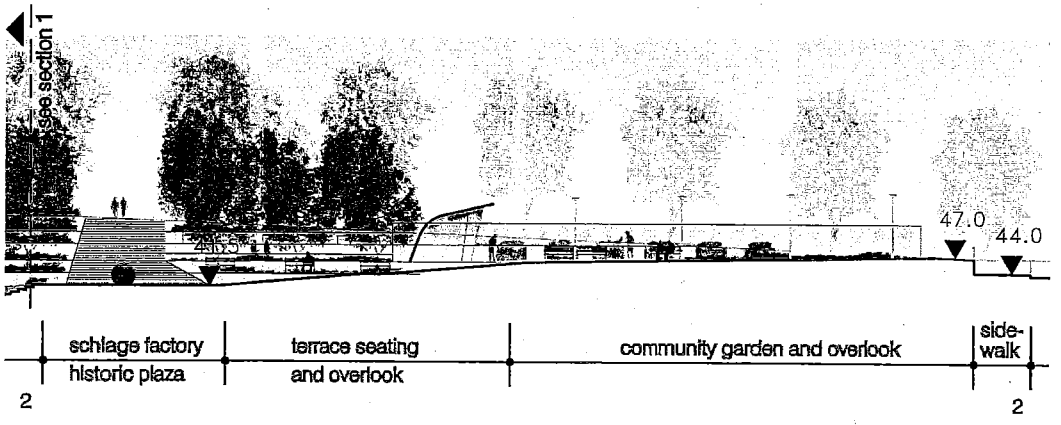


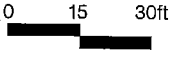
section 1-1





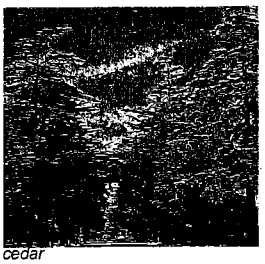
section 2-2



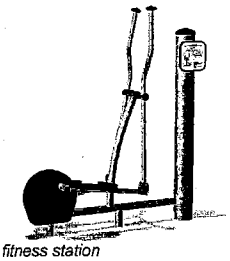


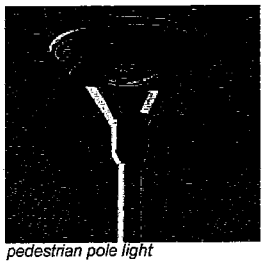
Note: See Raymond Ave Street Section (Figure 60 on p. 92) & Street A Section (Figure 49 on p.82) for information on streetscape material

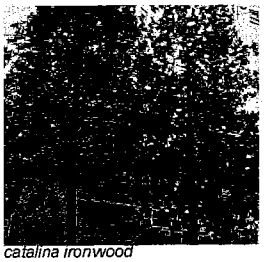
Palette for Old Office Building plazas and Blanken Park alternative


cedar

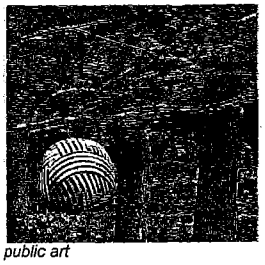

restoration planting

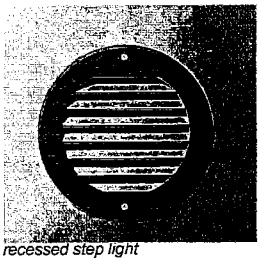

fitness station


pedestrian pole light


catalina ironwood


rain garden/stoop planting

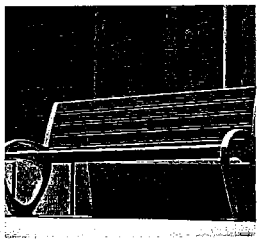

public art

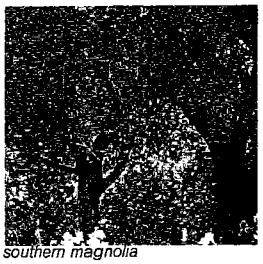

recessed step light


river birch


park planting

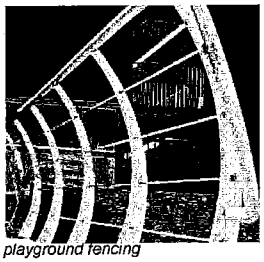

dog run

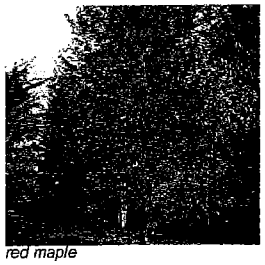

prefabricated bench


southern magnolia

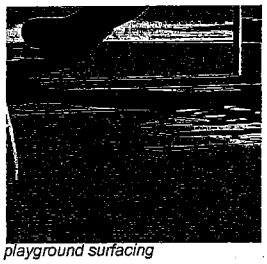

raised planters


grand stair


playground fencing


red maple

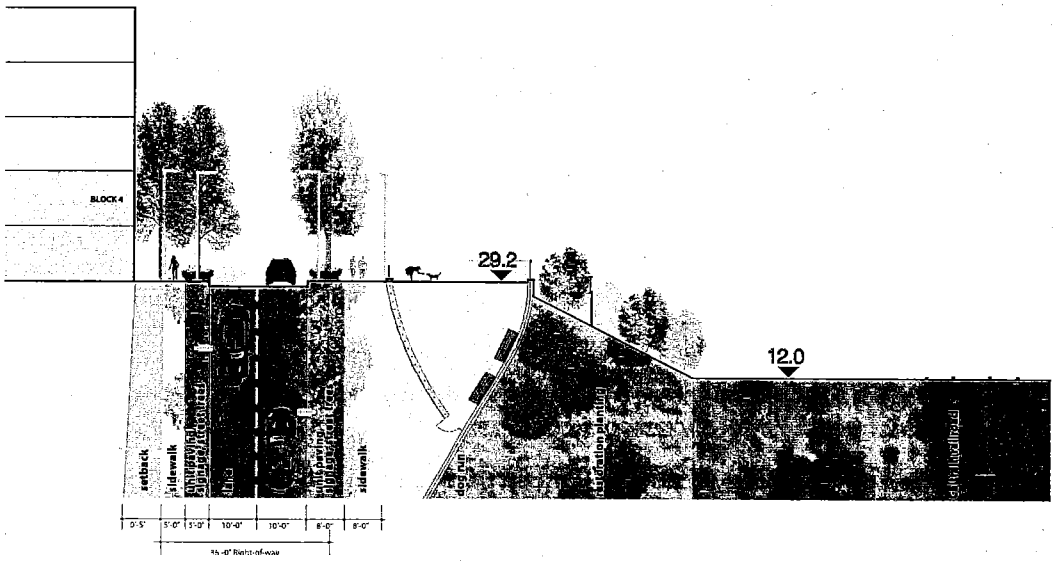

vegetated reinforced slope


playground surfacing


security fencing

complete potential plant palette provided on pages 31-38.

figure 41 | section B-B' Dog Run Park section



- Seating and paths along and above the tunnel, as well as seating/picnic terraces adjacent to the stairs take advantage of panoramic views from the stairs.

Character and Materials Requirements

The character of the Blanken Park/OOB Plazas is dictated in great measure by the aesthetics of the OOB itself and the railroad, both visually prominent in the space. The character of these spaces should capture the essence of the Schlage Lock factory era and the robustness and industrial character of the railroad, while providing special community amenities as shown in Figure 38.

Recommended Public Art Features

- Salvaged Elements from the Schlage Lock Factory: Reused, reinterpreted salvaged elements from the Schlage Lock factory in the plazas; and/or interpretive signage describing the original location and function of each element.
- Fence Enclosure: Custom-designed fence for the community garden areas, including gate and tools shed

Potential Stormwater Management Strategies

Rain gardens may be interspersed throughout the planting area of the park to accommodate treatment needs. Also, there is the

potential to capture rainwater from the roof of the OOB into a cistern, and highlight this as an educational feature. This will be further studied during later programming and design of the OOB remodel.

Materials and Paving

- Decomposed granite, unit pavers or colored concrete shall be used on community gardens.
- Colored concrete shall be used on the OOB plaza terraces if they are used for outdoor classrooms, and in the conceptual Blanken Park alternative overlook area.
- Pathways and ramps are proposed with colored and standard concrete.
- Retaining walls are proposed to be vegetated, with reinforced slopes.

Planting

- A bosque of olive trees is proposed on the terraces near the grand stairway.
- The main planting typology of this area is the park planting, which includes midsize canopy trees such as deodar cedar, catalina ironwood, and river birch and an understory that can sustain shade.
- The buffer planting in this area is recommended with the use of coast live oak and drought-tolerant shrubs planted in soft curving patterns.
- Lawn or no-mow lawn are optional materials instead of colored concrete for the OOB plaza terraces, if it is more appropriate once the building's program and interior design is further developed.

Furnishing

- Standard bike racks, trash receptacles and benches shall be provided.
- Custom picnic tables and chairs, ideally designed by local artists or artisans, are recommended.
- Steel handrails with simple lines shall be used, providing timeless aesthetic.

Lighting

- Step lights shall be installed on the grand stairway.
- Park pedestrian light poles shall be installed throughout the Blanken Park alternative design and Plazas.
- Wall-mounted downlights shall be installed on the terraces between the OOB and Parcel 1B.





streetscape design



section 4

streetscape design

This section describes the streetscape designs for the Plan Area. The overall streetscape hierarchy, right-of-way dimensions, and the landscape concept and character for each street type are described and materials palettes (paving, planting, furnishings, lighting, art features) are recommended. This section builds upon the sitewide strategies and plans found in Section 2.

overall streetscape master plan

The overall design concept for the streetscape in the Open Space and Streetscape Master Plan, as seen in Figure 42, encourages a highly walkable and pedestrian-friendly environment, with stormwater management wherever feasible, and conveys a unique character reflective of the Plan Area's locale. This is achieved by using accent paving materials strategically; proposing trees and other planting for shade, texture, color, wind protection, and visibility; and providing adequate lighting levels to assure safety. Pedestrian routes through the Plan Area is a major consideration for many of the major design moves. The seat wall/art wall/green wall connects Leland Greenway down through Street A to the Visitacion Park and toward Brisbane. The pedestrian pathway between Parcels 1&2 also highlight this connection and enhance the pedestrian experience between Leland Greenway and Visitacion Park. Street A's staggered line of red maples note this street as a north-south pedestrian route.

Streets will be consistent with the intent, character, and spatial proportions of the street sections for mixed-use and residential streets shown in the D4D. Sidewalk widths in mixed-use areas will support restaurant and retail uses. Streetscapes on residential blocks will also create buffers from the vehicular traffic through landscaping, building setbacks or raised building entrances.

Vehicular circulation is organized to connect to the existing hierarchy of surrounding city streets. The Plan will extend Leland Avenue as the primary pedestrian entrance and retail spine of the development across Bayshore Boulevard. Visitacion and Sunnydale Avenues will also continue across Bayshore Boulevard into the Plan Area, serving as the primary vehicular entrances into the Plan Area. There will be two new north-south streets, Street A and Lane B, connecting the Plan Area to the future Brisbane Baylands development to the south. The street hierarchy and associated setbacks are shown in Figure 43.

figure 42: overall streetscape master plan

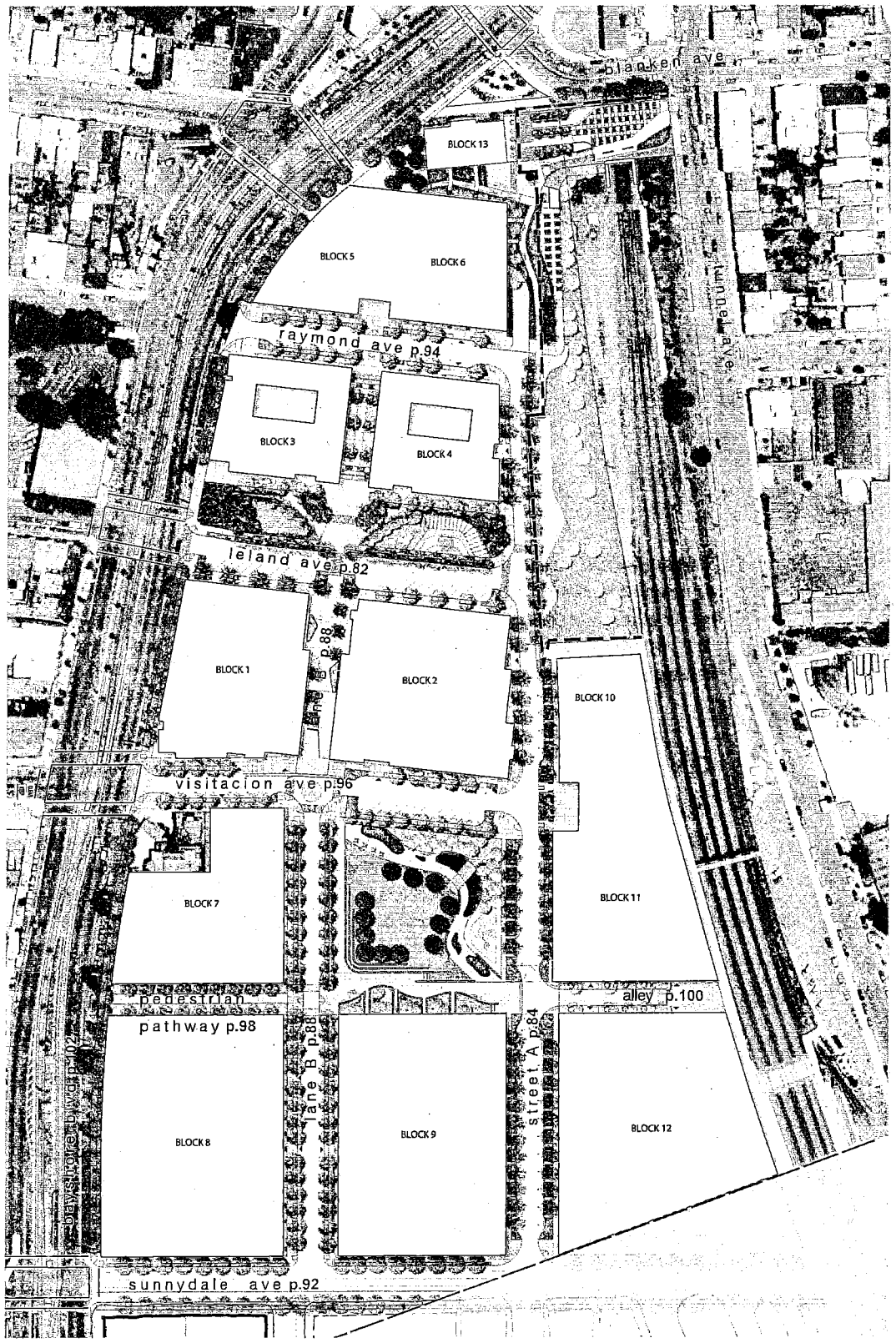
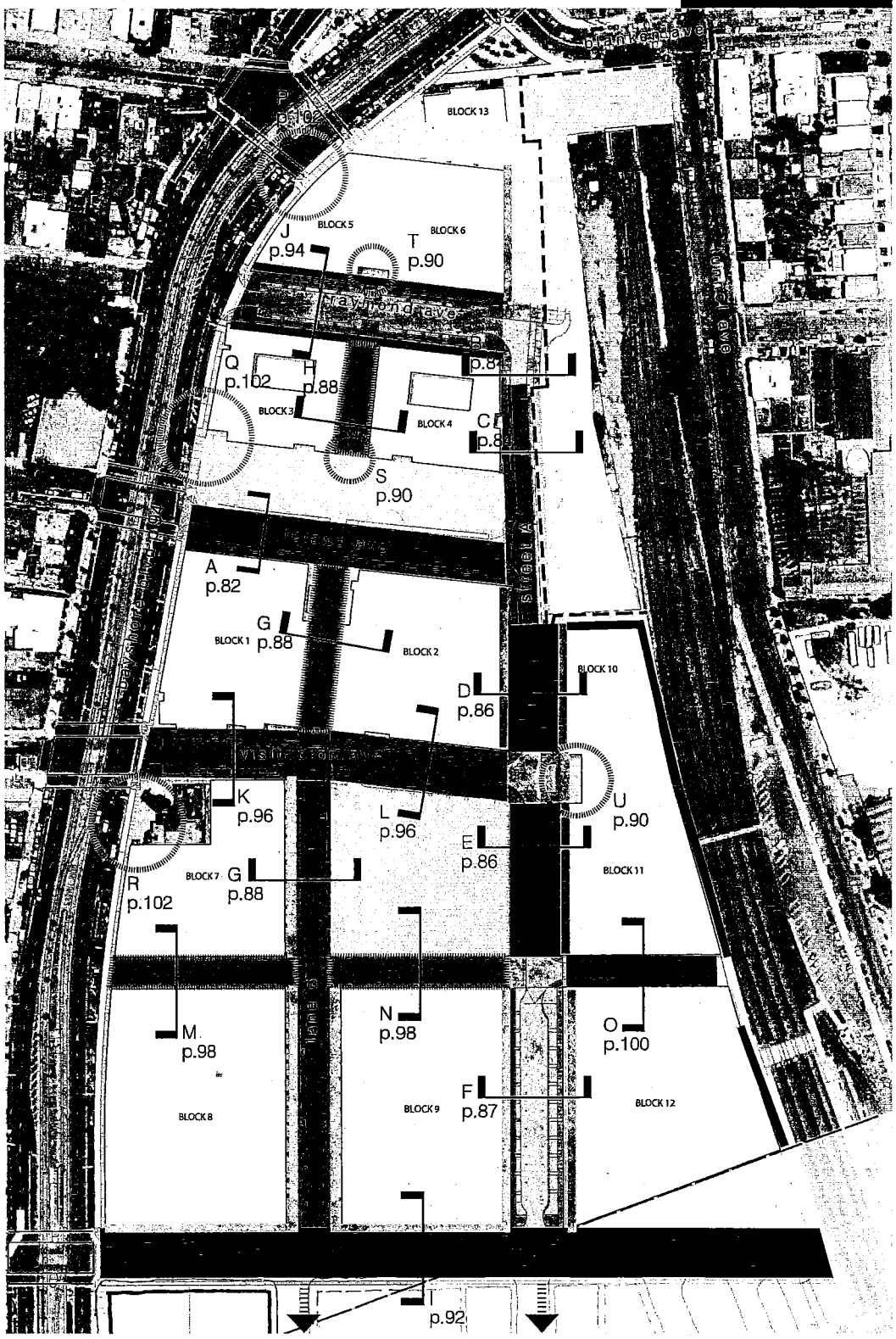


