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

AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND AMONG

THE CITY AND COUNTY OF SAN FRANCISCO,

CALIFORNIA BARREL COMPANY LLC

AND

OTHER DEVELOPERS SIGNATORY HERETO

FOR PROPERTY GENERALLY BOUNDED BY 23RD STREET TO THE SOUTH, ILLINOIS STREET TO THE WEST, 22ND STREET TO THE NORTH, AND THE SAN FRANCISCO BAY TO THE EAST

Asessor's Parcel Numbers 4175-027, 4175-026, 4232-019, 4232-022, 4232-020, 4232-021, 4232-023, 4175-025, 4232-017, 4175-022, 4232-018, 4232-014, 4175-020, 4175-021, 4232-016, 4232-015, 4175-023, 4232-011, 4232-012, 4175-024, 4175-500, 4175-028, 4232-013, 4175-499 (partial), and non-assessed Port and City and County of San Francisco properties

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AMENDED AND RESTATED DEVELOPMENT AGREEMENT
BY AND BETWEEN
THE CITY AND COUNTY OF SAN FRANCISCO AND CALIFORNIA BARREL COMPANY LLC

This AMENDED AND RESTATED DEVELOPMENT AGREEMENT (this "**Agreement**"), dated for reference purposes only as of [_____], 2026 (the "**A&R Reference Date**"), and is made by and between, on the one hand, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and on the other hand, CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company ("**CBC**"), and the other Persons constituting "Developer" that have consented to and are bound by this Agreement as reflected by their signatures hereto, pursuant to the authority of Section 65864 *et seq*. of the California Government Code and Chapter 56 of the Administrative Code. The City and Developer are also sometimes referred to individually as a "**Party**" and together as the "**Parties**". Capitalized terms not defined when introduced have the meanings given in Article 1.

RECITALS

This Agreement is made with reference to the following facts and circumstances:

A. Developer owns approximately 22 acres of developed and undeveloped land located in the City that is generally bounded by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west, as more particularly described on Exhibit A-1 (the "**Developer Property**"). Existing structures on the Developer Property as of the Original Effective Date consisted primarily of vacant buildings and facilities associated with the former power station use of the Developer Property.

B. Pacific Gas & Electric Company, a California corporation ("**PG&E**"), owns approximately 3.8 acres of land located in the City that is adjacent to the Developer Property, as more particularly described on Exhibit A-2 (the "**PG&E Sub-Area**").

C. The City, through the Port of San Francisco (the "**Port**"), owns approximately 2.9 acres of land located in the City that is comprised of the following three noncontiguous sites in the vicinity of the Developer Property (collectively, the "**Port Sub-Area**"): (i) approximately 1.5 acres of land located between the Developer Property and the San Francisco Bay, as more particularly described on Exhibit A-3 (the "**Port Open Space**"); (ii) approximately 1.3 acres of land located along 23rd Street between the Developer Property and Illinois Street, as more particularly described on Exhibit A-4 (the "**Port 23rd St. Property**"); and (iii) less than 0.1 acres of land located near the northeast corner of the Developer Property and adjacent to the San Francisco Bay, as more particularly described on Exhibit A-5 (the "**Port Bay Property**"). The Port also owns approximately 0.25 acres of land adjacent to the northern border of the Developer Property, as more particularly described on Exhibit A-6 (the "**Port Craig Lane Property**"), which is subject to a Development Agreement between the City and FC Pier 70, LLC, a Delaware limited liability company, as master developer of the adjacent Pier 70 project ("**Pier 70 Developer**"), a Disposition and Development Agreement between the Port and Pier 70 Developer, and a Master Lease between the Port and the Pier 70 Developer. Developer and the Port entered into that certain Ground Lease

(No. L-16662) dated March 15, 2021 (as amended, the "**Port Lease**") for the Port Open Space and the Port Bay Property in order to allow Developer to occupy and develop the Port Open Space and the Port Bay Property and include the same in the Waterfront Park (as defined below). The Port 23rd St. Property is subject to a license allowing Developer to construct Public Improvements, as more particularly described therein. The Port Craig Lane Property is subject to a reciprocal easement agreement among Port, Pier 70 Developer and Developer, which allows Developer to construct and maintain certain street improvements and Infrastructure, as more particularly described therein.

D. The City also owns less than 0.1 acres of land located in the City that is between the Developer Property and the Port 23rd St. Property, as more particularly described on Exhibit A-7 (the "**City Sub-Area**" and, collectively with the Developer Property, the Port Sub-Area and, subject to Section 3.13, the PG&E Sub-Area, the "**Project Site**").

E. Developer proposes a multi-phased, mixed-use development on the Project Site that will include a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, including approximately 2,600 dwelling units, approximately 1.5 million square feet of office and life science uses, as well as parking, retail, PDR, and child care, community facility, and other uses, as well as streets, infrastructure, open space, and waterfront improvements, as more particularly set forth in the Approvals (collectively and as fully defined in Article 1, the "**Project**").

F. The Project is anticipated to generate an annual average of approximately 230 construction jobs during construction and, upon completion, approximately 5,431 net new permanent on-site jobs, and an approximately $15.4 million annual increase in general fund revenues to the City.

G. 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 regarding the development of such property. Pursuant to Government Code Section 65865, the City adopted Chapter 56 of the Administrative Code ("**Chapter 56**") 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.

H. In addition to significant housing, jobs, and economic benefits to the City from the Project, 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. Major additional public benefits to the City from the development of the Project under this Agreement include: (i) affordable housing contributions in amounts that exceed the amounts required pursuant to existing City ordinances, regulations and policies and that are intended to constitute thirty percent (30%) of the total number of housing units for the Project; (ii) workforce obligations, including significant training, employment and economic development opportunities, related to the development and operation of the Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.2 acres, including (a) a series of contiguous, integrated waterfront parks,

including extension of the Blue Greenway and Bay Trail and creation of a 3.6-acre "**Waterfront Park**", for the benefit of the "Dogpatch" neighborhood community in the City and the residents of the City and the State of California at large, (b) a 1.2-acre central green space in the interior of the Project Site ("**Power Station Park**"), and (c) a 0.7-acre plaza type open space ("**Louisiana Paseo**") (Waterfront Park, Power Station Park and Louisiana Paseo, collectively, the "**Power Station Park System**"); (iv) delivery of child care spaces totaling not less than 12,000 gross square feet; (v) a community facility no smaller than 25,000 square feet; (vi) sea level rise improvements as part of the development of the Project; and (vii) a design of the Project prioritizing and promoting travel by walking, biking and transit for new residents, tenants, employees and visitors.

I. The City has entered into this Agreement with the understanding that the Project will rely on revenues from the office buildings proposed by the Project to finance the Associated Community Benefits provided hereunder, including the affordable housing requirements of this Agreement. Accordingly, if any requested Prop M Allocation is delayed, delivery of the Associated Community Benefits and other market rate improvements would also likely be delayed.

J. 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 the California Environmental Quality Act (California Public Resources Code Section 21000 *et seq*.) ("**CEQA**"), the CEQA Guidelines (Title 14, California Code of Regulations, Section 15000 *et seq*.), (the "**CEQA Guidelines**"), the Development Agreement Statute, Chapter 56, and the A&R Enacting Ordinance, all in effect as of the A&R Reference 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 Laws in connection with the development of the Project.

