

**THIRD AMENDMENT TO  
LEASE No. L-9170**

**Scoma's Restaurant, Incorporated, a California corporation**

This Third Amendment to Lease No. L-9170 ("**Amendment**") is between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**"), operating through the SAN FRANCISCO PORT COMMISSION ("**Port**"), as landlord, and Scoma's Restaurant, Incorporated, a California corporation, as tenant ("**Tenant**") and is dated for reference purposes only as of April 23, 2021.

**RECITALS**

**A.** On February 11, 1976, Port and United Shellfish Co. entered Lease No. L-9170 for use of that certain real property located at Wharf J-7 in the City and County of San Francisco, as amended by the First Amendment dated June 16, 1983 for reference purposes, and as assigned to Tenant and amended effective March 1, 1995 ("**Original Lease**"). The Original Lease commenced on April 1, 1975 and will expire on April 30, 2036 ("**Expiration Date**").

**B.** Consistent with Port Commission Resolution 20-41, the Port desires to forgive certain rent payments due to Port in order to address the devastating financial impacts of the COVID-19 pandemic on Tenant's business. Amending the Original Lease to forgive such amounts is of considerable value to both parties and is intended to improve the financial feasibility of the Lease and preserve Tenant's ability to continue operations at the Port, while at the same time meeting the Port's own goals, including protecting its revenue streams and assets; supporting the Port's maritime mission and its small local business tenants and aligning Port's and Tenant's interest in promoting a shared prosperity partnership, and is in the best interests of the Port's long-term financial health.

**C.** The Port's Executive Director has determined that this Amendment satisfies the requirements of Port Commission Resolution 20-41.

**D.** By Board of Supervisors Ordinance 244-20, the Board of Supervisors has waived the requirement to add certain City ordinances enacted after the effective date of the most recent Lease amendment.

**E.** As material consideration for this Amendment, Tenant must comply with all Original Lease provisions as modified by this Amendment. This Amendment is narrowly tailored to relieve certain Tenant's rent obligations only and is not intended to excuse, waive, suspend or modify any other provision or obligation of either party under the Original Lease. Except as explicitly provided in this Amendment as to rent, nothing in this Amendment is intended or should be construed to limit, bar or otherwise impede the enforcement of any term or condition of the Original Lease. The parties agree that each of the terms in this Amendment are material and that Port would not have agreed to this Amendment absent such terms.

**F.** The Original Lease and this Amendment shall collectively be referred to as the "Lease". All capitalized terms used herein but not otherwise defined shall have the meaning given to them in the Original Lease.

NOW THEREFORE, in consideration of the mutual covenants herein contained and for other good and valuable consideration, Port and Tenant hereby amend the Original Lease as follows:

**AGREEMENT**

**1. Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference as if fully set forth herein.

**2. Lease Compliance.** Except as explicitly provided in this Amendment, this Amendment does not excuse, waive, suspend or modify any provision or obligation of Tenant under the Original Lease, including without limitation the obligation to pay all amounts owed prior to the Effective Date and does not and shall not be construed to waive any breach of the Original Lease by Tenant, or any of Port's rights thereunder, or to enlarge or increase Port's obligations thereunder. Tenant shall comply with all terms and conditions of the Original Lease as modified by this Amendment, including provisions requiring compliance with applicable Laws, which shall include without limitation, all "back to work" requirements and other workforce-related ordinances, orders, and laws relating to the COVID- 19 pandemic, including those addressing workplace safety and employment rights. Tenant agrees that, in addition to any remedies under the Lease, upon an uncured default by Tenant of any term or condition of the Lease, including without limitation, the terms and conditions of this Amendment, the provisions of Sections 3 and 4 of this Amendment shall automatically terminate and be of no further force or effect as of the date of default. Tenant acknowledges and agrees that compliance with the Lease is a material condition of this Amendment and that Port would not have agreed to this Amendment absent such terms.

Tenant must resume normal timely payments of rent on January 1, 2021.

**3. Rent Forgiveness.**

(a) For purposes of this Amendment, the Forgiveness Period is that period beginning on March 1, 2020 and ending on August 31, 2020. Tenant's obligation to pay rent and any late fees and interest on past due amounts is hereby waived and forgiven during the Forgiveness Period.