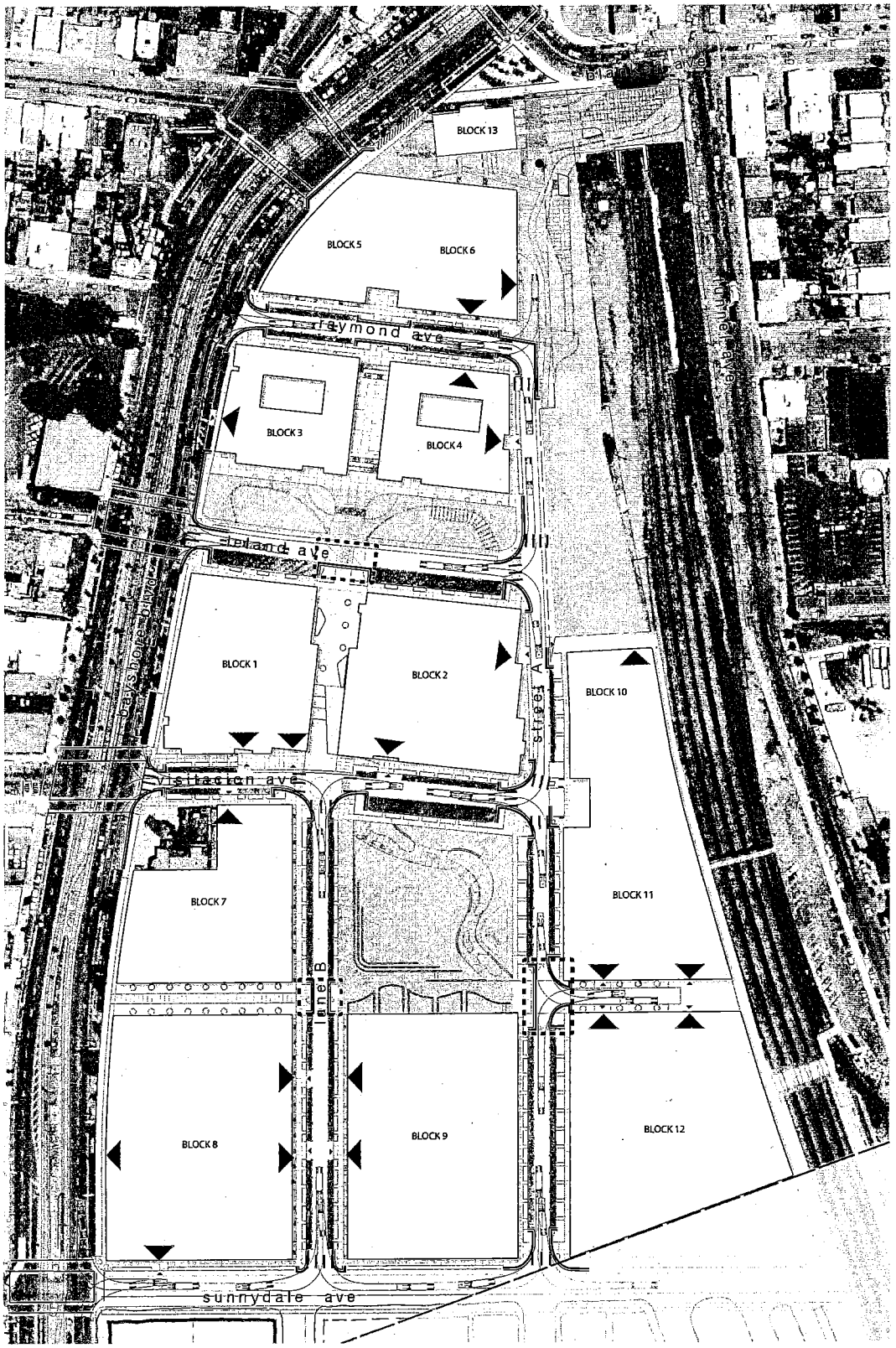
figure 43: **streetscape hierarchy**



LEGEND

- 53.5' R.O.W.
- 74' R.O.W.
- 66' R.O.W.
- 60' R.O.W.
- 55' R.O.W.
- 54' R.O.W.
- 58' R.O.W.
- 35' R.O.W.
- 56' R.O.W.
- 64' R.O.W.
- alley
- pedestrian pathway (on-structure) publicly accessible
- pedestrian pathway (on structure) publicly accessible during daylight hours
- 64.5-65.5' R.O.W. varies
- 6.5' setback
- 0-5' setback
- 0'-8' setback
- 10' setback
- future street extension
- blow-up plan

figure 44: overall circulation requirement



LEGEND

- bulbouts
- raised crossings
- painted crossings
- emergency vehicle turning radius
- street parking
- driveway cut
- 60' long firetruck access zone
- bus stop

4

overall circulation requirements

In addition to the priority placed on creating a pedestrian-friendly environment, the needs of residents and commercial visitor vehicles, cyclists, loading, and emergency vehicles were all considered in the development of the streetscape designs. Residential driveway access points are kept to a minimum, and located off of alleys or lower traffic points where possible. Given that the east-west streets are not through streets, and that the north-south route is better served by Bayshore Boulevard, it was determined during the Design for Development that designated bike lanes were not necessary on-site. Instead, traffic calming measures are incorporated to create a safe totally shared environment for cyclists sharing the streets. As part of the process of developing this plan, bike lanes were incorporated into the Sunnydale Avenue streetscape as a neighborhood connecting link to the Caltrain station; Sunnydale Avenue now reflects this (see Figure 59, page 91). Commercial loading is expected to be primarily served in off-street loading docks. However, on-street parking stalls may be also time-controlled to allow for off-hours or quick-delivery loading access, as well as residential loading.

Emergency Vehicle and Accessibility Requirements

Site curb radii used in the plan, and shown in Figure 44, are primarily set at a radius of 10-feet per the recommendation of the San Francisco Municipal Transportation Agency (SFMTA). Exceptions to this design standard include locations at bulb-outs, or where parallel parking is not provided.

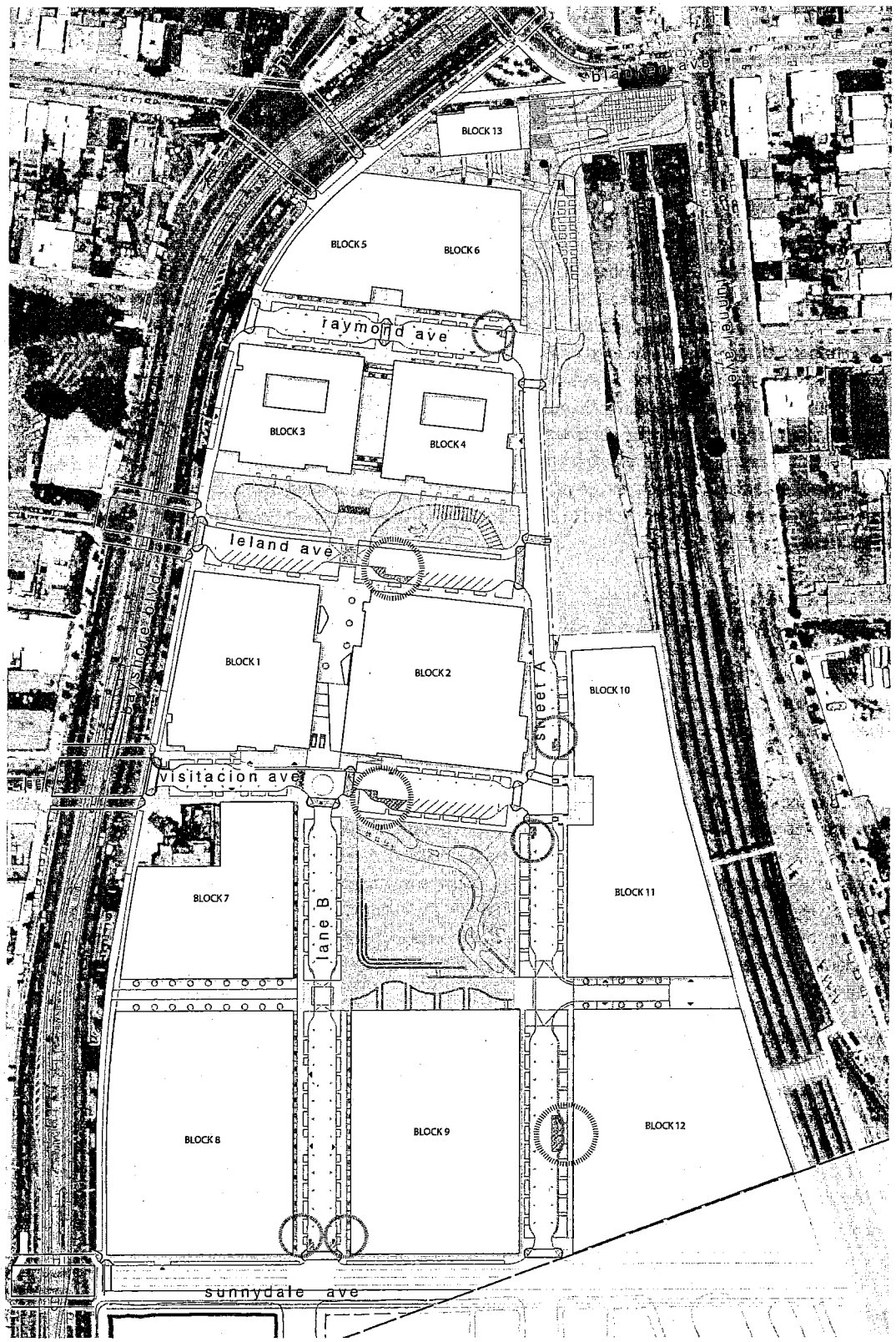
Several other issues are still under City review for coordination. The San Francisco Fire Department has expressed some concerns about raised crosswalks, bulb-outs, maneuverability, and potential impacts on emergency response. The frequency and location of fire hydrants may be part of a compromise solution. Some design elements may change as City departments reach agreement on solutions that meet all the goals of the planning effort. The City is also reviewing and coordinating policy on parking access strips (2' walkway zone adjacent to parking when there is ground level planting along sidewalks); permeable pavers and accessibility concerns; raised crosswalks and overland flow requirements; and use of pavers in tree pits. These elements proposed in the plan should be confirmed against current City policy during construction documentation.

MTA and the Mayor's Office on Disability were consulted on accessibility route requirements. There is a short portion of sidewalk on Bayshore Boulevard between Raymond and Arleta Avenues that exceeds 8%, but this is acceptable because it is following the street's grade and entrances here would be accessible. The stair cases between Parcels 3&4 would not be accompanied with adjacent accessible ramps. The rest of the Plan is designed so all public spaces are accessible by Americans with Disabilities Act standards. Design team shall continue coordination with San Francisco Department of Public Works during detailed design phase to ensure all sidewalks, accessible parking and loadings comply with American with Disabilities Act and City Accessiblity Policy. It is also important to note that Caltrain requires at-grade vehicular access to the tracks.

Parking

On-street parking is provided throughout most of the Plan Area, as shown in Figure 44. Exceptions include portions of Street A north of Leland Avenue and the north side of Leland Avenue (see Figure 48). Certain segments of Bayshore Boulevard will also not have on-street parking due to constricted right-of-way widths. In addition, parking is not included on Sunnydale Avenue since the future light-rail extension lane of the T-line will follow the southern edge of Sunnydale to connect to the Bayshore Caltrain Station. Parking requirements for the residential and retail needs will be met by garages inside all buildings (except under the OOB).

figure 44a: access[illegible]le parking & passenge[illegible] loading



LEGEND

accessible passenger loading

accessible parking

4

Accessible Parking and Passenger Loading Requirements

On street accessible parking will be provided throughout the site as suggested in Diagram 44a. The total quantity of on-street accessible parking will be 4% of the total quantity of on-street site parking. Accessible passenger loading is also provided at locations of the highest pedestrian activities such as Leland Park, Visitacion Park, and Block 12, which has the highest density.



figure 45 | bulb-out

Traffic Calming

As a transit-oriented development with multiple non-through streets with low traffic volumes, the Plan Area presents great opportunities to be a model site for a pedestrian-oriented environment, and for implementation of the guidelines in the City's Better Streets Plan. The following strategies have been incorporated into this Plan where appropriate.

Bulb-Outs and Curb Radii

Adding bulb-outs (also known as curb extensions) and minimizing curb radii at intersections to reduce the width of vehicular roadway where pedestrian must cross (see Figure 45). Such traffic calming solutions also visually narrow the vehicular zone for drivers, who tend to reduce speeds in response. Bulb-outs will be strategically added along Bayshore Boulevard at intersections where there are currently a wider drive lane, or a striped shoulder (see Figures 62, 63, and 64). Curb radii have been generally kept to 10 feet, per SFMTA recommendations for low-traffic streets.

Raised Crossings

Raised pedestrian crosswalks are another traffic-calming strategy incorporated in the plan. Raising the crosswalk serves the purpose of highlighting pedestrians in the vehicular traffic zone, as well as acting as speed bumps to slow vehicles (see Figure 46). A raised crosswalk is included on the middle of Leland Avenue and at the east-west pedestrian street crossings.

Lane Width

Keeping traffic lane widths to a minimum helps to slow traffic speeds by visually and physically narrowing the roadway. Generally, traffic lane widths are per SFMTA recommendations for low-traffic streets, at 10 feet. Leland Avenue has 12-feet-wide lanes to accommodate the needs of back-in, angled parking.