K. On January 30, 2020, the Planning Commission (i) certified the Final Environmental Impact Report prepared for the Project (the "**FEIR**") and the CEQA findings for the Project (the "**CEQA Findings**") and (ii) adopted the Mitigation Measures. The FEIR, the CEQA Findings and the Mitigation Measures comply with CEQA, the CEQA Guidelines, and Chapter 31 of the Administrative Code. The FEIR thoroughly analyzes the Project and Project alternatives, and the Mitigation Measures were designed to mitigate significant impacts to the extent they are susceptible to feasible mitigation. The information in the FEIR and the CEQA Findings was considered by the City in connection with approval of the Initial Approvals.

L. On January 30, 2020, the Planning Commission held a public hearing on the Project. Following the public hearing, the Planning Commission adopted the CEQA Findings and determined among other things that the FEIR thoroughly analyzes the Project as contemplated under that certain Development Agreement between CBC and the City for development of the Project (the "**Original DA**"), that the Mitigation Measures are designed to mitigate significant impacts to the extent they are susceptible to a feasible mitigation, and that the Project and that the Original DA would, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, as amended, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the "**Original General Plan Consistency Findings**").

M. On January 30, 2020, the Planning Commission held a public hearing on the Project and the Original DA, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved the Original DA and made a final recommendation to the Board of Supervisors on the Original DA, the Project and the Original General Plan Consistency Findings.

N. On April 21, 2020, the Board of Supervisors, having received the Planning Commission's final recommendation, held a public hearing on the Original DA pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board of Supervisors made the CEQA Findings required by CEQA and approved the Original DA, incorporating by reference the Original General Plan Consistency Findings.

O. On April 21, 2020, the Board of Supervisors adopted Ordinance No. 0061-20 (File No. 200039), amending the Planning Code and Zoning Map, Ordinance No. 0064-20 (File No. 200174), amending the General Plan, and Ordinance No. 0062-20 (File No. 200040), approving the Original DA and authorizing the Planning Director to execute the Original DA on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance became effective and operative on May 24, 2020.

P. The City and CBC entered into the Original DA on September 22, 2020, which was recorded in the Official Records on October 2, 2020 as Document No. 2020025312. The Original DA was subsequently corrected by that certain Correction to Development Agreement, dated as of September 30, 2021 and recorded in the Official Records on October 13, 2021 as Document No. 2021157025, amended by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (First Amendment), dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023 as Document No. 2023044096, amended by that certain Memorandum of Minor Modification of Development Agreement Potrero Power Station Mixed-Use Development Project (Second Amendment), dated as of June 20, 2023 and recorded in the Official Records on June 20, 2023 as Document No. 2023044102, amended by that certain First Amendment to Development Agreement between the City and Developer, dated as of August 13, 2024 and recorded in the Official Records on August 13, 2024 as Document No. 2024063236, and amended by that certain Memorandum of Minor Modification of Development Potrero Power Station Mixed-Use Development Project (Third Amendment), dated as of May 22, 2025.

Q. Since entering into the Original DA, CBC Transferred certain of its right, title and interest in the Original DA with respect to the portion of the Developer Property commonly referred to as Block 7b (the "**Block 7b Property**") to Found Middle LP, a Delaware limited partnership ("**Found Middle**"), pursuant to that certain Assignment and Assumption Agreement dated December 20, 2023, and recorded in the Official Records on December 21, 2023 as Document No. 2023103213.

R. Since entering into the Original DA, CBC Transferred certain of its right, title and interest in the Original DA with respect to the portion of the Developer Property under the Original DA commonly referred to as Block 2 (the "**Block 2 Property**") to The Regents of the University of California, a California corporation ("**UCSF**"), on behalf of its San Francisco campus, pursuant to that certain Assignment and Assumption Agreement dated May 6, 2025 and recorded in the Official Records on May 7, 2025 as Document No. 2025034397.

S. Since the Original Reference Date, real estate development in the City has faced a number of challenges, including significant construction cost increases, a global pandemic, a rapid rise in interest rates, a softening of commercial rents, and a softening of the San Francisco residential condominium and rental markets. In light of these challenges, the Parties desire to amend the Original DA to facilitate the Project's continued horizontal and vertical development and contribute to the City's housing production goals and economic recovery. Such amendments, set forth in this Agreement and the Approvals, enhance land use flexibility, allow targeted height and bulk adjustments, expand moderate income housing opportunities, facilitate the delivery of community benefits, align the escalation and payment of impact fees with other development projects in the City, and resolve ambiguities in Project implementation.

T. On [_____], 2026, the Planning Department prepared an addendum to the FEIR to analyze this Agreement and all proposed changes to the Project (the "**Addendum**"). The Addendum concluded that no supplemental or subsequent environmental review is required for this Agreement and all proposed changes to the Project because (i) the environmental impacts of this Agreement and all proposed changes to the Project were adequately identified and analyzed under CEQA in the FEIR, and (ii) this Agreement and all proposed changes to the Project would not result in any new or more severe environmental impacts than were previously identified in the FEIR (the "**CEQA Addendum Findings**")

U. On [_____], 2026, the Planning Commission held a public hearing on this Agreement, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission (i) approved this Agreement, (ii) found that this Agreement and all proposed changes to the Project will, as a whole, and taken in their entirety, continue to be consistent with the objectives, policies, general land uses and programs specified in the General Plan, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the "**New General Plan Consistency Findings**"), and (iii) made a final recommendation to the Board of Supervisors on this Agreement, the Project (as modified by this Agreement), the New General Plan Consistency Findings, and the CEQA Addendum Findings.

V. On [_____], 2026, the Board of Supervisors, having received the Planning Commission's final recommendation, held a public hearing on this Agreement pursuant to the Development Agreement Statute and Chapter 56. Following the public hearing, the Board of Supervisors approved this Agreement and authorized the Planning Director to execute this Agreement on behalf of the City through Ordinance No. [_____] (File No. [_____]) (the "**A&R Enacting Ordinance**"), incorporating by reference the New General Plan Consistency Findings and the CEQA Addendum Findings. The A&R Enacting Ordinance became effective and operative on [_____].

W. The Parties now wish to amend and restate the Original DA in its entirety as set forth herein to state the terms and conditions under which the Project will be developed.

NOW, THEREFORE, in consideration of the foregoing and the promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

AGREEMENT

ARTICLE 1
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:

"**Acquisition and Reimbursement Agreement**" is defined in the Financing Plan.

"**Addendum**" is defined in Recital T.

"**Additional BMR Unit**" is defined in the Section 5.7.4.

"**Adequate Security**" is defined in Section 3.6.

"**Administrative Code**" means the San Francisco Administrative Code.

"**Affiliate**" means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by or under Common Control with such Person.

"**Agreement**" is defined in the Preamble and includes the Exhibits that have been expressly incorporated herein, as amended as of the date of determination in accordance herewith.

"**AMI**" is defined in the Housing Plan.

"**Annual Review Date**" is defined in Section 8.1.

"**Applicable Impact Fees and Exactions**" is defined in Section 5.8.2.

"**Applicable Standards**" is defined in Section 5.2.

"**Approvals**" means, individually or collectively as the context requires, the Initial Approvals and the Later Approvals in effect on the date of determination.

"**A&R Enacting Ordinance**" is defined in Recital V.

"**A&R Reference Date**" is defined in the Preamble.

"**Assignment and Assumption Agreement**" is defined in Section 12.3.

"**Associated Community Benefit**" is defined in Section 4.1.

"**Better Streets Plan**" means the Better Streets Plan, adopted by the Board of Supervisors in Ordinance No. 310-10 and further implemented by the Board of Supervisors in Ordinance No. 309-10.

"**Block**" means each numbered Block on the Project Site shown on Figure 3.1.1 (entitled Land Use Plan) of the Design for Development.