(b) Notwithstanding any other provision of this Amendment, monies received by Tenant from any federal, regional, state or local government-funded financial aid, grant or loan program including without limitation the Paycheck Protection Program, Economic Injury Disaster Loan program, the San Francisco Hardship Emergency Loan Program (SFHELP), Port's Micro-LBE Hardship Emergency Loan Program, or Port's Crab Fisher Assistance Loan Program for the stated purposes of paying rent are not eligible for forgiveness and will be deducted from any forgiveness amount (whether or not actually used to pay rent). Tenant represents and warrants that it has provided and will continuously provide Port with accurate and complete information regarding such funds and further agrees to promptly make its records available to Port for the purpose of determining the accuracy of Tenant's disclosures. If an audit reveals that Tenant has misrepresented any amounts eligible for forgiveness, Tenant will immediately pay such amounts to Port plus interest from the original due date at ten percent (10%) per year or, if a higher rate is legally permissible, the highest rate an individual is permitted to charge under applicable law. In addition, Tenant shall pay to Port Three Hundred Dollars (\$300.00) which the parties agree represents a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Tenant's misrepresentation. Port's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Port under the Lease, at law or in equity.

(c) Tenant agrees to keep Port apprised of its reopening plans and, if applicable, to provide prompt notice of its intent to permanently cease operations on Port property so that the parties can negotiate in good faith for a mutually acceptable termination agreement.

#### 4. **Rent Credits.**

##### 4.1. **Rent Credit for Rent Paid.**

(a) During the Forgiveness Period, the parties acknowledge that, Tenant paid the Port the amount of One Thousand Six Hundred Eighty-seven Dollars and Eighty-six Cents (\$1,687.86) in Rent, even though Tenant could have instead deferred such payments under the Port's Covid-19 tenant relief policies in Port Commission Resolutions 20- 18; 20-27 and 20-30 (the "**Excess Rent Amount**") and that Tenant is eligible for a rent credit in such amount, after subtracting any applicable deductions and applying the Excess Rent Amount to pay any balance outstanding prior to March 1, 2020 (the "**Rent Paid Rent Credit**"). The Rent Paid Rent Credit is One Thousand Six Hundred Eighty-seven Dollars and Eighty-six Cents (\$1,687.86).

(b) The Rent Paid Rent Credit shall be applied in the following manner: One-twelfth (1/12) of the Rent Paid Rent Credit (with no interest or escalation) (the "**Monthly Rent Paid Rent Credit**") will be applied against rent due beginning in the month of July 2021 and in each of the next eleven (11) months (through and including June 2022). The Monthly Rent Paid Rent Credit can be taken against any rent due (including percentage rent), but not against any other fee or charge under the Lease, including without limitation any amounts defined as Additional Rent. The Monthly Rent Paid Rent Credit is One Hundred Forty Dollars and Sixty-six Cents (\$140.66).

4.2. **Expiration of Rent Credits.** Notwithstanding any other provision of this Amendment, rent credits due but not applied ("**unused rent credits**") shall expire upon the earlier to occur of (x) a default by Tenant of any term or condition of the Lease; or (y) the expiration or earlier termination of the Lease, and Port shall have no liability or obligation to pay or credit Tenant all or any portion of the unused rent credits.

5. **Worksheet.** The Worksheet attached as ***Exhibit 1*** documents the total applicable forgiveness amount (taking into account deductions) and any applicable rent credits. The parties will update the Worksheet as needed and any such revised Worksheet shall be incorporated into this Amendment by countersignature of the parties without further action.

6. **Tax Consequences.** Tenant is solely responsible for seeking advice from its own legal and financial counsel on the relief provided in this Amendment, and for any liabilities that arise therefrom. No such advice has been given by City in any manner and City is not in any way liable for any tax consequences incurred by Tenant arising directly or indirectly from the agreements, terms and/or conditions of this Amendment.

7. **Waiver and Release.** Tenant, for itself and on behalf of its officers, employees, owners, successors, and assigns, if any, and on behalf of its agents and invitees, hereby agrees to fully and forever release and discharge the Port, its agents, employees, departments, commissioners, and officers, from any and all claims, actions, causes of action, liabilities, damages, loss of business or profits, demands, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist, and which arise out of or are in any way related to any of the transactions, occurrences, acts or omissions related to the matters described in this Amendment.