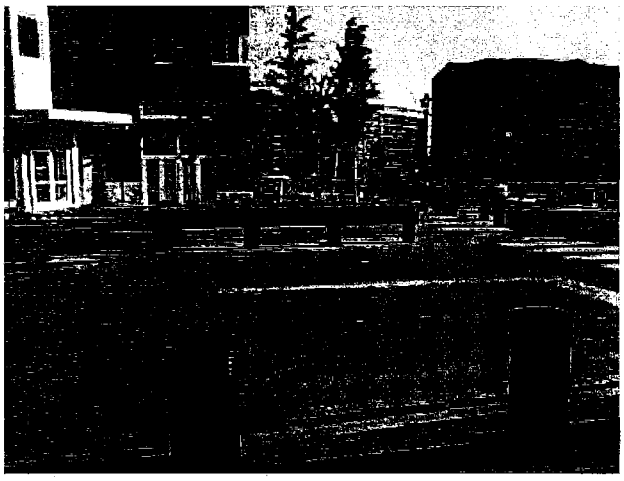
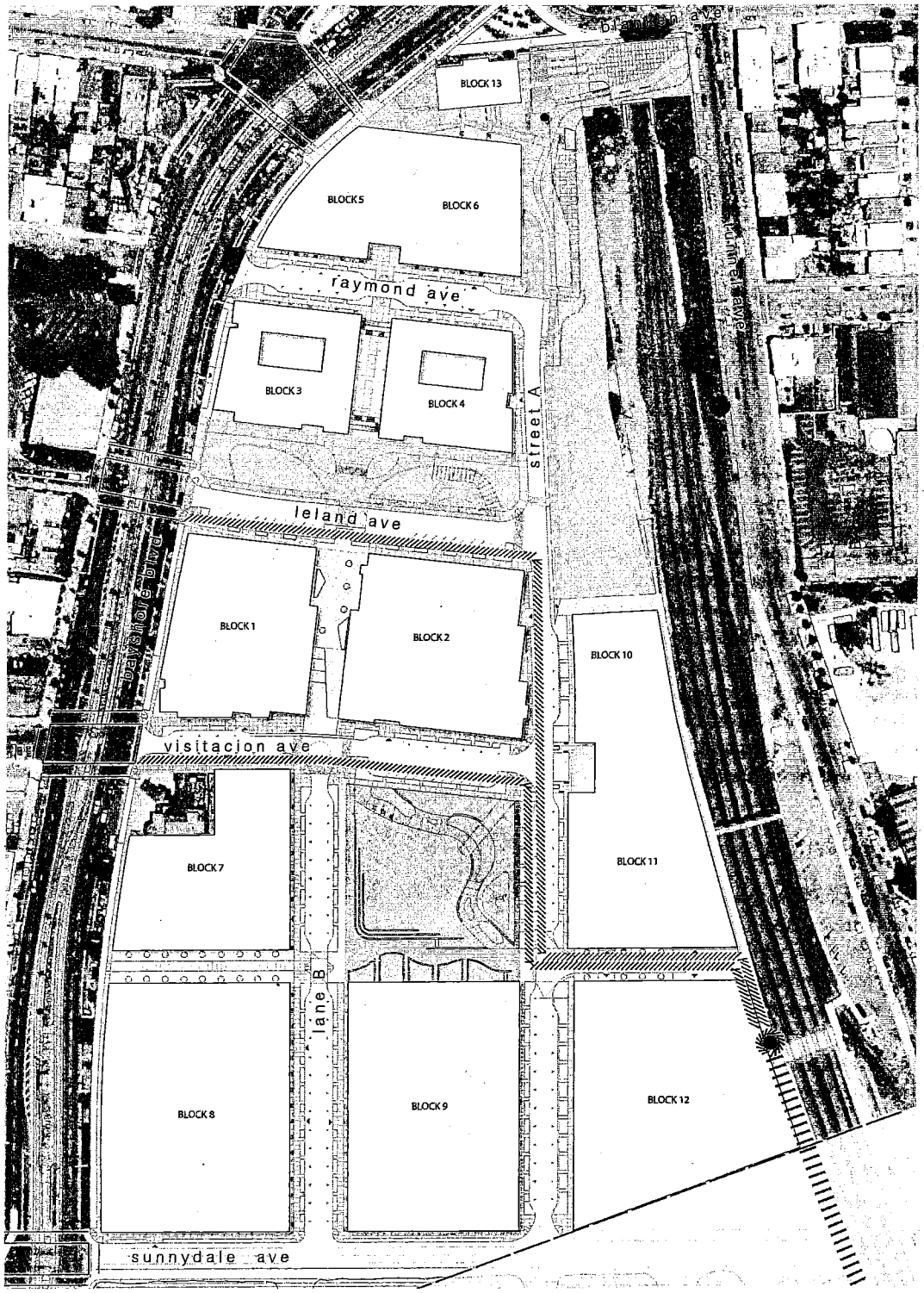


figure 46 |raised intersection

figure 47: caltrain station access

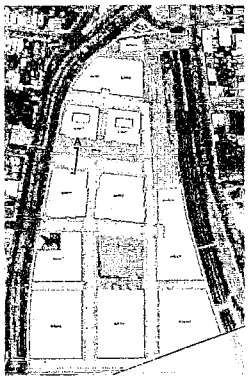


4

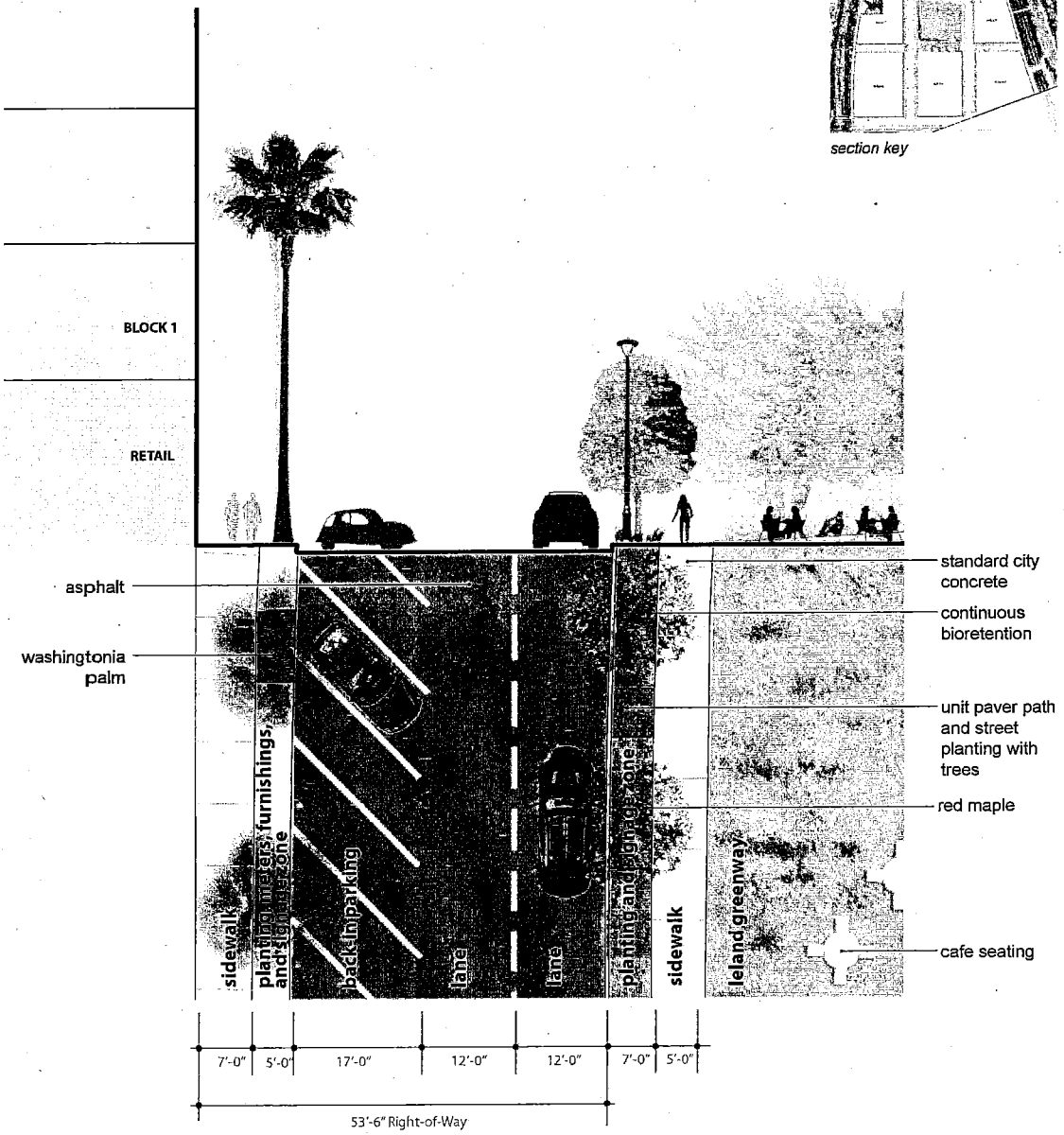
caltrain station access

Pedestrian access to the Caltrain Station will be maintained at all times. At buildout, street and sidewalk improvements which encourage pedestrian use will be provided throughout the site. During construction, temporary pedestrian access to the station will be provided on Leland Avenue, Visitacion Avenue and Street A. Street A will then connect through the alley between Block 11 and 12 to a fenced, temporary 6 foot wide by approximately 60 foot long asphalt pathway within a temporary Block 12 easement, adjacent to the JPB right of way, pending coordination and approval by the JPB. This asphalt path will lead to an existing gate on the western platform of the Bayshore Station. If, during the construction of Blocks 11 and 12, it is not feasible to provide access through the alley, the pathway will be relocated to Sunnydale Avenue. This will require a temporary agreement with the City of Brisbane during the construction period. Temporary and permanent lighting will be provided to maintain safety as necessary along the pathway at all times.

figure 48: **section A: leland ave at retail**



section key



Leland Avenue (Figures 48)

Leland Avenue extension is the main pedestrian entry point to the new development and a direct connector to the heart of the existing Visitacion Valley neighborhood. As such, the plan incorporates design elements of the newly renovated Leland Avenue into this street, and proposes it as a wide, pedestrian-friendly way where café seating in the adjacent Leland Greenway is possible. Leland Avenue is proposed to be a segment of the citywide Green Connections network.

Paving

- Unit pavers shall be installed at the base of each tree.
- Sidewalks shall be concrete colored with lampblack per city standard, and are recommended to be sandblasted.

Planting

- Street trees shall be planted on both sides of the street.
- Street trees shall be placed at regular intervals of not more than 25 feet, except at driveways.
- Street tree placement shall have priority over utilities and lighting.
- Street trees adjacent to the retail anchors should have high canopy to allow for visibility at the ground level. Palms are recommended.
- The installation size shall be a minimum of 24-inch box.
- Leland Avenue standard street trees, Japanese Cherry, shall be used when appropriate. Monterey Cypress, Italian Stone Pine, or other evergreen windbreak tree shall be used when soil volume and visibility allows.

Furnishings

- Leland Ave standard bike racks, trash receptacles, and benches shall be used.

Lighting

- Leland Avenue standard shall be installed.

Recommended Public Art Features

- Art elements will be located in Leland Greenway rather than in Leland Avenue—Refer to Leland Greenway section (page 51) for details.

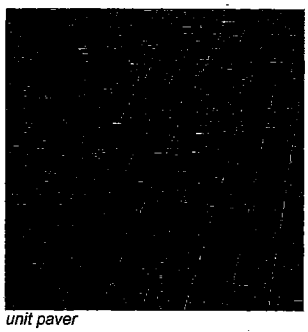
materials and planting palette



palm trees



Monterey Cypress



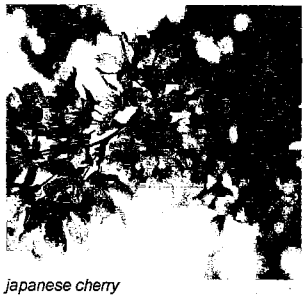
unit paver



Leland Avenue standard

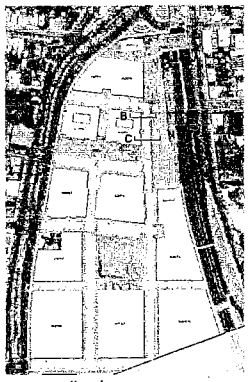


leland ave standard bike rack



japanese cherry

figure 49: **section B: street A**



section key

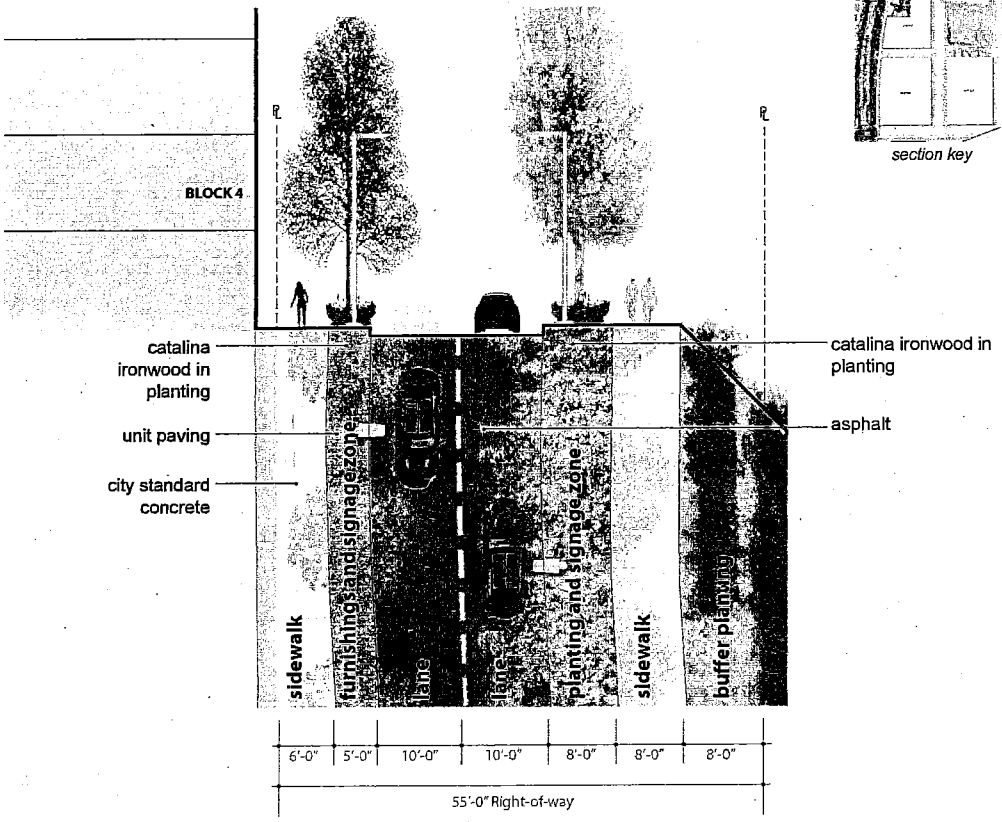
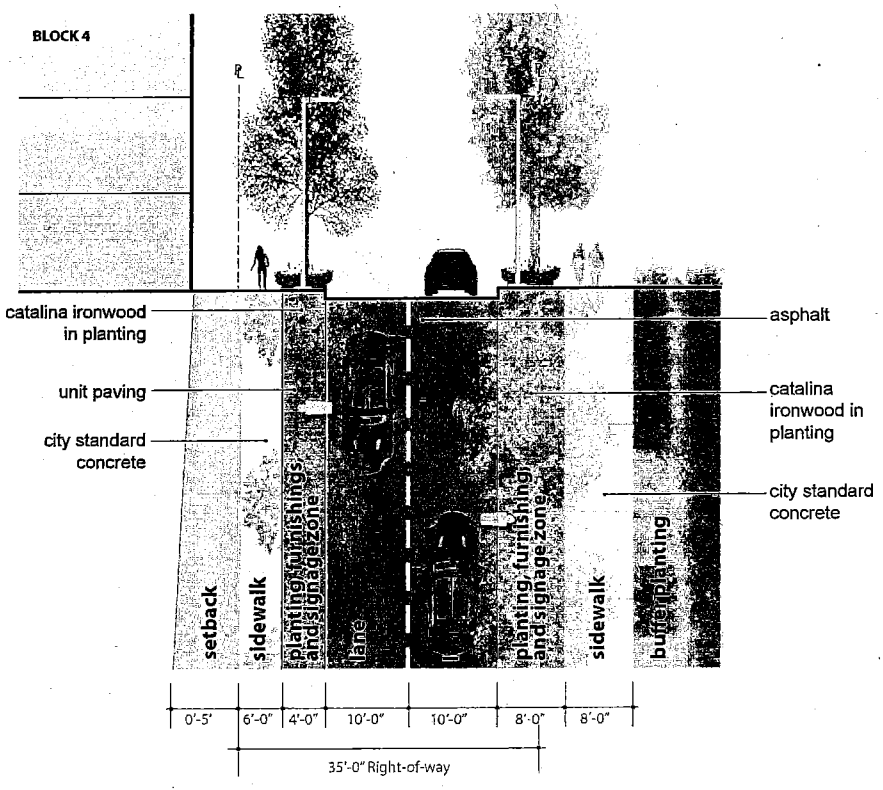


figure 50: **section C: street A**



Street A (Figures 49,50,51,52 and 53)

Street A, running north-south along nearly the entire length of the Plan Area, is envisioned as a "green spine", connecting the three main parks with a line of seasonally changing trees. It will terminate at the north with a curb-less alley-to-garage entrance of Parcel 6. Street A north of Leland is shifted westward to avoid the UPRR parcel and no parallel parking is provided to minimize the right of way width.