"**Block 2 Property**" is defined in Recital R.

"**Block 7b Property**" is defined in Recital Q.

"**BMR Units**" means the Inclusionary Units and 100% Affordable Units (both as defined in the Housing Plan).

"**Board of Supervisors**" means the Board of Supervisors of the City and County of San Francisco.

"**Building**" or "**Buildings**" means each new or rehabilitated building that is constructed by Developer on the Project Site under this Agreement.

"**Business Day**" means a day other than a Saturday, Sunday or holiday recognized by the City.

"**CBC**" is defined in the Preamble.

"**CC&Rs**" is defined in Section 3.9.

"**CEQA**" is defined in Recital J.

"**CEQA Addendum Findings**" is defined in Recital T.

"**CEQA Findings**" is defined in Recital K.

"**CEQA Guidelines**" is defined in Recital J.

"**CFD**" is defined in the Financing Plan.

"**CFD Act**" is defined in the Financing Plan.

"**Chapter 56**" is defined in Recital G. The text of Chapter 56 as of the A&R Reference Date is attached hereto as Exhibit R. The A&R Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement. Chapter 56, as amended by the Enacting Ordinance, constitutes Existing Standards under this Agreement that shall prevail over any conflicting amendments to Chapter 56 unless Developer elects otherwise under Section 5.7.3.

"**City**" means, as the context requires, (i) the City, as defined in the preamble, or (ii) the territorial limits of the foregoing.

"**City Agency**" or "**City Agencies**" means, individually or collectively as the context requires, all City departments, agencies, boards, commissions, and bureaus, including those that execute or consent to this Agreement, or are controlled by persons or commissions that have executed or consented to this Agreement, that have subdivision or other permit, entitlement or approval authority or jurisdiction over development of the Project, or any improvement located on or off the Project Site, including the City Administrator, Planning Department, MOHCD, RPD, Port, SFPUC, OEWD, SFMTA, Public Works, SFFD, and DBI.

"**City Attorney's Office**" means the Office of the City Attorney of the City and County of San Francisco.

"**City Costs**" means the actual and reasonable costs incurred by a City Agency in preparing, adopting or amending this Agreement and in performing its obligations under this Agreement, as determined on a reasonable and customary time and materials basis, including reasonable attorneys' fees and costs but excluding work, hearings, costs or other activities contemplated or covered by Processing Fees; provided, however, City Costs do not include any fees or costs incurred by a City Agency in connection with a City Default or which are payable by the City under Section 9.6 when Developer is the prevailing party.

"**City Parties**" is defined in Section 4.10.

"**City Report**" is defined in Section 8.2.2.

"**City Sub-Area**" is defined in Recital D as of the A&R Reference Date and following any conveyance of real property in the Project Site by or to the City as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by the City as of the date of determination.

"**City-Wide**" means all real property within the City, excluding any real property that is not subject to City regulation because it is owned or controlled by the United States or by the State of California.

"**Commence Construction**" or any reasonable variation thereof means (i) with respect to any Building or any other improvement (other than Infrastructure or Parks and Open Spaces), the start of substantial physical construction of such Building's foundation, and (ii) with respect to Infrastructure or Parks and Open Spaces, the later to occur of (a) the issuance of site or building permits for such Infrastructure or Parks and Open Spaces and (b) the start of substantial physical construction of such Infrastructure or Parks and Open Spaces, as applicable, in accordance with a Public Improvement Agreement (if applicable).

"**Complete**" and any variation thereof means, as applicable, that: (i) a specified scope of work has been substantially completed in accordance with the City-approved plans and specifications for such scope of work; (ii) with respect to Privately-Owned Community Improvements, the City Agencies or the Non-City Responsible Agencies with jurisdiction over any required permits for such Privately-Owned Community Improvements have issued all final approvals required for the contemplated use; (iii) with respect to any Public Improvement, the City Engineer determines the Public Improvement has been completed to his or her satisfaction, the scope of work is ready for its intended use and the Public Improvement has been completed in accordance with the Subdivision Code and any applicable Public Improvement Agreement; and (iv) with respect to any Building, a temporary certificate of occupancy (or its equivalent) has been issued.

"**Contingent Services Special Tax**" is defined in the Financing Plan.

"**Continuing Obligation**" is defined in Section 3.11.

"**Contractor**" is defined in Section 3.7.

"**Control**" means, with respect to any Person, the possession, directly or indirectly, of the power to direct or cause the direction of the day to day management, policies or activities of such Person, whether through ownership of voting securities, by contract or otherwise (excluding limited partner or non-managing member approval rights). "Controlled", "Controlling" and "Common Control" have correlative meanings.

"**Costa-Hawkins Act**" is defined in Section 5.13.1.

"**Default**" is defined in Section 9.3.

"**Design for Development**" or "**D4D**" means the Design for Development attached as Exhibit E.

"**Design Review Application**" is defined in Section 3.4.

"**Developer**" means, as applicable, CBC, a Transferee to the extent set forth in an Assignment and Assumption Agreement (as contemplated under Section 12.1), or a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only as to such Foreclosed Property and only to the extent that such Person has specifically assumed Developer's obligations in accordance with the terms hereof. As of the A&R Reference Date, the Persons constituting "Developer" under this Agreement are CBC and the Persons that have consented to and are bound by this Agreement as reflected by their signatures hereto.

"**Developer Property**" is defined in Recital A as of the A&R Reference Date and following any conveyance of real property in the Project Site by or to Developer as contemplated hereby (including any dedication to the City) means the real property in the Project Site owned by Developer as of the date of determination.

"**Development Agreement Statute**" is defined in Recital G and means only the Development Agreement Statute that is in effect as of the A&R Reference Date.

"**Development Considerations**" means general market conditions, the local housing, office and retail markets, capital markets, general market acceptability, market absorption and demand, availability of financing, interest rates, local tax burdens, access to capital, competition and other similar factors.

"**Development Parcel**" means a parcel within the Project Site on which a Building will be constructed or rehabilitated, as set forth in a Subdivision Map.

"**Development Phase**" is defined in Section 3.2.1.

"**Development Phase Application**" is defined in Section 3.2.1.

"**Director of Property**" means the Director of the City's Department of Real Estate (or his or her designee) appointed as of the date of determination.

"**EIFD**" means the San Francisco Enhanced Infrastructure Financing District No. 1.

"**EIFD Acquisition and Financing Agreement**" is defined in the Financing Plan.

"**EIFD Funding Sources**" is defined in the Financing Plan.

"**EIFD Law**" is defined in the Financing Plan.

"**Elections Code**" means the San Francisco Municipal Elections Code.

"**Enacting Ordinance**" is defined in Recital O.

"**Existing Standards**" is defined in Section 5.2.

"**Existing Uses**" means all existing lawful uses of the existing buildings and improvements (including pre-existing, non-conforming uses under the Planning Code) on the Project Site (and the PG&E Sub-Area) as of the Original Reference Date.

"**Federal**" means of or pertaining to the United States of America.

"**Federal or State Law Exception**" is defined in Section 5.9.1.

"**FEIR**" is defined in Recital K.

"**Finally Granted**" means, with respect to each Approval, that (i) any and all applicable appeal periods for the filing of any administrative or judicial appeal challenging the issuance or effectiveness of such Approval shall have expired and no such appeal shall have been filed (or if such an administrative or judicial appeal is filed, such Approval (including its compliance with CEQA) shall have been upheld by a final decision in each such appeal with only those changes approved by the Parties, and a final judgment, order or ruling upholding such Approval shall have been entered) and (ii) if a referendum petition relating to this Agreement is timely and duly circulated and filed and certified as valid and the City holds an election, the election results on the ballot measure are certified by the Board of Supervisors in the manner provided by the Elections Code reflecting the final defeat or rejection of the referendum.