As to such claims, Tenant waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.



Tenant understands and acknowledges that, as a consequence of this waiver of Section 1542, even if Tenant should eventually suffer additional or further loss, damages or injury arising out of or in any way related to any of the events which gave rise to this Amendment, Tenant will not be permitted to make any claims to recover for such loss, damages or injury against the City and County of San Francisco, its elective and/or appointive boards, agents, employees, departments, commissioners, and officers, including without limitation the San Francisco Port Commission. Tenant acknowledges that it intends these consequences even as to claims that may exist as of the date of this Amendment but which Tenant does not know exist, and which, if known, would materially affect Tenant's decision to execute this Amendment, regardless of whether Tenant's lack of knowledge is the result of ignorance, oversight, error, negligence, or any other cause.

Provided that Tenant strictly comply with the provisions of this Amendment, Port, for itself and on behalf of its officers, employees, owners, successors, and assigns, if any, and on behalf of its agents and invitees, hereby agrees to fully and forever release and discharge Tenant, its agents and employees from any and all claims, actions, causes of action, liabilities, damages, loss of business or profits, demands, attorneys' fees, expenses and costs (including without limitation court costs) of any kind or nature whatsoever, whether known or unknown, suspected or unsuspected, which have existed or may have existed, or which do exist, or which hereafter shall or may exist, and which arise out of rent forgiven under this Amendment.

The provisions of this Section 8 shall survive the expiration or earlier termination of the Lease.

8. **Disclosures.** Tenant has received and reviewed the disclosures included in *Exhibit 2*.

9. **City and Port Requirements.** The following is added as Sections 33.4 – 33.7:

***“33.4. Notification of Limitations on Contributions.*** If this Lease is subject to the approval by City's Board of Supervisors, Mayor, or other elected official, the provisions of this Section shall apply. Through its execution of this Lease, Tenant acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from 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 (a) the City elective officer, (b) a candidate for the office held by such individual, or (c) a committee controlled by such individual or candidate, at any time from the submission of a proposal for the contract until the later of either the termination of negotiations for such contract or twelve (12) months after the date the contract is approved. Tenant acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of one hundred thousand dollars (\$100,000) or more. Tenant further acknowledges that, if applicable, (i) the prohibition on contributions applies to each Tenant; each member of Tenant's board of directors, and Tenant's principal officers, including its chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than ten (10%) percent in Tenant; and any subcontractor listed in the Tenant's bid or contract; and (ii) within thirty (30) days of the submission of a proposal for the contract, the Port is obligated to submit to the Ethics Commission the parties to the Lease and any subtenant/sublicensee(s). Additionally, Tenant certifies that if this Section applies, Tenant has informed each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126 by the time it submitted a proposal for the contract and has provided to City the names of the persons required to be informed.

***33.5. Conflicts of Interest.*** Through its execution of this Lease, Tenant acknowledges that it is familiar with the provisions of Article III, Chapter 2 of Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the California Government Code, and certifies that it does not know of any facts which would constitute a

violation of these provisions, and agrees that if Tenant becomes aware of any such fact during the Term, Tenant shall immediately notify the Port.

**33.6. *Tenant's Compliance with City Business and Tax Regulations Code.*** Tenant acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment Port is required to make to Tenant under this Lease is withheld, then Port will not be in breach or default under this Lease, and the Treasurer and Tax Collector will authorize release of any payments withheld under this Section to Tenant, without interest, late fees, penalties, or other charges, upon Tenant coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

**33.7. *Notice of Transfers to Port.*** In addition to the obligations under the Lease with respect to reporting transfers, subleases and/or assignments, within thirty (30) days of entering into any agreement under which Tenant grants any person the right to occupy or use any portion of the Premises for any period of time, including without limitation, any assignment, sublease, license, permit, concession or vendor agreement or other agreement or renewal thereof, Tenant shall provide written notice to Port and Assessor a copy of such agreement, regardless of whether Port consent is required under this Lease for such agreement. Tenant agrees to provide such further information as may be requested by City or Port to enable compliance with reporting obligations under state Law and San Francisco Administration Code Sections 23.38 and 23.39 (or any successor ordinance)."