Paving

- Unit pavers should be installed at the base of each tree.
- Sidewalks should be concrete colored with lampblack per city standard and are recommended to be sandblasted.

Planting

- Red maple with low, water tolerant plantings shall be used when rain gardens are employed, and Catalina Ironwood with drought tolerant plantings shall be used at other conditions.
- Understory planting for the linear rain gardens shall be a combination of grasses and rushes.
- Midsized street trees shall be planted on both sides of the street
- Street trees should be placed at a regular intervals of not more than 25 feet, except at driveways.
- Street tree placement should have priority over utilities and lighting.
- The installation size shall be a minimum of 24-inch box, where feasible.

Furnishings

- Standard bike racks, trash receptacles, and benches shall be used.

Lighting

- City of San Francisco standard lighting shall be installed.

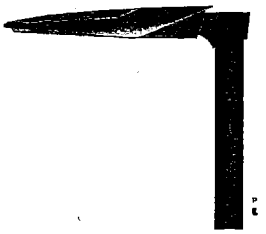
materials and planting palette



catalina ironwood



red maple



standard pole light



rain garden



unit paver

figure 51: **section D: street A**

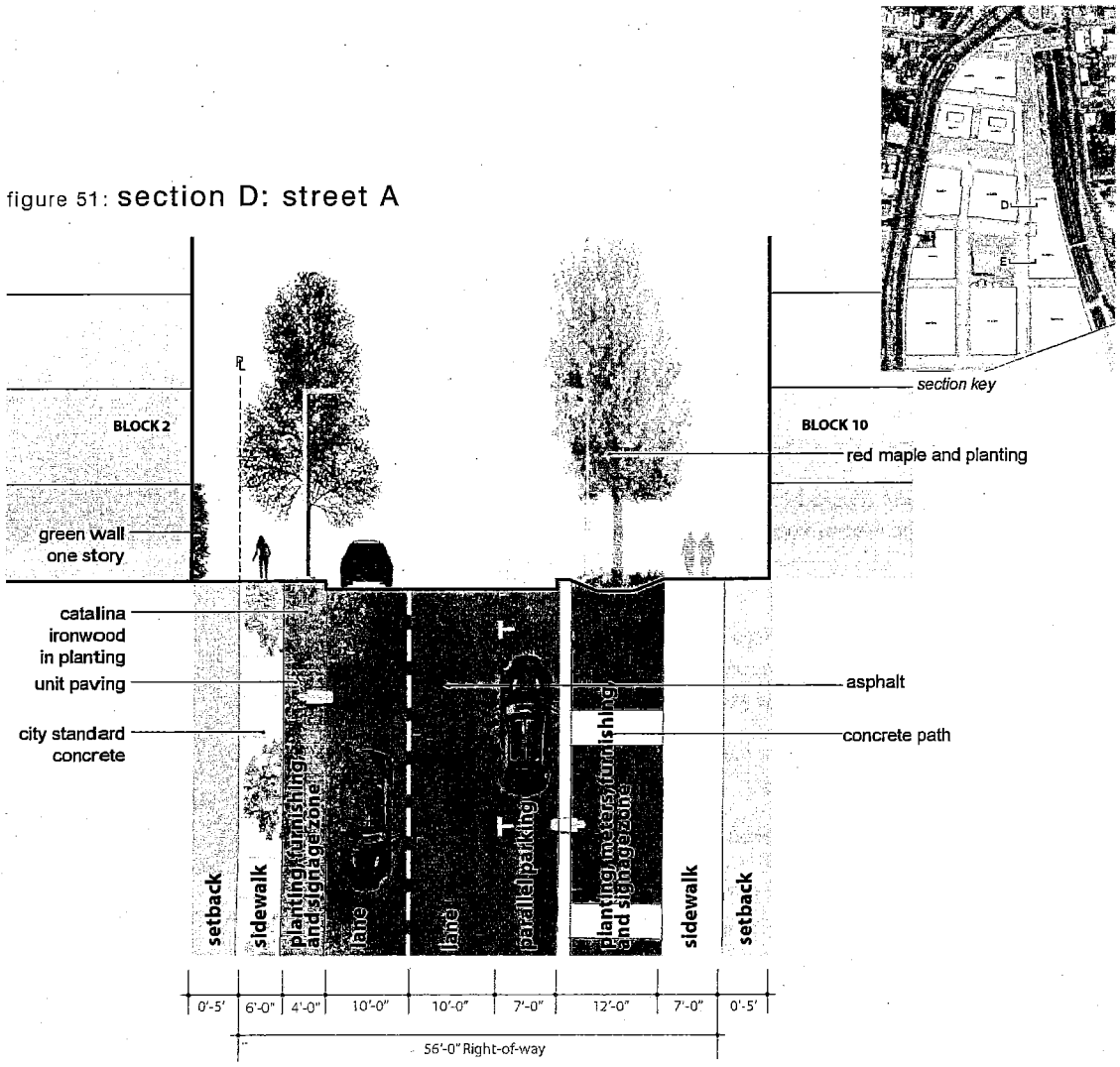
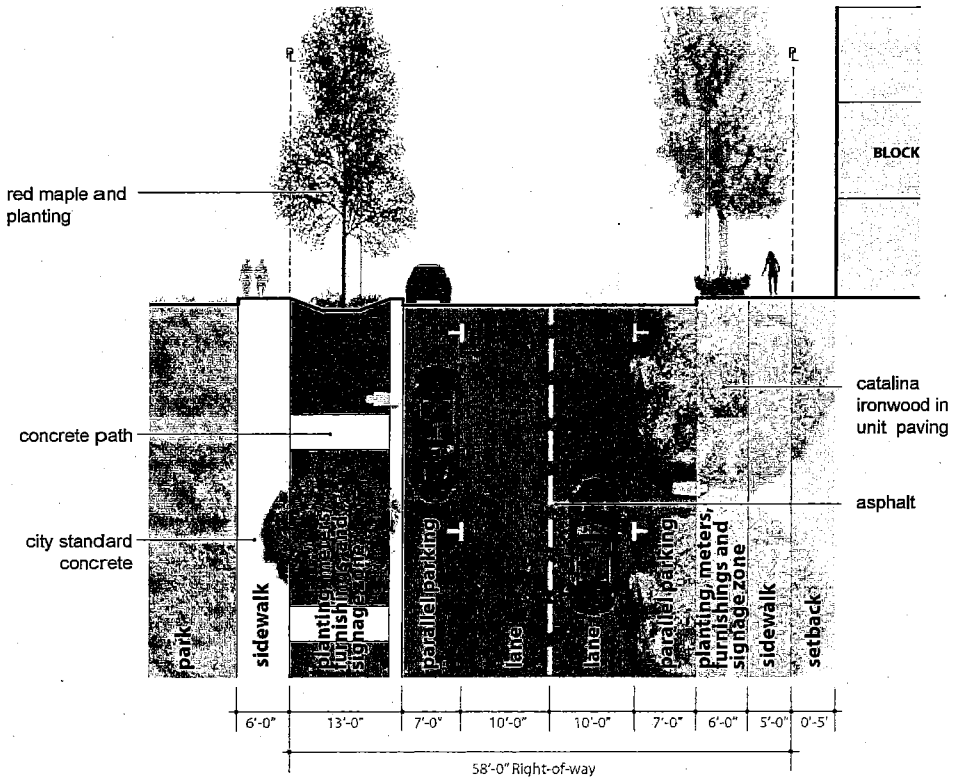
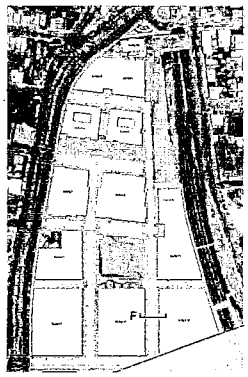


figure 52: **section E: street A at Park**





section key

figure 53: **section F: street A**

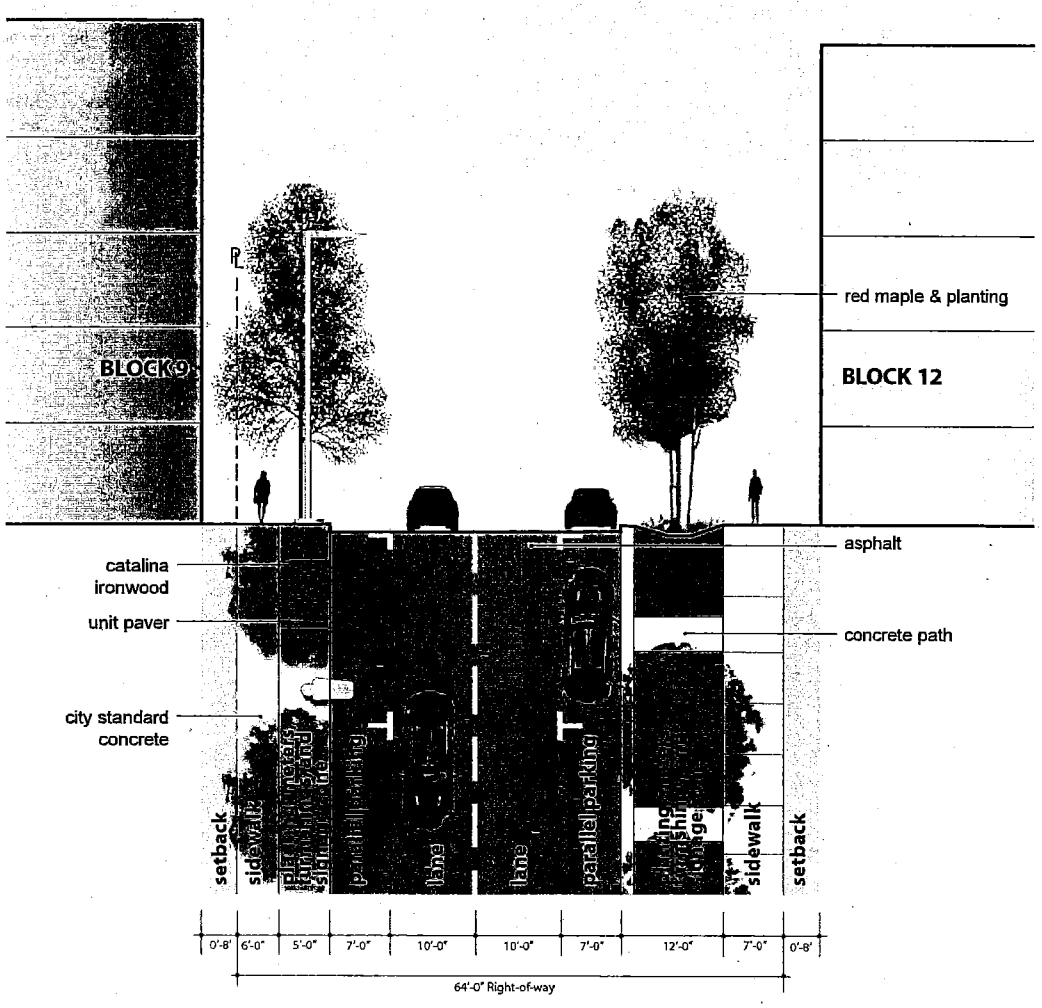


figure 54: section G: lane B at park or building

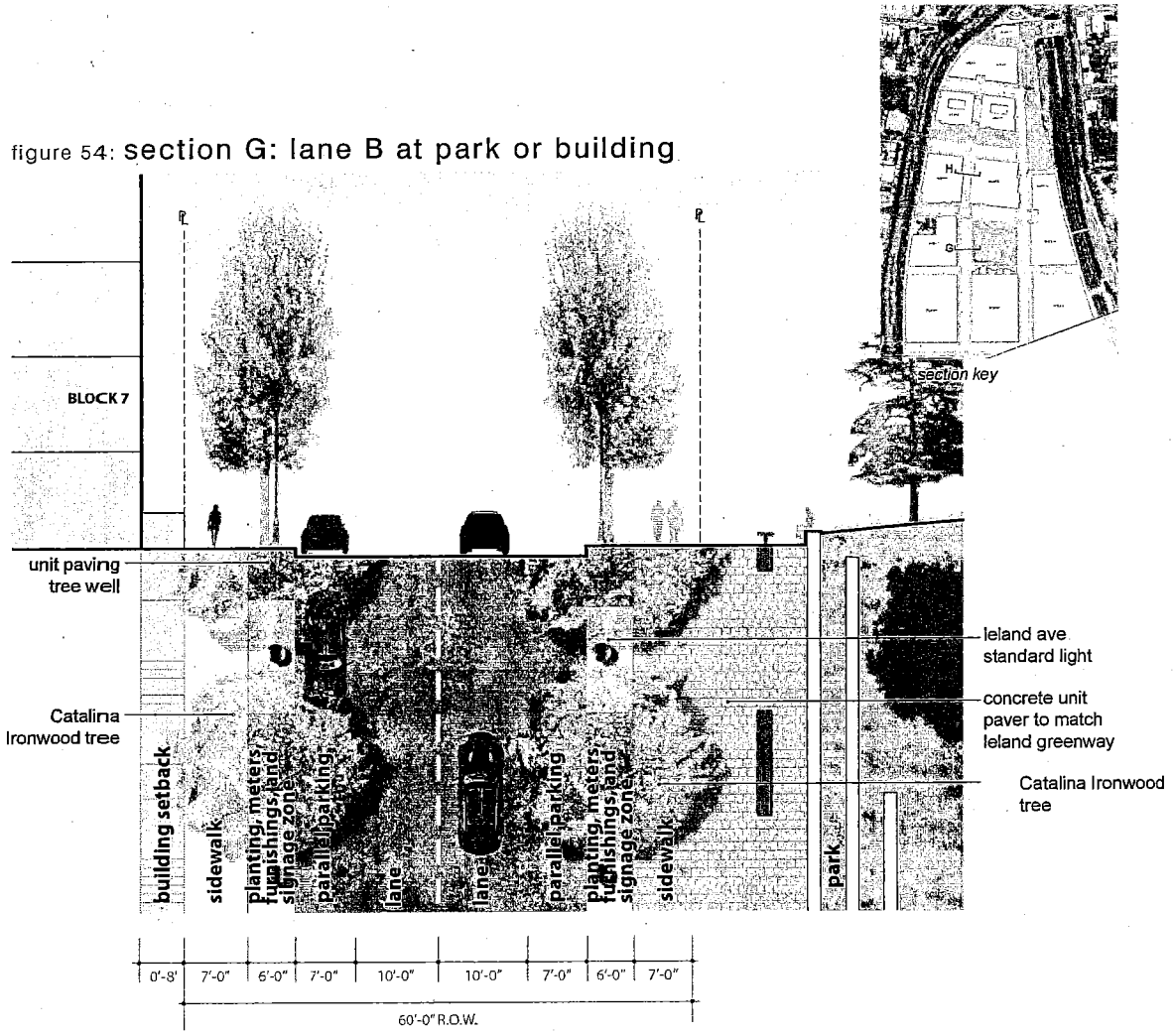
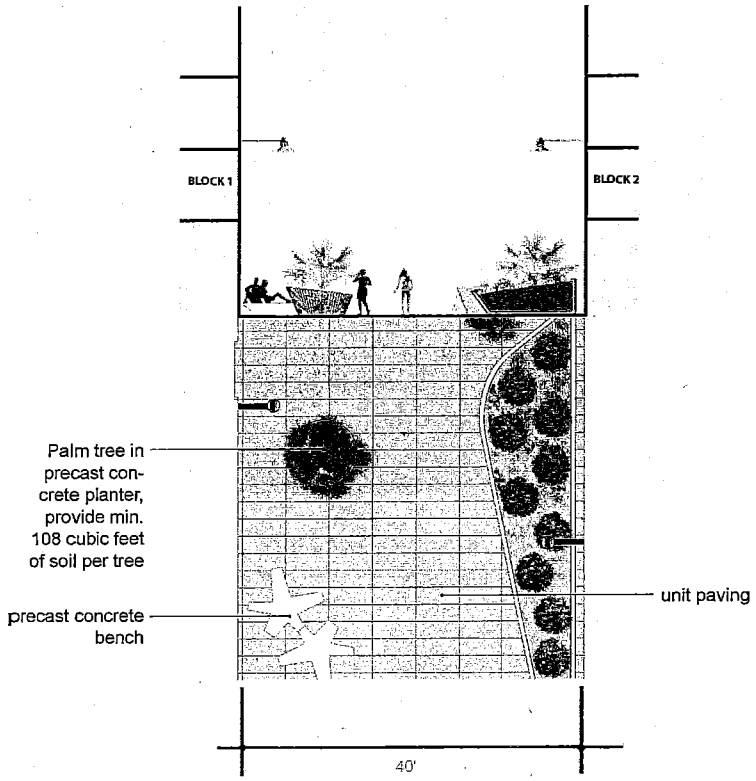