"**Financing Plan**" means the plan attached as Exhibit C.

"**First Certificate of Occupancy**" means, with respect to each Building, the first certificate of occupancy (such as a temporary certificate of occupancy) issued by DBI for a portion of such Building that contains residential units or leasable commercial space. A First Certificate of Occupancy shall not mean a certificate of occupancy issued solely for a portion of a residential or commercial Building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**First Construction Document**" means the first building permit issued for a Building, or in the case of a site permit, the first building permit addendum issued or other document that authorizes construction of the Building. Construction document shall not include permits or addenda for demolition, grading, shoring, pile driving, or site preparation work.

"**Foreclosed Property**" is defined in Section 10.2.

"**Found Middle**" is defined in Recital Q.

"**General Plan**" means the San Francisco General Plan.

"**Gross Floor Area**" has the meaning set forth in the Project SUD as of the Original Reference Date.

"**Housing Plan**" means the housing plan attached as Exhibit D.

"**IFP**" is defined in the Financing Plan.

"**Impact Fees and Exactions**" means any fees, contributions, special taxes, exactions, impositions and dedications charged by the City or any City Agency, whether as of the Original Reference Date or at any time thereafter during the Term, including transportation and transit fees, child care fee or in-lieu fees, housing (including affordable housing) fees, dedications or reservation requirements, and obligations for on-or off-site improvements. Impact Fees and Exactions shall not include the Mitigation Measures, Processing Fees, taxes, special assessments, school district fees, SFPUC Capacity Charges and any fees, taxes, assessments impositions imposed by Non-City Agencies, all of which shall be due and payable by Developer as and when due in accordance with Laws.

"**Infrastructure**" means the infrastructure to be constructed by Developer as described in the Infrastructure Plan.

"**Infrastructure Plan**" means the infrastructure plan attached as Exhibit G.

"**Initial Approvals**" means the City approvals and entitlements listed on Exhibit B.

"**Interagency Permitting MOU**" is defined in Exhibit Z.

"**Later Approvals**" means any land use approvals, entitlements, agreements, memoranda of understanding, declarations, or permits from the City or any City Agency that are approved by the City after the Original Reference Date and are necessary or advisable for the implementation of the Project or any portion thereof, including all approvals required under the Project SUD or as otherwise set forth in the Municipal Code, Design Review Applications or Development Phase Applications, Prop M Allocations, demolition permits, grading permits, site permits, building permits, sewer and water connection permits, major and minor encroachment permits, sidewalk modification legislation, street improvement permits, permits to alter, certificates of occupancy, transit stop relocation permits, street dedication approvals and ordinances, public utility easement vacation approvals and ordinances, public improvement agreements, notices of special restrictions, subdivision maps, improvement plans, lot mergers, lot line adjustments and re-subdivisions and any amendment to the foregoing or to any Initial Approval, in any case that are sought by Developer and issued by the City in accordance with this Agreement, but excluding the Initial Approvals.

"**Law(s)**" means, individually or collectively as the context requires, the Constitution and laws of the United States, the Constitution and laws of the State, the laws of the City, any codes, statutes, rules, regulations, or executive mandates under any of the foregoing, and any State or Federal court decision (including any order, injunction or writ) with respect to any of the foregoing, in each case to the extent applicable to the matter presented. For the avoidance of doubt, the laws of the City applicable under the Plan Documents shall be the Existing Standards, as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.7.3.

"**Law Adverse to Developer**" is defined in Section 5.9.4.

"**Law Adverse to the City**" is defined in Section 5.9.4.

"**Litigation Extension**" is defined in Section 11.6.

"**Losses**" is defined in Section 4.10.

"**Louisiana Paseo**" is defined in Recital H.

"**Major Encroachment Permit**" is defined in Section 786 of the San Francisco Public Works Code.

"**Management Association**" is defined in Section 12.1.

"**Material Change**" means any modification to this Agreement that: (i) would materially alter the rights, benefits or obligations of the City or Developer under this Agreement; (ii) is not consistent with the Project SUD (including permitted uses and maximum building height and bulk); (iii) reduces or extends the Term (except as permitted under Section 2.2 and Section 11.7); (iv) reduces or increases Associated Community Benefits; or (vi) reduces or increases the Applicable Impact Fees and Exactions. For clarity, a Material Change is not a change or update to the D4D that does not conflict with the Project SUD.

"**Mayor's Directive**" means that certain Executive Directive 17-02, issued by Mayor Edwin M. Lee on September 27, 2017.

"**Mitigation Measures**" means the mitigation measures (as defined by CEQA) applicable to the Project as set forth in the MMRP or, to the extent approved by the City and Developer, that are necessary to mitigate adverse environmental impacts identified through the CEQA process as part of a Later Approval.

"**MMRP**" means that certain mitigation monitoring and reporting program attached as Exhibit J.

"**MOHCD**" means the Mayor's Office of Housing and Community Development of the City.

"**Mortgage**" means a mortgage, deed of trust, or other lien (direct or indirect) on all or a part of (i) the Project or the Project Site, and (ii) any direct or indirect interest in Developer to secure an obligation made by the applicable Person (including the right to receive payments or

other amounts due under the Financing Plan or other revenue emanating from the Project and/or the Project Site).

"**Mortgagee**" means (i) any mortgagee or beneficiary under a Mortgage (for the avoidance of doubt, including any mezzanine lender to any Person with a direct or indirect interest in Developer) and (ii) a Person that obtains title to any Foreclosed Property as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action but only to the extent that such Person has not specifically assumed Developer's obligations in accordance with the terms hereof.

"**Municipal Code**" means the San Francisco Municipal Code.

"**New City Laws**" is defined in Section 5.7.

"**New General Plan Consistency Findings**" is defined in Recital U.

"**New Proportionality Requirement**" is defined in Section 5.7.4.

"**Non-City Agency**" means a Federal, State or local governmental agency that is not a City Agency.

"**Non-City Regulatory Approval**" is defined in Section 3.10.

"**Non-City Responsible Agencies**" is defined in Section 3.10.

"**Objective Requirements**" is defined in Section 3.4.

"**OEWD**" means the San Francisco Office of Economic and Workforce Development.

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

"**OLSE**" is defined in Section 4.9.

"**Original DA**" is defined in Recital L.

"**Original General Plan Consistency Findings**" is defined in Recital L.

"**Original Reference Date**" means September 22, 2020.

"**Parks and Open Spaces**" means all of the publicly-accessible open spaces shown on Exhibit L-1 developed in accordance with the Design for Development.

"**Party**" and "**Parties**" are defined in the preamble.

"**Person**" means any natural person or a corporation, partnership, trust, limited liability company, limited liability partnership or other entity.

"**PG&E**" is defined in Recital B, together with its successor(s).

"**PG&E Affected Area**" is defined in Section 11.7.

"**PG&E Sub-Area**" is defined in Recital B.

"**Phasing Goals**" is defined in Section Section 3.2.5.

"**Phasing Plan**" means the phasing plan attached as part of Exhibit M-1.

"**Pier 70 Developer**" is defined in Recital C.

"**Plan Documents**" means, individually or collectively as the context requires, the Land Use Plan, Infrastructure Plan, Phasing Plan, Housing Plan, Financing Plan, Design for Development, Transportation Plan, and this Agreement.

"**Planning Code**" means the San Francisco Planning Code.