**10. Entire Agreement.** This Amendment contains all of the representations and the entire agreement between the parties with respect to the subject matter of this Amendment. Any prior correspondence, memoranda, agreements, warranties, or written or oral representations relating to the subject matter of this Amendment are superseded in their entirety by this Amendment. No prior drafts of this Amendment or changes between those drafts and the executed version of this Amendment shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider such drafts in interpreting this Amendment.

**11. Authority.** Each of the persons executing this Amendment on behalf of Tenant hereby covenants and warrants that Tenant is a duly authorized and existing entity, that Tenant has and is qualified to do business in California, that Tenant has full right and authority to enter into this Amendment, and that each and all of the persons signing on behalf of Tenant are authorized to do so.

**12. Miscellaneous.** This Amendment shall bind, and shall inure to the benefit of, the successors and assigns of the parties hereto. This Amendment will be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Amendment. The terms of this Amendment are contractual and not a mere recital. The liability of and all rights, powers, and remedies of the parties under this Amendment shall be cumulative and not alternative. Each party acknowledges that the other party has made no representations, express or implied, to induce that party to enter into this Amendment, other than as expressly set forth herein. This Amendment is made for the purpose of setting forth certain rights and obligations of Tenant and the Port, and no other person shall have any rights hereunder or by reason hereof as a third party beneficiary or otherwise. This Amendment may be executed in counterparts with the same force and effect as if the parties had executed one instrument, and each such counterpart shall constitute an original hereof. No provision of this Amendment that is held to be inoperative, unenforceable or invalid shall affect the remaining provisions, and to this end all provisions hereof are hereby declared to be severable. Time is of the essence of this Amendment. This Amendment shall be governed by

the laws of the State of California. Neither this Amendment nor any of the terms hereof may be amended or modified except by a written instrument signed by all the parties hereto.

**13. Effective Date.** This Amendment is effective upon the date of Port's execution as indicated below.

**Exhibits and Schedules**

**Exhibit 1      Worksheet**

**Exhibit 2      Disclosures**

**Schedule 1    FEMA Disclosure Notice**

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**IN WITNESS WHEREOF**, Port and Tenant execute this Amendment at San Francisco, California, as of the last date set forth below.

**PORT:** **CITY AND COUNTY OF SAN FRANCISCO,**  
a municipal corporation, operating by and through the  
**SAN FRANCISCO PORT COMMISSION**

By: <sup>DocuSigned by:</sup> Rebecca Berassini  
Rebecca Berassini  
Deputy Director, Real Estate and Development

Date Signed: 5/13/2021

**TENANT:** **SCOMA'S RESTAURANT, INCORPORATED,**  
**A CALIFORNIA CORPORATION**

By: <sup>DocuSigned by:</sup> Mariann Costello  
Mariann Costello  
Name: EACE2382AF494AD...  
Title: President

Date Signed: 5/12/2021

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

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

By: <sup>DocuSigned by:</sup> Rona H. Sandler  
Rona H. Sandler  
Deputy City Attorney

Amendment Prepared By: Demetri Amaro, Commercial Property Manager <sup>DS</sup> Da (initial)

Port Commission Reso. No. 20-41

Board of Supervisors Ordinance No. 244-20

**EXHIBIT 1**  
**WORKSHEET**

**[Attachment on following pages]**



# **RENT PAID RENT CREDIT WORKSHEET** **EXHIBIT 1**

## **TENANT INFORMATION**

1	TENANT NAME:	<b>Scoma's Restaurent Inc</b> <small>ENTER TENANT NAME AS LISTED ON LEASE/LICENSE AGREEMENT(S)</small>
2	LEASE/LICENSE #	<b>L-9170</b> <small>ENTER APPLICABLE LEASE/LICENSE NUMBER</small>
3	SECTOR:	<b>Maritime</b> <small>SELECT FROM EITHER PERCENTAGE RENT, MARITIME, LBE, OR CIVIC IMPACT</small>
4	FORGIVENESS PERIOD:	<b>March 1, 2020 - August 31, 2020</b> <small>WILL AUTOPOPULATE BASED ON ENTRY IN LINE 3</small>