figure 55: section H: lane B mews



Lane B (Figures 54, 55 and 56)

Lane B is a vehicular street between Sunnydale and Visitacion Avenues (see Figure 54) and is an extension of the pedestrian link between Visitacion Park and Leland Greenway (see Figure 55) and continues on to Raymond Avenue. The portion of Lane B between Block 1 & 2 will be publicly accessible and partially on structure. The sloped walk, service area and plaza will be unified with high quality materials and site furnishings to define a pedestrian prioritized space. Building entries to Blocks 1 & 2 will be facing both Leland Ave and the Lane B pedestrian way to ensure activation from multiple points. The pedestrian way will be connected via accessible ramp from Visitacion to a painted pedestrian crossing at Leland Ave to Leland Greenway.

Lane B continues north of Leland Greenway on structure (see Figure 56). Due to the large grade difference between Leland Greenway and Raymond Avenue, a stair is needed at this segment of Lane B. This stair should be at the minimum 8' wide with a generous landing and treads at least 16" wide . The bottom portion of the stair can be designed with a seating terrace to create a more welcoming entry. Planting should be used to provide screening on the stair wall. Lane B continues north and ends with a landscaped building setback at Blocks 5 & 6, which will serve as a building lobby and/or stair entry which conects with the podium level.

Paving

- Unit pavers with colors to match the one used on Leland Greenway shall be used at the section between Block 1 & 2
- Color concrete with colors to match the one used on Leland Greenway shall be used at the section between Block 3 & 4
- Sidewalks should be concrete colored with lampblack per city standard and are recommended to be sandblasted at south of Visitacion Avenue.
- Unit pavers should be installed at the base of each tree on grade.

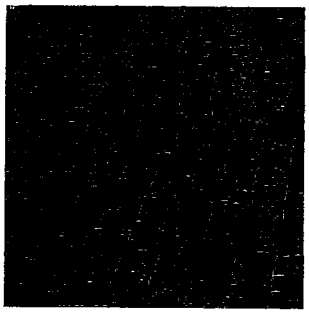
Planting

- Catalina Ironwood are encouraged as street trees on grade.
- Palms and Olive are encouraged for trees on structure.
- Midsized street trees shall be planted on both sides of the street.
- Street trees shall be placed at a regular intervals of not more than 25 feet, except at driveways.
- Street tree placement shall have priority over utilities and lighting.
- The installation size shall be a minimum of 24-inch box.

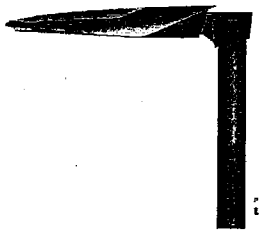
Furnishings

- Precast concrete standard or custom raised planters shall be used for trees on structure
- Standard trash receptacles and benches shall be used.

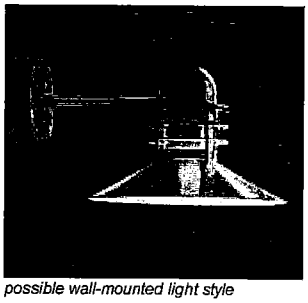
materials and planting palette



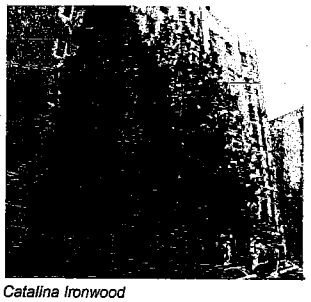
unit paver



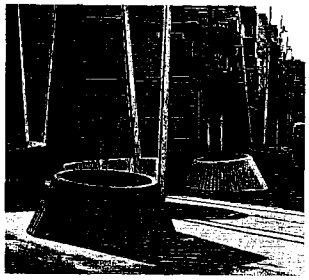
standard pole light



possible wall-mounted light style

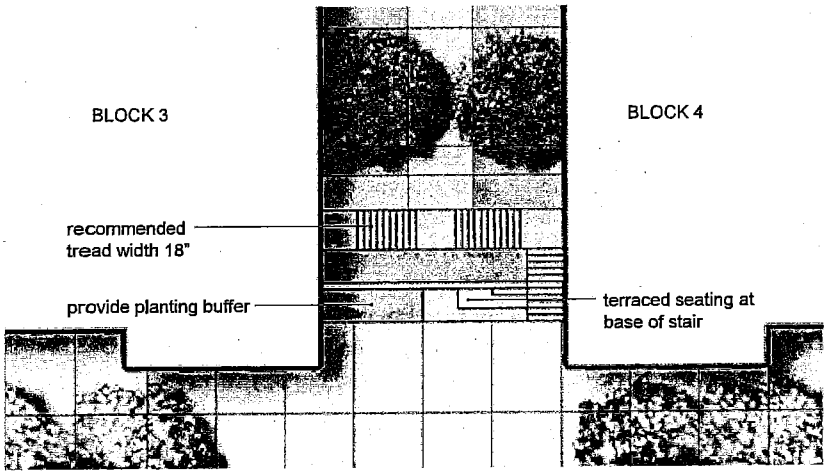


Catalina Ironwood



precast concrete planter

figure 56: plan S: lane B mews stairs at Block 3 & 4



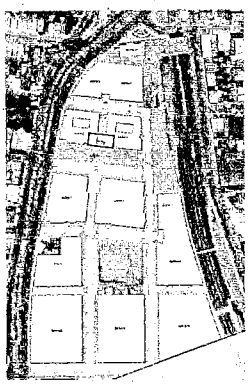
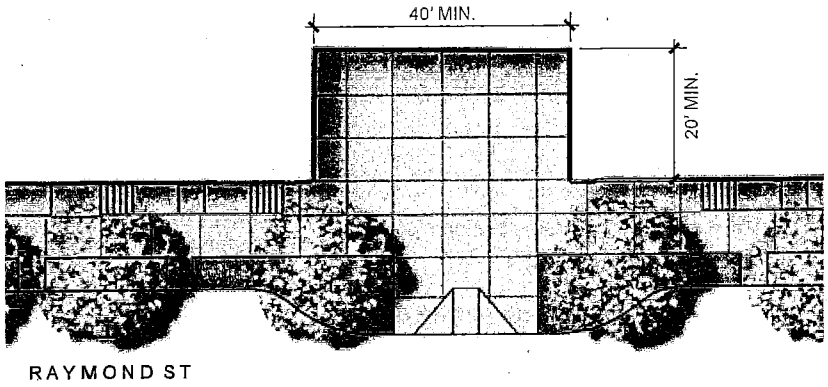

plan key

figure 57: plan T: raymond st terminus at Block 5 & 6



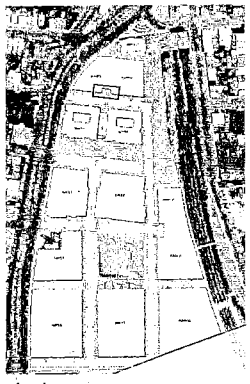
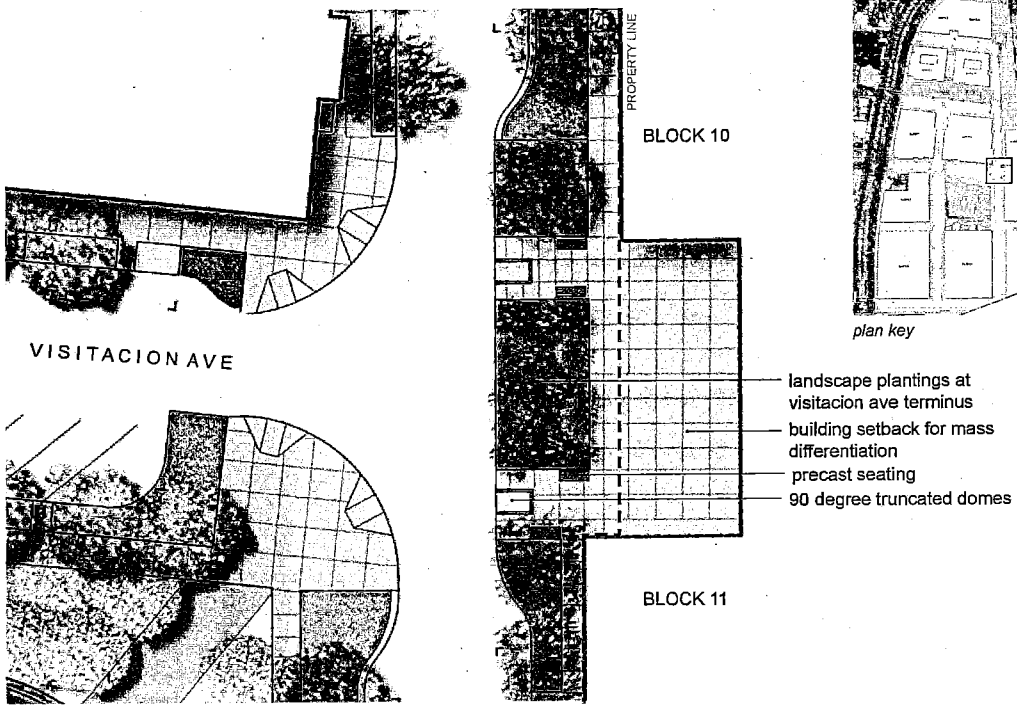

plan key

figure 58: plan U: visitacion ave terminus at Block 10 & 11



plan key

Lighting

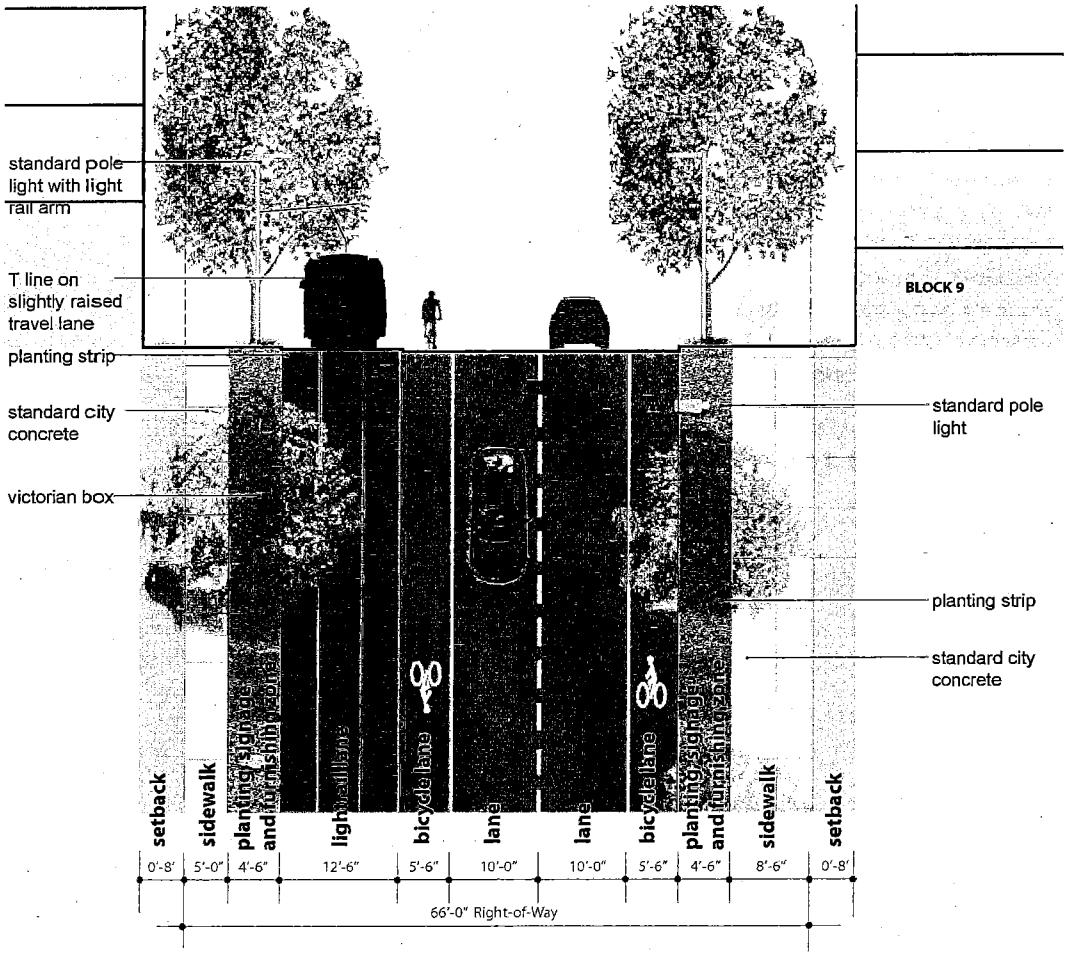
- City of San Francisco standard lighting (Visitacion Avenue to Sunnydale Avenue) shall be installed.
- Building mounted light fixtures shall be used in the pedestrian path between Block 1 & 2 and Block 3 & 4.