"**Planning Commission**" means the Planning Commission of the City and County of San Francisco.

"**Planning Department**" means the Planning Department of the City and County of San Francisco acting through the Planning Director.

"**Planning Director**" means the Director of the Planning Department (or his or her designee) appointed as of the date of determination.

"**Port**" is defined in Recital C.

"**Port 23rd Street Property**" is defined in Recital C.

"**Port Bay Property**" is defined in Recital C.

"**Port Craig Lane Property**" is defined in Recital C.

"**Port Director**" means the Executive Director of the Port of San Francisco (or his or her designee) appointed as of the date of determination.

"**Port Lease**" is defined in Recital C.

"**Port Open Space**" is defined in Recital C.

"**Port Sub-Area**" is defined in Recital C as of the A&R Reference Date and following any conveyance of real property in the Project Site by or to the Port as contemplated hereby means the real property in the Project Site owned by the Port as of the date of determination.

"**Power Station Park**" is defined in Recital H.

"**Power Station Park System**" is defined in Recital H.

"**Privately-Owned Community Improvements**" means those facilities and services that are privately-owned and privately-maintained, at no cost to the City (other than any public financing set forth in the Financing Plan), for the public benefit and not dedicated to the City, including any Infrastructure that is not a Public Improvement. The Privately-Owned Community Improvements are shown generally on Exhibit L-1 and further described in the Design for Development. Privately-Owned Community Improvements include certain pedestrian paths, alleys (such as Craig Lane) storm drainage facilities, open spaces, SFMTA employee restroom, Muni bus shelter, and community or recreation facilities to be built on land owned by Developer, or on land owned by the City if the Privately-Owned Community Improvements thereon are subject to an encroachment permit or other permit allowing their installation on such land.

"**Processing Fees**" means the standard fee that is not an Impact Fee or Exaction imposed by the City upon the submission of an application for a permit or approval in accordance with City practice on a City-Wide basis and in accordance with this Agreement.

"**Project**" means the mixed-use development project as generally described in Recital E and as further described in this Agreement, the other Plan Documents, and the Approvals, including the Associated Community Benefits.

"**Project Site**" is defined in Recital D.

"**Project Special Taxes**" is defined in the Financing Plan.

"**Project SUD**" means Planning Code Section 249.87, as adopted by the Board of Supervisors in Ordinance No. 0061-20, as the same may have been amended as of the date of determination as permitted hereunder.

"**Prop M Allocation**" means the approval of "Prop M" office allocation (pursuant to Planning Code section 321 *et seq.* or successor provision) for the Project.

"**Proportionality Requirement**" is defined in Section 3.2.4.

"**Public Health and Safety Exception**" is defined in Section 5.9.1.

"**Public Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements consistent with and as required under the Subdivision Map Act and Subdivision Code.

"Public Improvements" means the facilities, both on- and off-site, to be improved, constructed and dedicated by Developer and, upon Completion in accordance with this Agreement, accepted by the City. Public Improvements include the streets within the Project Site shown on Exhibit N, and all Infrastructure and public utilities within such streets (such as electricity, water and sewer lines but excluding any non-municipal utilities), including sidewalks, landscaping, bicycle lanes, bus boarding island, street furniture, and paths and intersection improvements (such as curbs, medians, signaling, traffic controls devices, signage, and striping). The Public Improvements also include the SFPUC Infrastructure, and the SFMTA Infrastructure. The Public Improvements do not include Privately-Owned Community Improvements or, if any, privately owned facilities or improvements in the public right of way.

"**Public Works**" means the San Francisco Department of Public Works.

"**Public Works Director**" means the Director of Public Works (or his or her designee) appointed as of the date of determination.

"**RMA**" is defined in the Financing Plan.

"**RPD**" means the City's Recreation and Park Department.

"**Services Special Tax**" is defined in the Financing Plan.

"**SFMTA**" means the San Francisco Municipal Transportation Agency.

"**SFMTA Infrastructure**" means the Public Improvements that the SFMTA will own or operate, and maintain following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

"**SFPUC**" means the San Francisco Public Utilities Commission.

"**SFPUC Capacity Charges**" means all water and sewer capacity and connection fees and charges payable to the SFPUC, as and when due in accordance with applicable City requirements and this Agreement.

"**SFPUC Infrastructure**" means the Public Improvements that the SFPUC will own and operate following Completion and Board of Supervisors acceptance, as identified in the Infrastructure Plan.

"**Stack**" means the approximately 300-foot-tall boiler stack structure located on the Project Site as of the Original Reference Date and described in Section 6.12 of the Design for Development.

"**State**" means the State of California.

"**Station A**" means the unreinforced masonry building located on the Project Site as of the Original Reference Date and described in Section 6.14 of the Design for Development.

"**Subdivision Code**" means the San Francisco Subdivision Code and Subdivision Regulations.

"**Subdivision Map**" means any map that Developer submits for the Project Site under the Subdivision Map Act and the Subdivision Code, which may include tentative or vesting tentative subdivision maps, final or vesting final subdivision maps and any tentative or final parcel map, or transfer map, including phased final maps to the extent authorized under an approved tentative subdivision map.

"**Subdivision Map Act**" means the California Subdivision Map Act, California Government Code §§ 66410 *et seq*.

"**Subdivision Regulations**" means subdivision regulations applicable to the Project Site adopted by Public Works from time to time in accordance with this Agreement, including exceptions granted by the Public Works Director in accordance therewith.

"**Term**" is defined in Section 2.1.

"**Third-Party Challenge**" means any administrative, legal or equitable action or proceeding instituted by any Person other than the City, any City Agency or Developer against the City or any City Agency challenging the validity or performance of any provision of this Agreement, the Project, the Approvals, the adoption or certification of the FEIR or other actions taken pursuant to CEQA in connection therewith or to implement the Project, or other approvals required under Law to construct the Project, any action taken by the City or Developer in furtherance of this Agreement, or any combination of the foregoing relating to the Project or any portion thereof.

"**Transfer**" is defined in Section 12.1 and in all events excludes (i) a transfer of ownership or membership interests in Developer or any Transferee, (ii) grants of easement or of occupancy rights for existing or completed Buildings or other improvements (including space leases in Buildings), and (iii) the placement of a Mortgage on all or any portion of the Project Site.

"**Transferable Infrastructure**" means, with respect to each Development Parcel, items of Infrastructure that may consist of (i) final, primarily behind the curb, right-of-way improvements, including sidewalks, light fixtures, street furniture, landscaping, and driveway cuts, for such Development Parcel and/or (ii) utility laterals built within such Development Parcel or to connect such Development Parcel to the adjacent right of way.

"**Transferee**" is defined in Section 12.1.

"**Transferred Property**" is defined in Section 12.1.

"**Transportation Plan**" means the plan attached as Exhibit I.

"**UCSF**" is defined in Recital R.

"**Utility Infrastructure**" means Public Improvements for utility systems that serve the Project Site, including subsurface systems for power, stormwater, sewer, domestic water, recycled water, and AWSS, and above-ground utility facilities, such as streetlights, stormwater controls and switchgears. Utility Infrastructure excludes (a) telecommunications infrastructure, (b) any privately owned utility improvements, and (c) streets and sidewalks.

"**Utility Yard**" means a service yard for a public utility or public use of a similar character.

"**Vertical Improvement**" means a Building or other improvement to be developed under this Agreement that is not Parks and Open Space or Infrastructure.

"**Vested Elements**" is defined in Section 5.1.

"**Waterfront Park**" is defined in Recital H.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit F.

"**Zoning Map**" means the Zoning Map of the City and County of San Francisco, as defined in Planning Code section 105.