## **TENANT BALANCES AS OF MAY 31**

5	PRE-COVID BALANCE:	\$ - <small>OUTSTANDING BALANCE AS OF FEBRUARY 29, 2020 MUST BE PAID PRIOR TO EXECUTION</small>
6	FORGIVENESS PERIOD BALANCE:	\$ <b>1,687.86</b> <small>TOTAL RENT DUE DURING FORGIVENESS PERIOD IN LINE 4</small>
7	TOTAL OUTSTANDING BALANCE:	\$ <b>1,687.86</b> <small>TOTAL OUTSTANDING BALANCE (AT END OF FORGIVENESS PERIOD) = LINE 5 + LINE 6</small>

## **CALCULATIONS**

8	BALANCE ELIGIBLE FOR FORGIVENESS	\$ <b>1,687.86</b> <small>TOTAL RENT DUE DURING FORGIVENESS PERIOD IN LINE 4</small>
9	TOTAL RENT PAID BY SUBTENANT TO TENANT	\$ - <small>IF APPLICABLE, ENTER RENT PAID BY SUBTENANT TO MASTER TENANT</small>
10	TOTAL GOV. AID FOR RENT:	\$ - <small>ENTER AMOUNT FROM QUESTION #13B FROM LBE Application</small>
11	FINAL FORGIVENESS:	\$ <b>1,687.86</b> <small>TOTAL FORGIVENESS = LINE 8 - LINE 9</small>
12	TOTAL RENT PAID :	\$ <b>1,687.86</b> <small>ENTER TOTAL RENT PAID DURING FORGIVENESS PERIOD</small>
13	TOTAL RENT PAID RENT CREDIT (RPRC):	\$ <b>1,687.86</b> <small>TOTAL RPRC = LINE 11 - LINE 9</small>
13	ADJUSTED PRE-COVID BALANCE DUE:	\$ - <small>ADJUSTED PRE-COVID BALANCE DUE = LINE 5 - LINE 12</small>
14	FINAL RPRC TO BE APPLIED FY 21-22:	\$ <b>1,687.86</b> <small>FINAL RPRC = LINE 12 - LINE 5 OR (OR TOTAL AMOUNT DUE PRIOR TO AMENDMENT EXECUTION)</small>
15	ADJUSTED MONTHLY RPRC	\$ <b>140.66</b> <small>MONTHLY RENT CREDIT TO BE APPLIED JULY 1, 2021 - JUNE 30, 2022</small>

## **SCHEDULE OF RENT CREDIT TO BE APPLIED**

INVOICE MONTH	RENT CREDIT DEDUCTION
16 JULY 2021	\$ 140.66
17 AUGUST 2021	\$ 140.66
18 SEPTEMBER 2021	\$ 140.66
19 OCTOBER 2021	\$ 140.66
20 NOVEMBER 2021	\$ 140.66
21 DECEMBER 2021	\$ 140.66
22 JANUARY 2022	\$ 140.66
23 FEBRUARY 2022	\$ 140.66
24 MARCH 2022	\$ 140.66
25 APRIL 2022	\$ 140.66
26 MAY 2022	\$ 140.66
27 JUNE 2022	\$ 140.66

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## EXHIBIT 2 DISCLOSURES

### 1. Accessibility Inspection Disclosure.

California law requires commercial landlords to disclose to tenants whether the property being leased has undergone inspection by a Certified Access Specialist ("CASp") to determine whether the property meets all applicable construction-related accessibility requirements. The law does not require landlords to have the inspections performed. Tenant is hereby advised that the Premises has not been inspected by a CASp and Port shall have no liability or responsibility to make any repairs or modifications to the Premises in order to comply with accessibility standards. The following disclosure is required by law:

"A Certified Access Specialist (CASp) can inspect the subject premises and determine whether the subject premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject premises, the commercial property owner or lessor may not prohibit the lessee or tenant from obtaining a CASp inspection of the subject premises for the occupancy or potential occupancy of the lessee or tenant, if requested by the lessee or tenant. The parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the premises."

**2. Federal Emergency Management Agency.** Tenant represents and warrants to Port that it has received and reviewed the FEMA disclosure notice attached hereto as *Schedule 1*.