Street Termination at Visitacion Avenue and Raymond Street (Figure 57 & 58)

Lane B views terminate with a break in building massing at Blocks 5 & 6 on Raymond St and at also at Blocks 10 & 11 on Visitacion Ave. The buildings may vary in height on either side of the setback creating a distinctive architectural character which will terminate the street, and will also be set back from the sidewalk to create a focal point with distinctive landscape design at these two locations. At Blocks 10 and 11, block 10 will be set back further than Block 11 to acommodate adjacent bioretention cells and robust plantings which will be combined with the central landscaped setback area.The building massing of Block 5 & 6 will be designed to allow for visual connection to the Old Office Building Plaza

Unique paving, seating and lighting which works with the architecture and reinforces the special character of the landsaped setbacks should be included.

figure 59: **section I: sunnydale avenue**



Sunnydale Avenue (Figure 59)

The Sunnydale Avenue extension bounds the southern edge of the Plan Area. The T-line, running in a dedicated, slightly raised travel lane on the south side of the street, is planned to extend from Bayshore Boulevard onto Sunnydale Avenue, connecting to the Bayshore Caltrain Station. Planned Class 2 bike lanes on either sides of the street facilitate a safe bicycle route to the station. As part of Sunnydale Avenue extends into the City of Brisbane, future coordination will be needed between the two municipalities on design, construction, and maintenance. Other considerations that may impact the design of Sunnydale Avenue are that plans for the Caltrain station as well as the T-line extension may change. Therefore, the street section design of Sunnydale Avenue may need to be revisited at a later date to respond to changing needs. If a dedicated T-Line lane is not required, the recommended street section dimension would be (from south side to the north side): 5' sidewalk | 4'6" planting and furnishing zone | 7' parking strip | 5'6" bike lane | 10' drive lane | 10' drive lane | 5'6" bike lane | 7' parking strip | 4'6" planting and furnishing zone | and 7' sidewalk.

Paving

- Sidewalks should be concrete colored with lampblack per city standard and are recommended to be sandblasted.

Planting

- Victorian Box trees are encouraged.
- Midsized street trees shall be planted on both sides of the street.
- Street trees should be placed at regular intervals of not more than 25 feet, except at driveways.
- Street tree placement should have priority over utilities and lighting.
- The installation size shall be a minimum of 24-inch box.

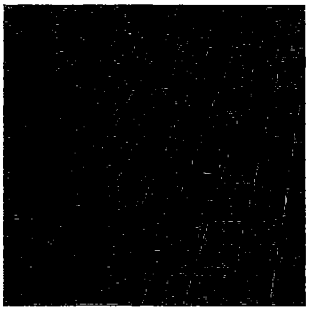
Furnishings

- Standard bike racks and trash receptacles shall be used.

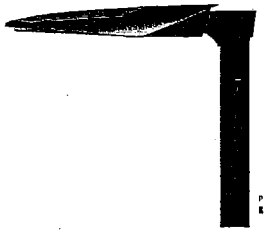
Lighting

- City of San Francisco standard lighting (with light rail arm on the south side of the street) should be used.

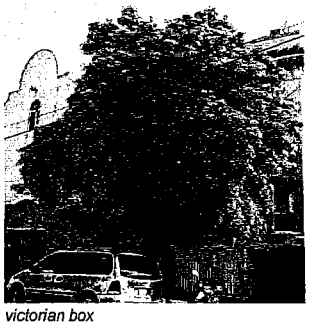
materials and planting palette



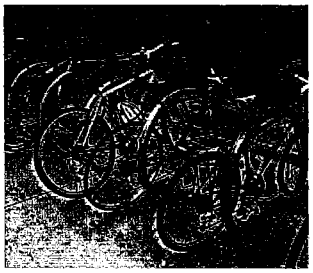
unit pavers



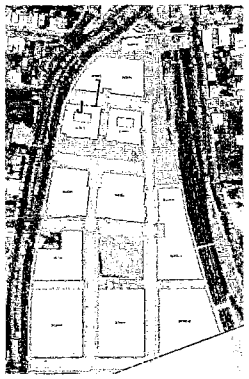
standard pole light



victorian box

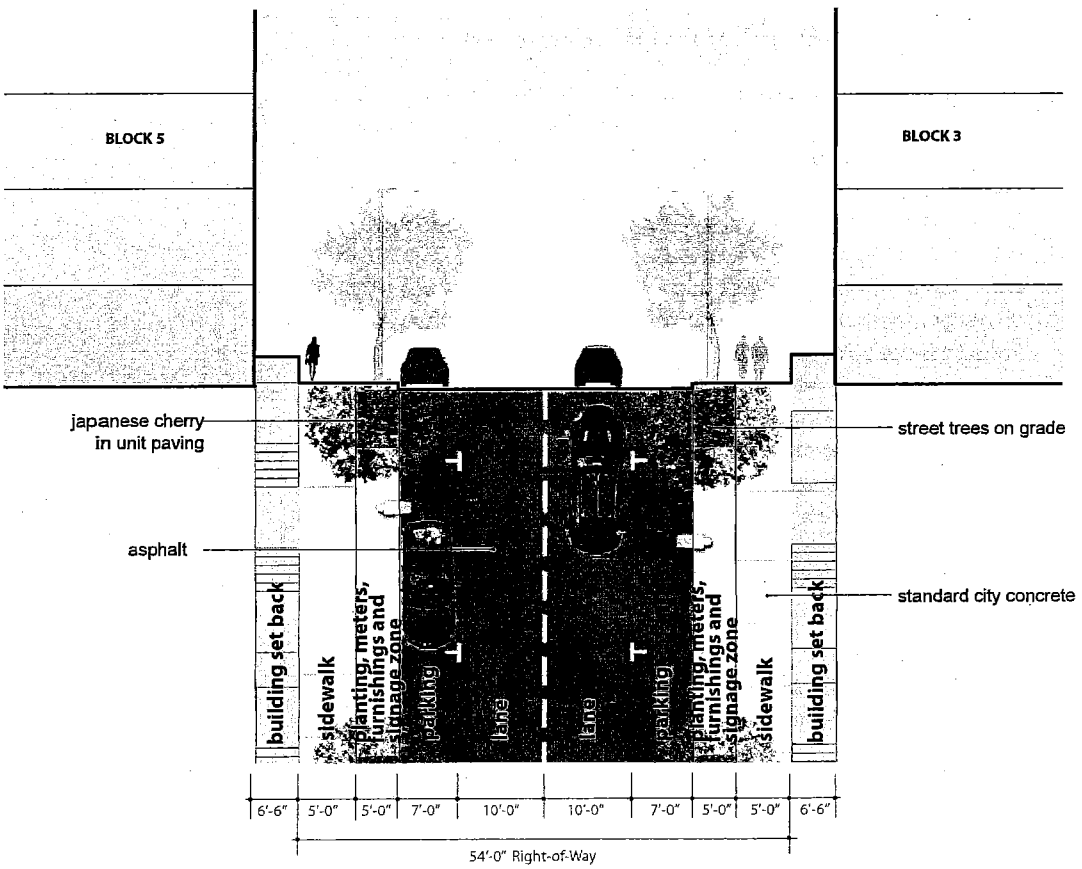


recommended bike rack style



section key

figure 60: **section J: raymond avenue**



Raymond Avenue (Figure 60)

Raymond Avenue will be a two-way residential street connecting Bayshore Boulevard to Street A. There will be parallel parking and a 6.5-foot building setback on both sides with raised residential entrances.

Paving

- Unit pavers should be installed at the base of each tree.
- Sidewalks should be concrete colored with lampblack per city standard and are recommended to be sandblasted.

Planting

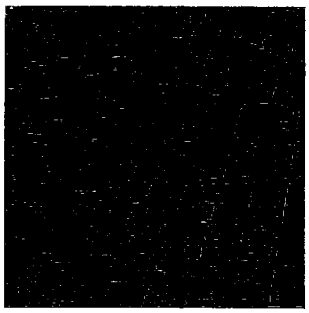
- Japanese cherry trees are encouraged.
- Midsized street trees shall be planted on both sides of the street.
- Street trees shall be placed at regular intervals of not more than 25 feet, except at driveways.
- Street tree placement shall have priority over utilities and lighting.
- The installation size shall be a minimum of 24-inch box.

Furnishings

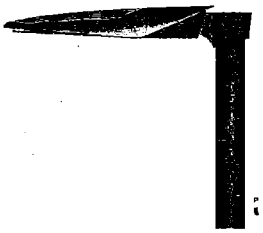
- Standard bike racks and trash receptacles shall be used.

Lighting

- City of San Francisco standard lighting shall be used.



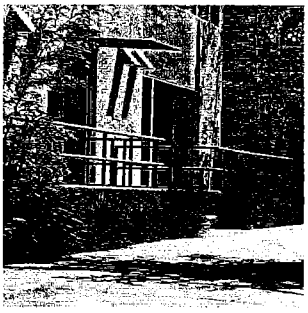
unit pavers



standard pole light

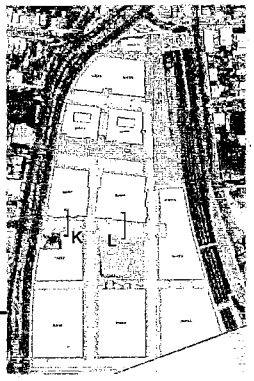


japanese cherry



stoop planting

figure 61: **section K: visitacion avenue**



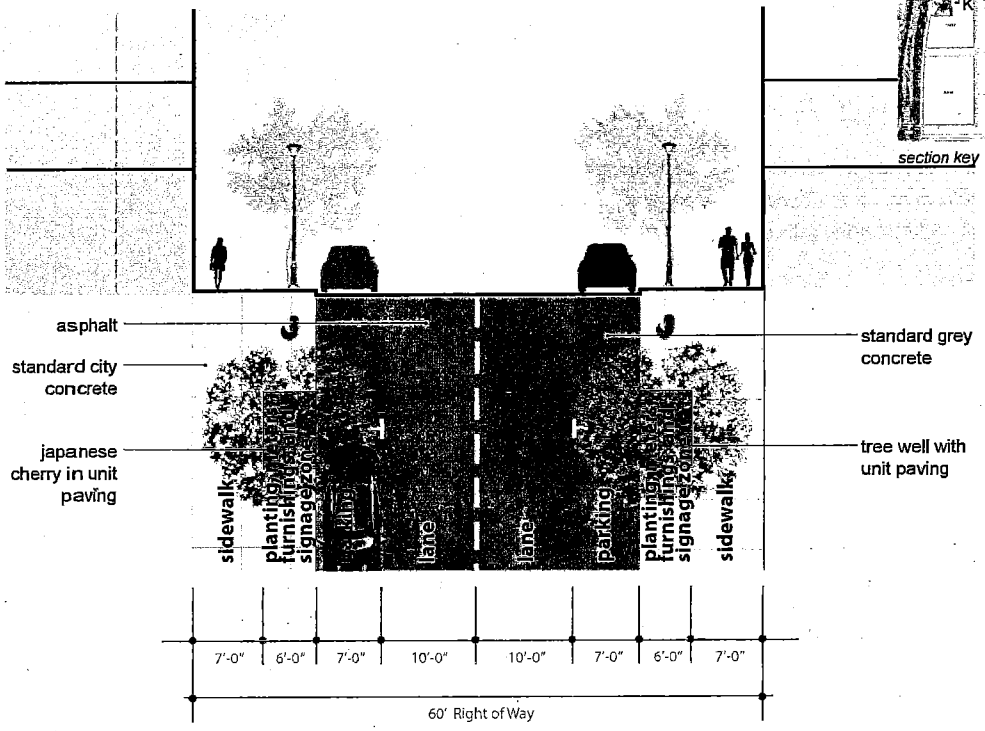
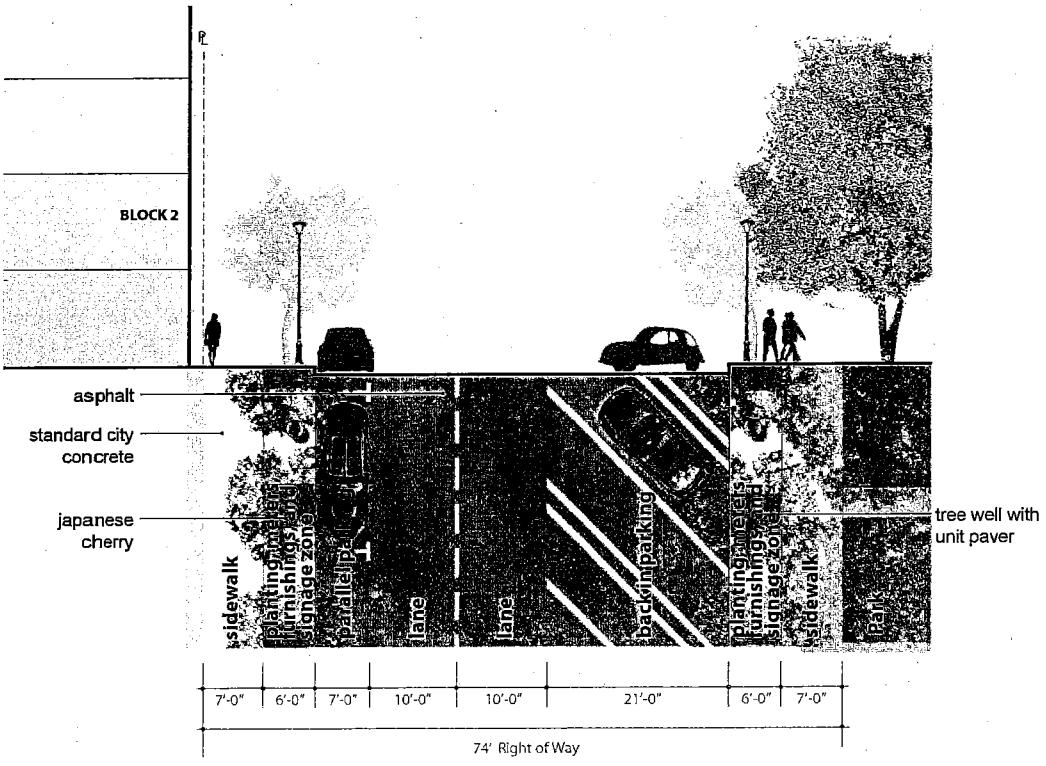


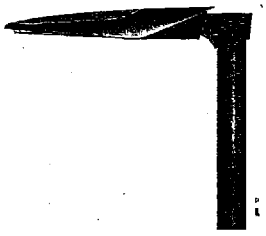
figure 62: **section L: visitacion avenue at park**



materials and planting palette



unit pavers



standard pole light



Japanese cherry



recommended bike rack style

Visitacion Avenue (Figures 61 and 62)

Visitacion Avenue will be a two-way street extending across Bayshore Boulevard to Street A and along with Sunnydale Avenue, is the primary vehicular access into the Plan Area. The portion of Visitacion Avenue between Bayshore Boulevard and Street A will be fronted by residential/retail and Visitacion Park. There will be commercial loading areas and on-street parking.

Paving

- Unit pavers should be installed at the base of each tree.
- Sidewalks should be concrete colored with lampblack per city standard and are recommended to be sandblasted.
- The driveway at the alley shall be concrete colored with lampblack and sandblasted, or concrete unit pavers.
- Standard grey porous concrete shall be used in the parking areas.

Planting

- Tree species shall be japanese cherry between Bayshore Boulevard and Street A.
- Midsized street trees shall be installed on both sides of the street.
- Street trees shall be placed at regular intervals of not more than 25 feet, except at driveways.
- Street tree placement shall have priority over utilities and lighting.
- The installation size shall be a minimum of 24-inch box.

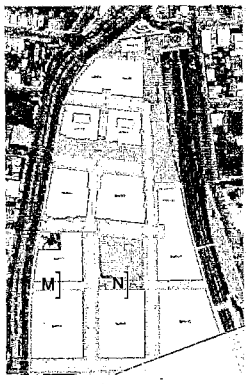
Furnishings

- Standard bike racks and trash receptacles shall be used.