ARTICLE 2
TERM

Section 2.1 Term. The term of this Agreement shall commence upon the Original Reference Date and shall continue in full force and effect for thirty (30) years thereafter (the "**Term**"), unless earlier terminated as provided herein, provided that the Term shall be (i) extended for each day of a Litigation Extension, and (ii) thirty-five (35) years from the Original Reference Date with respect to the PG&E Affected Area pursuant to Section 11.7. The term of any conditional use permit, any tentative Subdivision Map, any subsequent subdivision map and any other Approval shall be for the longer of (x) the Term (as it relates to the applicable parcel) or (y) the term otherwise allowed under the Subdivision Map Act, conditional use/planned unit development approval or other Approval, as applicable.

Section 2.2 Extension. At any time prior to the expiration of the Term, the Term may be extended once for an additional five (5) years (for a total Term length of thirty-five (35) years, or forty (40) years with respect to the PG&E Affected Area) upon the written agreement of Developer and the Planning Director, which agreement shall not require further approval from the Board of Supervisors.

ARTICLE 3
GENERAL RIGHTS AND OBLIGATIONS

Section 3.1 Development of the Project. Developer shall have the vested right to develop the Project in accordance with and subject to the provisions of this Agreement, including upon issuance of the Later Approvals, and the City shall consider and process all Later Approvals in accordance with and subject to this Agreement. The Parties acknowledge that Developer (i) as of the Original Reference Date has obtained all approvals from the City required to Commence Construction of the Project, other than any required Later Approvals, and (ii) may proceed in accordance with this Agreement with the construction and, upon completion, use and occupancy of the Project as a matter of right, subject to the issuance of any required Later Approvals and any required Non-City Regulatory Approvals as set forth in this Agreement. By granting the Approvals, the City has made a policy decision that the Project is in the best interest of the City and promotes the public health, safety and general welfare. Accordingly, the City in granting the Approvals and vesting them through this Agreement is limiting its future discretion with respect to the Project. Consequently, the City shall not use its discretionary authority in considering any application for a Later Approval or in connection with any other matter related to the Project to change the policy decisions reflected by the Approvals and this Agreement or otherwise to prevent or to delay development of the Project. The City acknowledges and agrees that the development of the Project as contemplated under this Agreement is a priority project for which the City shall act as expeditiously as is reasonably feasible to review and process any applications and approvals in connection therewith.

Section 3.2 Development Process.

Section 3.2.1 Phases. The Parties anticipate that the Project will be developed in phases described in the Phasing Plan (each, a "**Development Phase**" and collectively, the "**Development Phases**") in the manner described in this Section 3.2. The Parties acknowledge that Developer cannot guarantee the exact timing in which Development Phases will be constructed and whether particular elements of the Project will be constructed at all. Such decisions depend on numerous factors that are not within the control of Developer or the City, including the Development Considerations. Developer shall have the right to develop the Project in Development Phases in such order and time as determined by Developer in the exercise of its sole and subjective business judgment, but subject to the requirements of this Agreement with respect to Associated Community Benefits. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department an application (each, a "**Development Phase Application**") in accordance with the procedures and requirements set forth in Exhibit O.

Section 3.2.2 Boundaries. The proposed boundaries of each Development Phase, based on Developer's best knowledge as of the A&R Reference Date, are generally shown in the Phasing Plan. Final boundaries of each Development Phase will be established by the approval by the City, through the Planning Department, of the Development Phase Application with respect to such Development Phase. The boundaries of all parcels within each Development Phase will be established through Subdivision Maps.

Section 3.2.3 Associated Public Benefits. Because the Project will be built out over a number of years, the amount and timing of the Associated Community Benefits, including the Public Improvements, Privately-Owned Community Improvements (including the Parks and Open Spaces), and affordable housing, are allocated by Development Phase in accordance with the Plan Documents, including the Phasing Plan, as more particularly described in Sections 4.1 - 4.3. The scope and timing of Infrastructure that is associated with specific parcels or Buildings shall be reviewed and approved by the City through the Subdivision Map approval process consistent with the Applicable Standards. As more particularly described in Sections 4.1 - 4.3, requirements of the Associated Community Benefits related to affordable housing, workforce requirements, and transportation demand management shall be delivered as set forth in the Housing Plan, Workforce Agreement and Transportation Plan, respectively.

Section 3.2.4 Proportionality Requirement. The development of the Project as provided in this Agreement and the other Plan Documents has been carefully structured to meet (and the City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that Associated Community Benefits, including Public Improvements, Privately-Owned Community Improvements (including Parks and Open Spaces), and affordable housing be provided proportionately with development of the Project, as further described in the Phasing Plan (the "**Proportionality Requirements**").

Section 3.2.5 Changes to Phasing. The Parties agree that many factors, including the Development Considerations, will determine the rate at which various residential and commercial uses within the Project can be developed and absorbed. Developer may request changes to the Phasing Plan at any time, including changes to the proposed boundaries of a Development Phase, the order of Development Phases and/or the Development Phases and/or

Buildings to which Associated Community Benefits are tied, by submitting a written request to the Planning Director with a statement explaining the reasons for the proposed changes. The Planning Director shall consider only the following (collectively, the "**Phasing Goals**") when considering Developer's request for changes to the Phasing Plan:

- Rational Development. Associated Community Benefits should be developed in an orderly manner and consistent with the Plan Documents. Finished portions of the Project should be generally contiguous or adjacent to a street. Associated Community Benefits should be completed at such time that future Project construction work, including on adjacent Development Parcels, will not result in physical damage or material interruption to the use of such completed improvements.
- Appropriate Development. Horizontal development should be timed to coordinate with the needs of vertical development. Completed Infrastructure must provide continuous reliable access and utilities to then-existing visitors, residents, and businesses.
- Market Timing. The boundaries and mix of uses within the Development Phase should be designed to minimize unsold inventory of Development Parcels.
- Flexibility. Flexibility to respond to market conditions, cost and availability of financing and economic feasibility should be provided.
- Proportionality. If the change would delay the production of Associated Community Benefits or reallocate Associated Community Benefits due to a change in the proposed boundaries of Development Parcels, the Project should continue to meet the Proportionality Requirement.

Section 3.2.6 City Approval. In considering whether to approve Developer's requested changes, the Planning Director shall consider only whether the changes are consistent with all of the Phasing Goals. The Planning Director shall approve such change if, after consulting with all affected City Agencies and the City Attorney, he or she reasonably determines that the modified Phasing Plan substantially meets the Phasing Goals. Any material modification to the Phasing Plan that does not sufficiently meet the Phasing Goals, as reasonably determined by the Planning Director, requires the approval of the Planning Commission after consultation with the affected City Agencies.

Section 3.3 Approval of Subdivision Maps. Developer shall obtain a tentative subdivision map and enter into a Public Improvement Agreement, or otherwise satisfy the applicable requirements of the Subdivision Code, before commencing construction of any Infrastructure or Building within a Development Phase. The Parties agreed on, and shall use, subject only to such changes as they may mutually agree, a form of Public Improvement Agreement and Major Encroachment Permit following the Original Reference Date. Developer is not required to obtain one Subdivision Map for the entire Project Site. Developer may obtain multiple Subdivision Maps (one or more for each Development Phase) or obtain one Subdivision Map for the entire Project Site, as desired.