**3. Presence of Hazardous Materials.** California Law requires landlords to disclose to tenants the presence or potential presence of certain Hazardous Materials. Accordingly, Tenant is hereby advised that Hazardous Materials (as herein defined) may be present on or near the Premises, including, but not limited to, vehicle fluids, janitorial products, tobacco smoke, and building materials containing chemicals, such as asbestos, naturally-occurring radionuclides, lead and formaldehyde. Further, Hazardous Materials described in the reports listed in *Schedule 2* copies of which have been delivered to or made available to Tenant are known to be present at or near the Premises. By execution of this Amendment, Tenant acknowledges that the notice set forth in this section satisfies the requirements of California Health and Safety Code Section 25359.7 and related Laws. Tenant must disclose the information contained in this Section to any subtenant, licensee, transferee, or assignee of Tenant's interest in the Lease. Tenant also acknowledges its own obligations pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

## Schedule 1

### FEMA-National Flood Insurance Program Disclosure Notice

As part of the National Flood Insurance Program ("NFIP"), Federal Emergency Management Agency ("FEMA") issued the final flood insurance rate maps ("FIRMs") for City and County of San Francisco on September 23rd, 2020, concluding a process that had been going on for more than a decade. This is the first time FEMA mapped flood risks for the City and County of San Francisco. FIRMs were later adopted by the Board of Supervisors through Ordinance 226-20 ("Floodplain Management Program Ordinance") and became effective on March 23, 2021.

Based on detailed studies of coastal flood hazards associated with San Francisco Bay and the Pacific Ocean, the final FIRMs designate portions of the City and County of San Francisco ("City"), including portions of the waterfront, Mission Bay, Islais Creek, Bayview Hunters Point, Hunters Point Shipyard, Candlestick Point, Treasure Island, San Francisco International Airport, and Ocean Beach, in coastal flood hazard areas. Referred to as "Special Flood Hazard Areas" ("SFHAs"), these areas are subject to inundation during a flood having a 1 percent chance of occurrence in any given year. They are shown as zones beginning with the letter "A" or "V" on the FIRMs. Port's structures over water, including piers and wharfs, are designated as Zone D (area of undetermined flood hazard). Zone D areas are not subject to Building Code and NFIP regulation. Historic structures are also exempted from compliance under the NFIP.

Additionally, the San Francisco Public Utilities Commission ("SFPUC") has prepared the 100-Year Storm Flood Risk Map to show areas where flooding is highly likely to occur on City streets during a 100-year rain storm. More information about this map, including a searchable web map, is available at <https://www.sfwater.org/floodmaps>. The SFPUC 100-Year Storm Flood Risk Map only shows flood risk from storm runoff and, floodproofing measures are not required at this time.

The SFPUC map does not consider flood risk in San Francisco from other causes, such as inundation from the San Francisco Bay or the Pacific Ocean, which are shown on the FIRMs that FEMA has prepared for San Francisco. Conversely, the FIRMs do not show flooding from storm runoff in San Francisco, because our historical creeks and other inland waterbodies have been built over and are no longer open waterways. In most areas, the flood hazards identified by SFPUC and FEMA are separate. There are a few areas, however, near the shoreline where SFPUC's Flood Risk Zones overlap with the FEMA-designated floodplains.

The FIRM provides flood risk information for flood insurance and floodplain management purposes under the NFIP. The SFHAs, shown on the FIRM, may impact flood insurance requirements and rates, permitting, and building requirements for tenants and permit holders for property in designated SFHAs on the FIRM. Flood insurance is available through the NFIP and the private market. Flood insurance for Zone D areas is not available through NFIP. Pre-FIRM buildings of any type are not required to buy flood insurance. For more information on purchasing flood insurance, please contact your insurance agent.

City's Floodplain Management Program ordinance is based on NFIP requirements. Under the ordinance, the Port and the City must regulate new construction and substantial improvements or repairs to structures in SFHAs to reduce the risk of flood damage. The requirements may include elevation or floodproofing of structures and attendant utilities.

Additional information on this matter are available on the City/Port websites and FEMA website as listed below-



**San Francisco Floodplain Management Program website:**  
**<https://onesanfrancisco.orgisan-francisco-floodplain-management-program>**

**Port Floodplain Management Program Website:**  
**<https://sfport.com/flood-plain-management-program>**

**FEMA's NFIP website:**  
**[www.FloodSmart.gov](http://www.FloodSmart.gov)**