Lighting

- City of San Francisco standard lighting shall be used at the portion between Bayshore Boulevard and Street A.

figure 63: section M: pedestrian pathway at buildings



section key

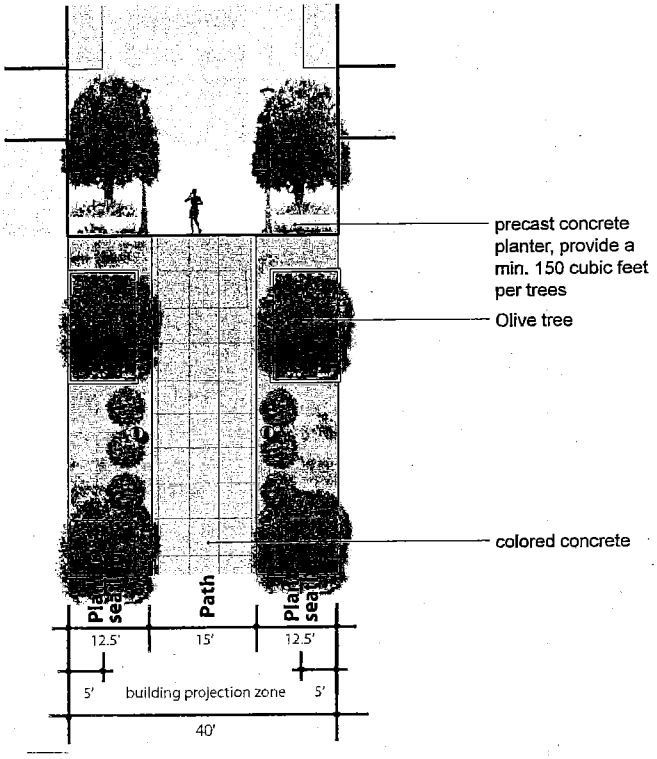
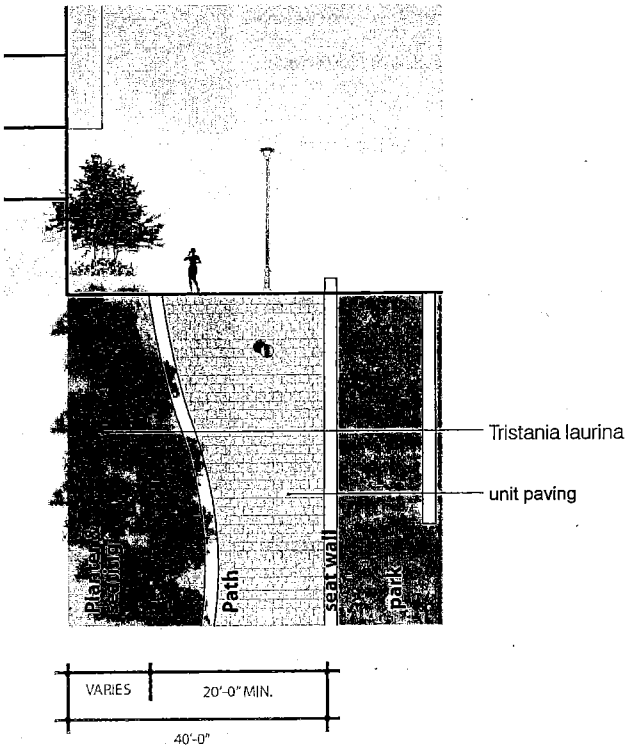


figure 64: section N: pedestrian pathway at park



pedestrian pathways (Figures 63 and 64)

To create a walkable, pedestrian-oriented community benefiting future residents and adjacent neighborhoods, a series of pedestrian-access-only pathways at residential buildings is added to provide safe, attractive linkages to neighborhood destinations. These three pathways will be privately owned, publicly accessible open spaces, and be built on structure within the blocks. There are a total of two pedestrian pathways, located within Parcels 7 and 8 and in Parcel 9 adjacent to Visitacion Park. The design of these pathways will need to be further developed in coordination with individual building designs.

Paving

- Colored concrete shall be used.
- Unit pavers can be used as accent materials.

Planting

- Olive trees are encouraged as street trees on structure.
- Street trees shall be placed at regular intervals of not more than 25 feet, except at driveways.
- A minimum of 150 cubic feet of soil shall be provided per tree.
- The installation size shall be a minimum of 24-inch box.

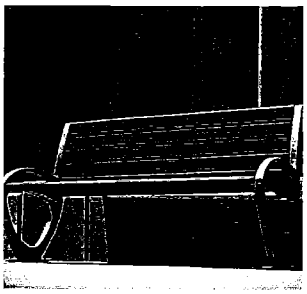
Furnishings

- Standard trash receptacles and benches shall be used.
- Precast concrete standard or custom raised planters shall be used for trees.

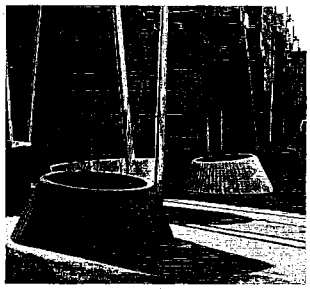
Lighting

- Building-mounted light fixtures shall be used in the pedestrian path.

materials and planting palette



recommended bench style



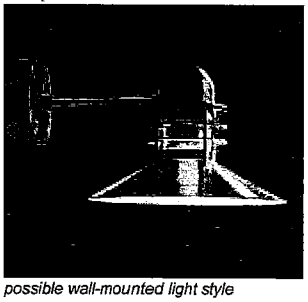
escofet planter



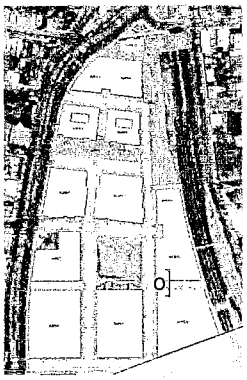
colored concrete



olea europea

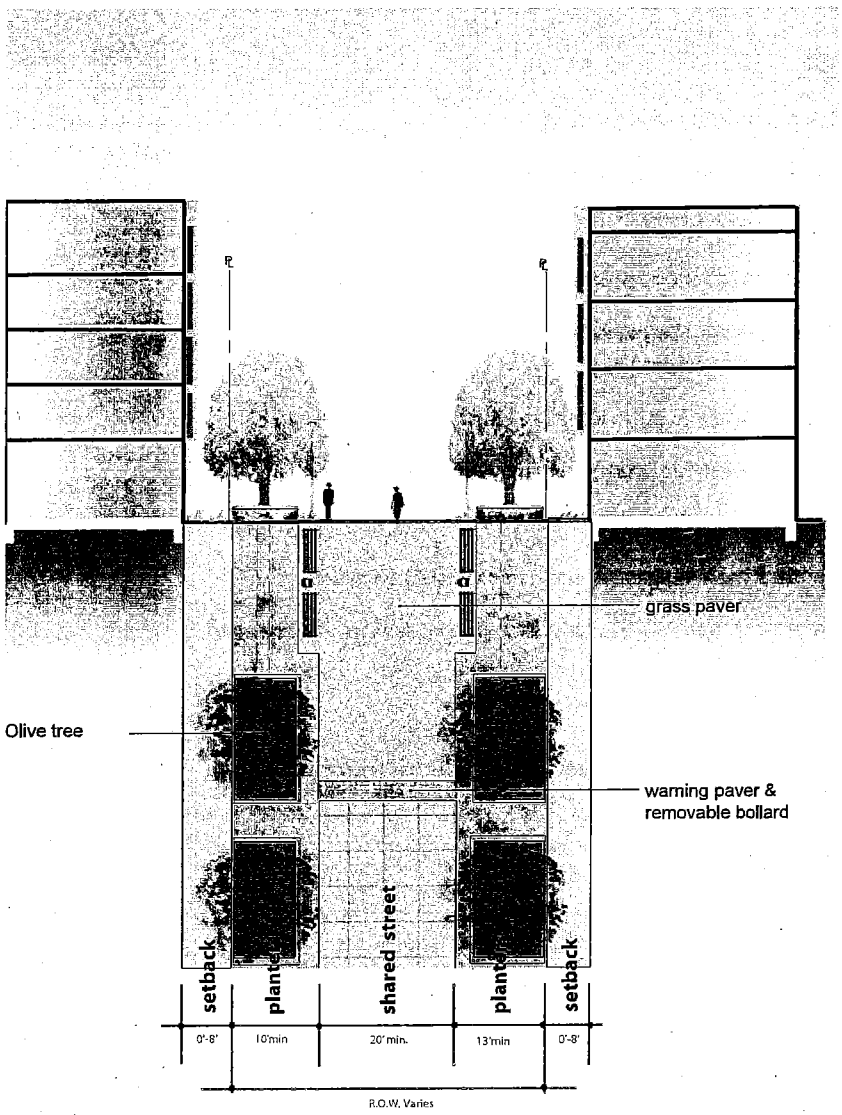


possible wall-mounted light style



section key

figure 65: **section O: alley**



alley (Figure 65)

The alleys are shared pedestrian and vehicular streets between parcels 11 and 12, designed to slow vehicular traffic and prioritize pedestrian flow. Because they are "dead-ends", vehicular usage will primarily be for garage access only. The cars that do use the alleys will be encouraged to drive slowly by the narrow paved zone, the "curb-less" edge, and the tree planters that will line the edges. The planters also allow for enough soil depth to plant trees, as the alleys will be partially built on structure above underground parking.

The Design for Development's requires that the two alleys ending at the Caltrain right-of-way must terminate in either visual focal point, overlooks, or buildings. Other considerations for these alleys are: the probable need for emergency vehicle access at a turn-around or hammerhead; the considerable grade change down to the tracks (about 10' from Street A level); the need for at least one vehicular access point to the tracks for JPB; and the grading needs for ADA and garage access.

Given that the solutions which will meet all of these considerations must be carefully coordinated with the design of the adjacent buildings, the terminus of these alleys will need to be further designed during individual building design.

Paving

- Unit pavers, colored concrete, or asphalt should be used on drive-ways.
- Grass pavers are proposed as a potential solution at the terminus of the Visitacion Avenue alley and of the alley between Parcels 11 and 12, where the program requires both emergency vehicular access and open space.

Planting

- Olive trees are encouraged as street trees.
- Street trees shall be placed at regular intervals of not more than 25 feet, except at driveways.
- The installation size shall be a minimum of 24-inch box.

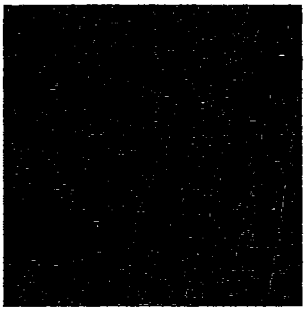
Furnishings

- Standard trash receptacles shall be used.
- Precast concrete standard or custom raised planters shall be used for trees.

Lighting

- Building-mounted light fixtures shall be used in the pedestrian path.

materials and planting palette



unit paver



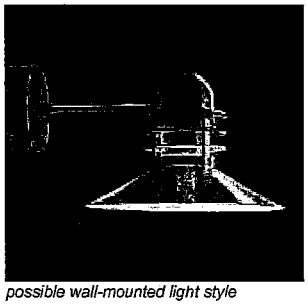
removable bollard



colored concrete



olive tree



possible wall-mounted light style

figure 66: plan P: ba[illegible]hore boulevard, arleta avenue, a[illegible] san bruno avenue inte[illegible]ection improvement plan

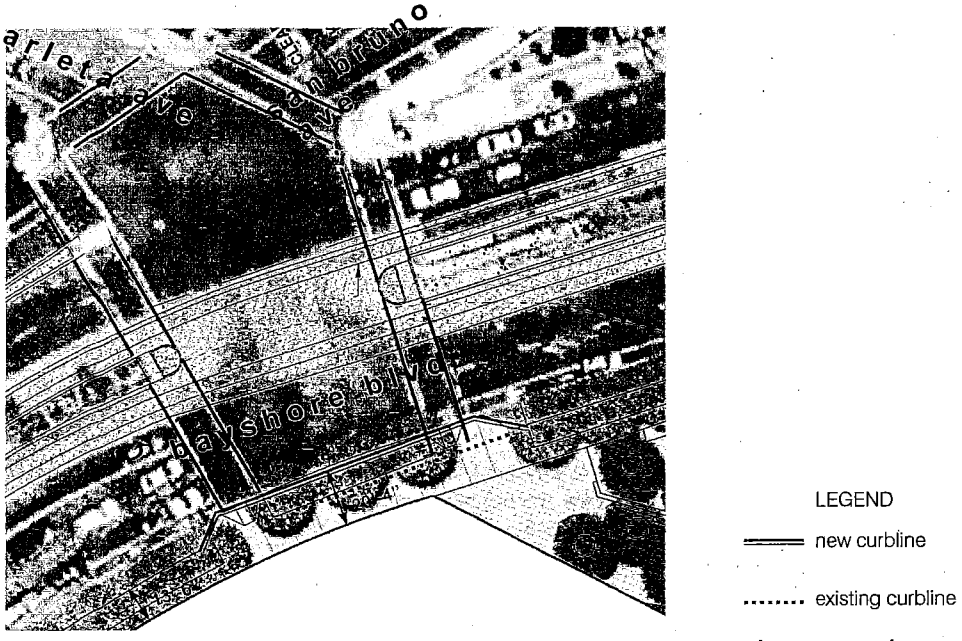


figure 67: plan Q: bayshore blvd and leland avenue intersection improvement plan

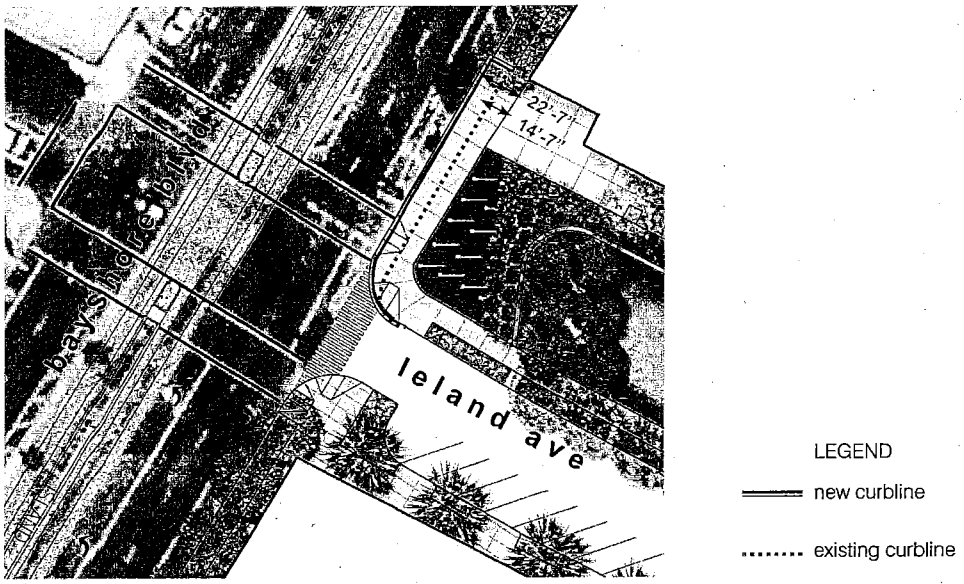
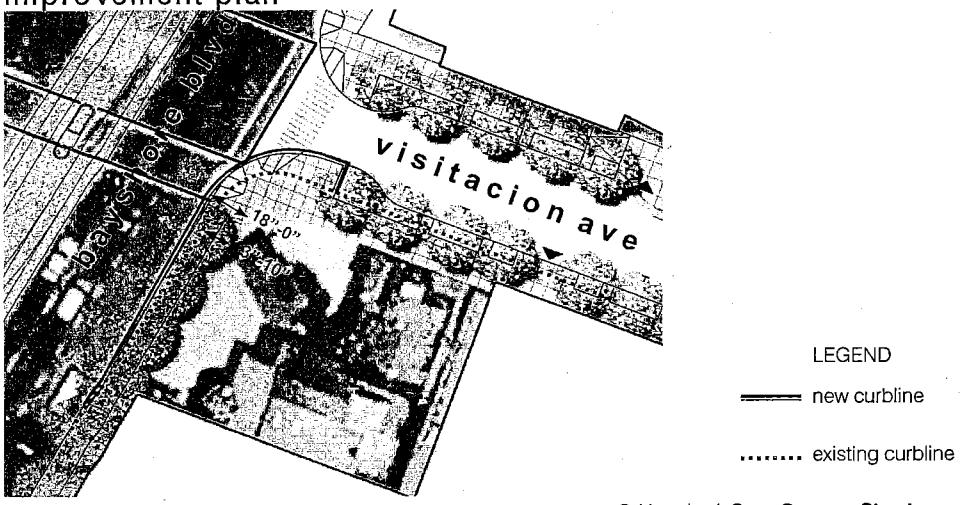


figure 68: plan R: bayshore blvd and visitacion avenue intersection improvement plan



4

bayshore boulevard (Figures 66, 67 and 68])

Bayshore Boulevard is a busy four lane arterial with the T-line running down a central median, and generally regarded as unfriendly to pedestrians. While it is beyond the scope of this effort to study and recommend treatments for the west side of Bayshore Boulevard, there is an opportunity to make streetscape improvements to the east side, as much of it will require rebuilding during construction of the new buildings. The new streetscape converts areas of currently excess vehicular roadway into bulb-outs, expanded pedestrian sidewalks and planting buffers. A continuous strip of ground-plane planting is added in areas where there is no adjacent parallel parking or bus stop. The existing street trees along Bayshore Boulevard are predominantly Brisbane Box with a few magnolia trees. These are generally planted in very small tree wells approximately 3-feet by 3-feet. Healthy existing trees shall be retained when appropriate and as possible. Where the sidewalk is expanded or where there is a new bulb-out, or where the tree will be negatively impacted by construction, replacement street trees shall be installed. A minimum of 5-foot by 5-foot tree wells and structural soil under the sidewalk shall be provided to support healthier tree growth.