Section 3.4 Design Review and Objective Requirements. The Approvals and the Plan Documents are intended to ensure that the urban, architectural and landscape design of the Buildings, the Public Improvements and the public realm at the Project Site will be of high quality and appropriate scale, include sufficient open space and promote the public health, safety and general welfare. The design review procedures applicable to all Buildings and Privately-Owned

Community Improvements shall be as set forth in the Project SUD. Design review procedures applicable to Parks and Open Spaces shall be as set forth in Section 3.5. The City shall review and approve, disapprove, conditionally approve, or approve with recommended modifications any design review application under the Project SUD (a "**Design Review Application**") in accordance with the requirements of this Agreement and the procedures specified in the Project SUD. 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 Design for Development, including the choice of building materials and fenestration. In considering a Design Review Application and any Later Approval for those aspects of a proposed Building or Privately-Owned Community Improvement that meet the quantitative or objective requirements of the Project SUD, Design for Development and the other Plan Documents (the "**Objective Requirements**"), including the Building's proposed height, bulk, setbacks, streetwalls, location and size of uses and amount of open space and parking, the City acknowledges and agrees that (i) it has exercised its discretion in approving the Project SUD and the Plan Documents and (ii) any proposed Design Review Application or Later Approval 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 Privately-Owned Community Improvements meets the San Francisco Building Codes as set forth in Section 5.4.

Section 3.5 Design Review of Parks and Open Spaces within Power Station Park System. Before the City may issue any construction permit for any Parks and Open Spaces located within the Power Station Park System both (i) the Planning Department shall have first approved a Design Review Application for the schematic design and construction documents for the applicable Parks and Open Spaces in accordance with the Project SUD, to the extent located on the Developer Property, and (ii) the Port and/or other applicable Non-City Responsible Agencies and City Agencies shall have first issued all Later Approvals for the Parks and Open Spaces required under the Interagency Permitting MOU to the extent located on the Port Sub-Area.

Section 3.6 Construction of Public Improvements and Privately-Owned Community Improvements. Developer shall undertake the design, development, and installation of the Public Improvements and Privately-Owned Community Improvements at no cost to City (other than the public financing set forth in the Financing Plan). 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 City-Wide standards and requirements of the City Agency as if it were to design and construct the Public Improvement on its own at that time, subject to Section 5.5.2 and Section 5.7, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code; provided, however, that the City shall not require Public Improvements or Privately-Owned Community Improvements that materially exceed the type, scope, capacity, and level of infrastructure improvements reasonably contemplated by the Approvals and Plan Documents as of the A&R Reference Date, except as otherwise expressly required by applicable Law. If Developer believes that a City Agency is acting unreasonably in its requirements for any Public Improvement, Privately-Owned Community Improvement, Infrastructure improvement, or related mitigation measure or condition, Developer may initiate the dispute resolution procedures set forth in Article 9. Without limiting the foregoing, Developer shall complete all Public Improvements and Privately-Owned Community

Improvements in accordance with the applicable Plan Documents, and in a good and diligent manner, without material defects, in accordance with City-approved construction documents. As and when required under the Subdivision Map Act, Developer shall enter into a Public Improvement Agreement with Public Works, and provide adequate security consistent with the Subdivision Code and the applicable Public Improvement Agreement (which may include bonds, letters of credit, or other security satisfactory to the City) and meeting the requirements of the Subdivision Code ("**Adequate Security**").

Section 3.6.1 No Betterments. Notwithstanding anything to the contrary in this Agreement, the City shall not require any Betterment in connection with the design, approval, construction, repair, replacement, relocation, or acceptance of any Public Improvement, Privately-Owned Community Improvement, or Infrastructure. For purposes of this Section, a "Betterment" means any increase or improvement in the kind, quality, capacity, durability, efficiency, configuration, or design standard of a Public Improvement, Privately-Owned Community Improvement, or Infrastructure beyond that reasonably necessary to mitigate Project impacts or otherwise comply with the Approvals, Plan Documents, Existing Standards, or applicable Law. Without limitation, the City shall not require upgrades intended primarily to remedy pre-existing deficiencies, accommodate future growth or unrelated projects, or achieve generalized systemwide objectives unrelated to mitigation of Project-specific impacts that are not required under the Approvals, Plan Documents, Existing Standards, or applicable Law.

Section 3.6.2 Regulatory Approvals. Developer shall obtain all necessary permits and approvals (including approval of all design and construction plans) from any responsible agencies having jurisdiction over each Public Improvement and Privately-Owned Community Improvement, as further described in the Interagency Permitting MOU. Without limiting the foregoing, Developer shall obtain all necessary permits and approvals: (i) from the SFMTA of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent and (iii) from Public Works of the plans and specifications for all streets and sidewalks and improvements in the public rights-of-way. In deciding whether to approve, disapprove, conditionally approve, or approve with recommended modifications any such matter, each City Agency is subject to the requirements of the Plan Documents, including Section 3.6 and Sections 5.2 - 5.6 of this Agreement.

Section 3.6.3 Timing for Completion of Public Improvements and Privately-Owned Community Improvements. All Public Improvements that are required to serve a Building (as identified in the Infrastructure Plan and Phasing Plan) must be completed and accepted by the Board of Supervisors on or before issuance of the First Certificate of Occupancy for that Building; provided, however, that upon Developer's request, the City shall allow the issuance of the First Certificate of Occupancy for a Building prior to acceptance of the required Public Improvements if (i) the applicable Public Improvements have been Completed and (ii) Developer and the City have entered into an agreement reasonably acceptable to the Public Works Director (with respect to Public Improvements within Public Works jurisdiction) and SFPUC General Manager (with respect to Public Improvements within SFPUC jurisdiction) governing the use of and liability for the applicable Public Improvements until accepted by the Board of Supervisors. The Parties agree to expeditiously work to enter into such agreements as may be needed to ensure that City's process for acceptance of Public Improvements does not delay the issuance of certificates of occupancy

when the Infrastructure is Completed and ready for its intended use. Subject to Section 4.2, Privately-Owned Community Improvements (including certain Parks and Open Spaces) expressly identified in the Phasing Plan must be Completed in accordance with the times for Completion set forth in the Phasing Plan. Developer acknowledges and agrees that upon the occurrence of certain conditions, the City may decide not to issue certificates of occupancy, as more particularly described in Section 9.4.5.

Section 3.6.4 Timing for Satisfaction of BMR Requirements. Any requirement to construct BMR Units or otherwise satisfy Developer's obligations under the Housing Plan is triggered when Developer Commences Construction on the residential Building to which the obligation is tied, as more particularly described in the Housing Plan.

Section 3.6.5 Dedication and Acceptance of Public Improvements. Developer shall provide the City with an offer of dedication for all Public Improvements, with fee title to public right of way (or an easement, if acceptable to the City), within the Development Phase in accordance with the Subdivision Code, the applicable Public Improvement Agreement and Subdivision Map conditions of approval. At any time after Completion of Public Improvements, Developer shall make a written request to the City to initiate acceptance of such Public Improvements in accordance with the Subdivision Code, the Public Improvement Agreement, and this Agreement. With any such request, Developer shall satisfy all prerequisites and conditions to acceptance consistent herewith, including any required materials associated with the request. Following Developer's submittal of all required materials, each applicable City Agency having jurisdiction shall diligently and expeditiously process the acceptance request in accordance herewith and introduce complete acceptance packages to the Board of Supervisors.

Section 3.7 Contracting for Public Improvements. In connection with construction of the Public Improvements, Developer shall engage a contractor that is duly licensed in the State 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 the Contractor, which shall require that the City have the right to receive the benefit of all warranties in such agreement for the Public Improvements as successor owner following the City's acceptance thereof.

Section 3.8 Maintenance and Operation of Public Improvements by Developer. The Parties shall comply with the Financing Plan.