Bayshore Boulevard, Arleta Avenue & San Bruno Avenue Intersection

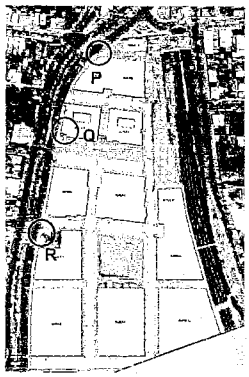
- The existing bulbout at the crosswalk to Arleta Avenue is to be expanded north along Bayshore Boulevard to the crosswalk to San Bruno Ave.
- This allows for a wider planting buffer at the bulbout.

Bayshore Boulevard & Leland Avenue intersection

- Capture the striped car-free zone at Bayshore Boulevard, north of Leland Avenue to create a bulb-out to shorten the pedestrian crossing.
- Expand pedestrian zone to create more generous sidewalk and wider planting buffer in front of Leland Greenway.

Bayshore Blvd & Visitacion Ave intersection

- The right turn lane from Bayshore Blvd into Visitacion Ave is currently 14 and a half feet wide. The redesign reduces this to 11-feet wide, and uses the extra 3 and a half feet to add planting along the sidewalk.



section key

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

NOTICE OF PUBLIC HEARINGS

BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

and

LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors will hold two public hearings to consider the following proposals and said public hearings will be held as follows, at which time all interested parties may attend and be heard:

SCHLAGE LOCK PROJECT / SCHLAGE LOCK SPECIAL USE DISTRICT
VISITACION VALLEY, VISITACION DEVELOPMENT, LLC

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

Date: **Thursday, June 26, 2014**

Time: **10:30 a.m.**

Location: **Committee Room 263, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

File No. 140444. Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

(Agenda information relating to this matter will be available for public review on Friday, June 20, 2014.)

LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE

Date: **Monday, June 30, 2014**

Time: **1:30 p.m.**

Location: **Committee Room 263, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

File No. 140445. Ordinance amending the Planning Code, Section 249.45, to provide for use controls, including controls for formula retail uses, building standards, and procedural requirements, including noticing and community participation procedures, for applications for development, including design review and modifications, among other controls, in Zone 1 of the Schalge Lock/Visitation Valley Special Use District (also referred to as the Schlage Lock site); amending the Zoning Map by amending Sectional Maps ZN10 and HT10 to reflect the Visitacion Valley/Schlage Lock Special Use District; and making environmental findings and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1.

File No. 140675. Ordinance amending the General Plan to amend Maps 1, 2, 4, and 5 of the Commerce and Industry Element, Map 6 of the Transportation Element, Maps 4 and 5 of the Urban Design Element, and the Land Use Index to implement the Visitation Valley/Schlage Lock Special Use District, which generally includes the properties bounded by Bayshore, Blanken and Tunnel Avenue to the San Francisco/San Mateo County line to the south, including the properties fronting Bayshore Boulevard from Arleta Avenue to the San Francisco/San Mateo County line to the south, and including the properties fronting Leland Avenue from Cora Street to Bayshore Boulevard; and making environmental findings, and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1.

(Agenda information relating to this matter will be available for public review on Friday, June 27, 2014.)

In accordance with San Francisco Administrative Code, Section 67.7-1, persons who are unable to attend the hearings on these matters may submit written comments prior to the time the hearings begin. These comments will be made a part of the official public records in these matters, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton Goodlett Place, San Francisco, CA 94102. Information relating to these matters are available in the Office of the Clerk of the Board.

Angela Calvillo, Clerk of the Board

DATED: June 12, 2014
MAILED/POSTED/PUBLISHED: June 16, 2014

BOARD of SUPERVISORS

City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 544-5227

PROOF OF MAILING

Legislative File No. GAO: 140444 Land Use: 140445 and 140675

Description of Items: **Schlage Lock Project / Schlage Lock Special Use District**

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

Date: **Thursday, June 26, 2014**

Time: **10:30 a.m.**

Location: **Committee Room 263, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

File No. 140444. Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE

Date: **Monday, June 30, 2014**

Time: **1:30 p.m.**

Location: **Committee Room 263, located at City Hall**
1 Dr. Carlton B. Goodlett Place, San Francisco, CA

File No. 140445. Ordinance amending the Planning Code, Section 249.45, to provide for use controls, including controls for formula retail uses, building standards, and procedural requirements, including noticing and community participation procedures, for applications for development, including design review and modifications, among other controls, in Zone 1 of the Schalge Lock/Visitation Valley Special Use District (also referred to as the Schlage Lock site); amending the Zoning Map by amending Sectional Maps ZN10 and HT10 to reflect the Visitacion Valley/Schlage Lock Special Use District; and making environmental findings and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1.

File No. 140675. Ordinance amending the General Plan to amend Maps 1, 2, 4, and 5 of the Commerce and Industry Element, Map 6 of the Transportation Element, Maps 4 and 5 of the Urban Design Element, and the Land Use Index to implement the Visitation Valley/Schlage Lock Special Use District, which generally includes the properties bounded by Bayshore, Blanken and Tunnel Avenue to the San Francisco/San Mateo County line to the south, including the properties fronting Bayshore Boulevard from Arleta Avenue to the San Francisco/San Mateo County line to the south, and including the properties

fronting Leland Avenue from Cora Street to Bayshore Boulevard; and making environmental findings, and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1.

(Agenda information relating to this matter will be available for public review on Friday, June 27, 2014.)

I, Alisa Miller , an employee of the City and County of San Francisco, mailed the above described document(s) by depositing the sealed items with the United States Postal Service (USPS) with the postage fully prepaid as follows:

Date: 6/16/2014

Time: 2:20 p.m.

USPS Location: Repro Pick-up Box in the Clerk of the Board's Office (Rm 244)

Mailbox/Mailslot Pick-Up Times (if applicable): N/A

Signature: Alisa Miller

Instructions: Upon completion, original must be filed in the above referenced file.

CALIFORNIA NEWSPAPER SERVICE BUREAU

DAILY JOURNAL CORPORATION

Mailing Address : 915 E FIRST ST, LOS ANGELES, CA 90012
Telephone (213) 229-5300 / Fax (213) 229-5481
Visit us @ WWW.LEGALADSTORE.COM

Alisa Miller
S.F. BD OF SUPERVISORS (OFFICIAL NOTICES)
1 DR CARLTON B GOODLETT PL #244
SAN FRANCISCO, CA 94102

COPY OF NOTICE

Notice Type: GPN GOVT PUBLIC NOTICE

Ad Description AM - 6.26.14 GAO & 6.30.14 Land Use - Schlage Lock

To the right is a copy of the notice you sent to us for publication in the SAN FRANCISCO CHRONICLE. Please read this notice carefully and call us with any corrections. The Proof of Publication will be filed with the Clerk of the Board. Publication date(s) for this notice is (are):

06/16/2014

Daily Journal Corporation

Serving your legal advertising needs throughout California. Call your local

BUSINESS JOURNAL, RIVERSIDE	(951) 784-0111
DAILY COMMERCE, LOS ANGELES	(213) 229-5300
LOS ANGELES DAILY JOURNAL, LOS ANGELES	(213) 229-5300
ORANGE COUNTY REPORTER, SANTA ANA	(714) 543-2027
SAN DIEGO COMMERCE, SAN DIEGO	(619) 232-3486
SAN FRANCISCO DAILY JOURNAL, SAN FRANCISCO	(800) 640-4829
SAN JOSE POST-RECORD, SAN JOSE	(408) 287-4866
THE DAILY RECORDER, SACRAMENTO	(916) 444-2355
THE INTER-CITY EXPRESS, OAKLAND	(510) 272-4747

* A 0 0 0 0 0 3 4 5 4 2 1 1 *

CNS 2634318

NOTICE OF PUBLIC HEARINGS BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO

NOTICE IS HEREBY GIVEN THAT the Board of Supervisors will hold two public hearings to consider the following proposals for the

SCHLAGE LOCK PROJECT/SCHLAGE LOCK SPECIAL USE DISTRICT, VISITACION VALLEY, VISITACION DEVELOPMENT, LLC

and said public hearings will be held as follows, at which time all interested parties may attend and be heard:

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE THURSDAY, JUNE 26, 2014 - 10:30 AM COMMITTEE ROOM 263, CITY HALL 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

File No. 140444. Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56. (Agenda information relating to this matter will be available for public review on Friday, June 20, 2014.)

AND

LAND USE AND ECONOMIC DEVELOPMENT COMMITTEE MONDAY, JUNE 30, 2014 - 1:30 PM COMMITTEE ROOM 263, CITY HALL 1 DR. CARLTON B. GOODLETT PLACE, SAN FRANCISCO, CA

File No. 140445. Ordinance amending the Planning Code, Section 249.45, to provide for use controls, including controls for formula retail uses, building standards, and procedural requirements, including noticing and community participation procedures, for applications for development, including design review and modifications, among other controls, in Zone 1 of the Schalge Lock/Visitation Valley Special Use District (also referred to as the Schlage Lock site); amending the Zoning Map by amending Sectional Maps ZN10 and HT10 to reflect the Visitacion Valley/Schlage Lock Special Use District; and making environmental findings and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1.

File No. 140675. Ordinance amending the General Plan to amend Maps 1, 2, 4, and 5 of the Commerce and Industry Element, Map 6 of the Transportation Element, Maps 4 and 5 of the Urban Design Element, and the Land Use Index to implement the Visitation Valley/Schlage Lock Special Use District, which generally includes the properties bounded by Bayshore, Blanken and Tunnel Avenue to the San Francisco/San Mateo County line to the south, including the properties fronting Bayshore Boulevard from Arleta Avenue to the San Francisco/San Mateo County line to the south, and including the properties fronting Leland Avenue from Cora Street to Bayshore Boulevard; and making environmental findings, and findings of consistency with the General Plan and the eight priority policies of Planning Code, Section 101.1. (Agenda information relating to this matter will be available for public review on Friday, June 27, 2014.)

In accordance with San Francisco Administrative Code, Section 67.7-1, persons who are unable to attend the hearings on these matters may submit written comments prior to the time the hearings begin. These comments will be made a part of the official public records in these matters, and shall be brought to the attention of the members of the Committee. Written comments should be addressed to Angela Calvillo, Clerk of the Board, Room 244, City Hall, 1 Dr. Carlton Goodlett Place, San Francisco, CA 94102. Information relating to these matters are available in the Office of the Clerk of the Board.

Angela Calvillo, Clerk of the Board

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Ben Rosenfield, City Controller

FROM: Alisa Miller, Clerk, Government Audit and Oversight Committee
Board of Supervisors

DATE: May 12, 2014

SUBJECT: LEGISLATION INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee, on April 29, 2014, which is being forwarded to you since it was determined to have economic impact.

File No. 140444

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

Please submit the economic impact report to me for consideration with the proposed legislation at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Monique Zmuda, Deputy City Controller

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

MEMORANDUM

TO: Harvey Rose, Budget Analyst

FROM: Alisa Miller, Clerk, Government Audit & Oversight Committee
Board of Supervisors

DATE: May 12, 2014

SUBJECT: HEARING MATTER INTRODUCED

The Board of Supervisors' Government Audit and Oversight Committee has received the following proposed legislation, introduced by Mayor Lee, on April 29, 2014, which is being forwarded to you since it was determined to have fiscal impact.

File No. 140444

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

Please submit the fiscal impact report to me for consideration with the proposed legislation at the Board of Supervisors, City Hall, Room 244, 1 Dr. Carlton B. Goodlett Place, San Francisco, CA 94102.

c: Debra Newman
Severin Campbell
Gabriela Loeza

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

May 7, 2014

File No. 140444

Sarah Jones
Environmental Review Officer
Planning Department
1650 Mission Street, 4th Floor
San Francisco, CA 94103

Dear Ms. Jones:

On April 29, 2014, Mayor Ed Lee introduced the following proposed legislation:

File No. 140444

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

This legislation is being transmitted to you for environmental review.

Angela Calvillo, Clerk of the Board
By: Alisa Miller, Committee Clerk
Government Audit and Oversight Committee

Attachment

c: Nannie Turrell, Senior Environmental Planner
Jeanie Poling, Environmental Planner

BOARD of SUPERVISORS

City Hall
Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. 554-5184
Fax No. 554-5163
TDD/TTY No. 554-5227

May 7, 2014

Planning Commission
Attn: Jonas Ionin
1660 Mission Street, 5th Floor
San Francisco, CA 94103

Dear Commissioners:

On April 29, 2014, Mayor Ed Lee introduced the following proposed legislation:

File No. 140444

Ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon Districts, to the east by the Caltrain tracks, and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the General Plan, and the eight priority policies of Planning Code, Section 101.1(b); and waiving certain provisions of Administrative Code, Chapter 56.

The proposed ordinance is being transmitted pursuant to Planning Code, Section 302(b), for public hearing and recommendation. The ordinance is pending before the Government Audit and Oversight Committee.

Angela Calvillo, Clerk of the Board

By: Alisa Miller, Committee Clerk
Government Audit and Oversight Committee

c: John Rahaim, Director of Planning
Scott Sanchez, Zoning Administrator
Sarah Jones, Chief, Major Environmental Analysis
AnMarie Rodgers, Senior Policy Advisory
Aaron Starr, Acting Manager of Legislative Affairs

OFFICE OF THE MAYOR
SAN FRANCISCO

EDWIN M. LEE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: [per] Mayor Edwin M. Lee
RE: Schlage Lock Development Agreement
DATE: April 29, 2014

Attached for introduction to the Board of Supervisors is the ordinance approving a Development Agreement between the City and County of San Francisco and Visitacion Development, LLC, for certain real property located in Visitacion Valley, bounded approximately to the north and west by McLaren Park and the Excelsior and Crocker Amazon districts, to the east by the Caltrain tracks and to the south by the San Francisco/San Mateo County line and the City of Brisbane; making findings under the California Environmental Quality Act, findings of conformity with the City's General Plan and with the eight priority policies of Planning Code Section 101.1(b); and waiving certain provisions of Administrative Code Chapter 56.

Please note this item is cosponsored by Supervisor Cohen.

I request that this item be calendared in Government Audit and Oversight Committee.

Should you have any questions, please contact Jason Elliott (415) 554-5105.

RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO
2014 APR 29 PM 4:45

1 DR. CARLTON B. GOODLETT PLACE, ROOM 200
SAN FRANCISCO, CALIFORNIA 94102-4681
TELEPHONE: (415) 554-6141

140464