Section 3.9 Maintenance and Operation of Privately-Owned Community Improvements. Developer, a Management Association, or a subsequent operator, as applicable, shall operate and maintain in good and workmanlike condition, and otherwise in accordance with all Laws and any applicable permits, at no cost to the City, all Privately-Owned Community Improvements, which operation and maintenance may be paid by Services Special Taxes (if any) from the CFD in accordance with the Financing Plan. At a minimum, certain Privately-Owned Community Improvements shall be maintained and operated in accordance with the requirements of Exhibit L-2 and Exhibit L-3. In order to ensure that the Privately-Owned Community Improvements owned by Developer are maintained in a clean, good and workmanlike condition, Developer shall record a declaration of covenants, conditions, and restrictions against the portion of the Project Site on which the Privately-Owned Community Improvements will be located, but

excluding any property owned by the City as and when acquired by the City ("**CC&Rs**"), that include a requirement that the Management Association provide all necessary and ongoing maintenance and repairs to the Privately-Owned Community Improvements not accepted by the City for maintenance at no cost to the City (except as otherwise permitted by the Financing Plan or Law), with appropriate association dues to provide for such maintenance and services. Notwithstanding anything to the contrary above or contained in any Management Association governing document, during the period in which Developer Controls the Management Association, Developer shall make commercially reasonable efforts to cause the Management Association to comply with the maintenance and repair obligations set forth in the CC&Rs. The CC&Rs shall be subject to reasonable review and approval by the Planning Director and the Port Director (after consultation with the City Attorney) prior to the recordation thereof. On or before Completion of the first Privately-Owned Community Improvement to be maintained by the Management Association, OEWD and the Planning Department shall reasonably approve the proposed budget for the on-going maintenance and operations of the Privately-Owned Community Improvements, based on a third-party consultant study verifying the commercial reasonableness of an initial and 20-30 year "build-out" budget. The CC&Rs shall require Developer or a Management Association, as applicable, to maintain, repair and operate any Improvements located within the Port Open Space and the Port Bay Property pursuant to the Port Lease. The CC&Rs may be recorded against Development Parcels in phases, but in each instance before Final Certificate of Occupancy of the Buildings thereon. The CC&Rs shall expressly provide (i) the City with the right to enforce the public access, operational standards, and maintenance and repair provisions of the CC&Rs applicable to the Privately-Owned Community Improvements and (ii) the Port with the right to enforce the maintenance and repair provisions of the CC&Rs applicable to the Port Open Space and Port Bay Property.

Section 3.10 Non-City Regulatory Approvals for Public Improvements. The Parties acknowledge that certain Public Improvements and Privately-Owned Community Improvements, most particularly the proposed outfall of stormwater from the Project Site to the Bay and in-water construction, including for the proposed dock, require the approval of one or more Non-City Agencies with jurisdiction ("**Non-City Responsible Agencies**"). The Non-City Responsible Agencies may disapprove installation of such Public Improvements or Privately-Owned Community Improvements in accordance with Laws, making such installation impossible. The City shall 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 Approvals (each, a "**Non-City Regulatory Approval**"). The City's commitment to Developer under this Section 3.10 is subject to the following conditions and covenants:

(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;

(b) Developer shall not agree to conditions or restrictions in any Non-City Regulatory Approval that could reasonably be expected to create (i) any obligations on the part of any City Agency, unless such City Agency agrees to assume such obligations

at the time of acceptance of the Public Improvements, or (ii) any restrictions on City-owned property (or property to be owned by the City under this Agreement), excluding any existing or proposed easements for PG&E facilities, unless the City, including each affected City Agency, has previously approved the restrictions in writing, which approval may be given or withheld in its reasonable discretion; and

(c) Developer shall bear all costs associated with applying for, obtaining and complying with any necessary Non-City Regulatory Approval and any and all conditions or restrictions imposed as part of a Non-City Regulatory Approval, subject to Section 3.12. Developer shall 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.

Section 3.11 Continuing City Obligations. Certain Non-City Regulatory Approvals may include conditions that require special maintenance or other obligations that continue after the City accepts the dedication of 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 reasonable discretion before Developer agrees to the Non-City Regulatory Approval that includes the Continuing Obligation. Upon the City's acceptance of any Public Improvement that has a Continuing Obligation that was approved by the City as set forth above, the City shall assume the Continuing Obligation and notify the Non-City Responsible Agency that gave the applicable Non-City Regulatory Approval of this fact. Notwithstanding the foregoing and for purposes of clarity, no City Agency, including the Port, will accept a Continuing Obligation that applies to private land.

Section 3.12 Public Financing.

Section 3.12.1 Financing Districts. The City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to establish and implement the CFD under the CFD Act and the EIFD under the EIFD Law, all in accordance with the Financing Plan. Any and all costs incurred by the City in forming the CFD and EIFD shall be City Costs. The terms and conditions of the CFD and EIFD must be consistent with the specifications in the Financing Plan, including, as it relates to the EIFD, the IFP. Developer shall not, at any time, contest, protest, or otherwise challenge (i) the formation of the CFD or EIFD, (ii) the issuance of bonds or other financing secured by Project Special Taxes or EIFD Funding Sources, or (iii) the application of bond proceeds, Project Special Taxes, or EIFD Funding Sources to the extent consistent with the Financing Plan. Developer acknowledges the provisions of Section 2.6(b) of the Financing Plan, and further acknowledges that section 9 of article I of the California Constitution and Government Code Section 5854 restrict Developer's ability to repeal or reduce the Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Services Special Taxes or the Contingent Services Special Taxes, provided the Services Special Taxes or the Contingent Services Special Taxes are levied in accordance with the applicable RMA and except as otherwise set forth in the Financing Plan or such RMA. The provisions of this Section 3.12.1 shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section 3.12.1 in the CC&Rs.

Section 3.12.2 Limitation on New Districts. The City shall not form any new financing or assessment district over any portion of the Project Site unless the new district applies to similarly-situated property City-Wide or Developer gives its prior written consent to or requests the proceedings.

Section 3.12.3 Permitted Assessments. Nothing in this Agreement limits the City's ability to impose new or increased taxes or special assessments, any equivalent or substitute tax or assessment, or assessments for the benefit of business improvement districts or community benefit districts, in any event formed by a vote of the affected property owners.

Section 3.13 PG&E Sub-Area. Notwithstanding anything to the contrary herein, the PG&E Sub-Area, as shown in Exhibit A-2, is not subject to the terms of this Agreement unless and until PG&E or a subsequent fee owner of the PG&E Sub-Area executes a joinder to this Agreement substantially in the form attached hereto related to the PG&E Sub-Area or a portion thereof, in which case such Person shall be "Developer" hereunder with respect to the PG&E Sub-Area or such portion and the PG&E Sub-Area or such portion shall constitute "Developer Property" applicable to such Person.

Section 3.14 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement, all to the extent required thereunder.

Section 3.15 Public Power. The Parties agree that SFPUC and Developer satisfied the requirements of Chapter 99 of the Administrative Code following the Original Reference Date. Developer delivered the Project information required for the SFPUC to determine the feasibility of SFPUC providing electric service to the Project Site and the SFPUC determined that such service is infeasible.

Section 3.16 Utility Yard. If the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) reasonably determines that a portion of such Development Phase is required (and will be used) for a Utility Yard, then such Developer may notify the City thereof in writing. Effective as of the date that is thirty (30) days after the delivery of such notice this Agreement shall terminate with respect to such portion (and, for the avoidance of doubt, such portion shall not be part of the Project Site hereunder).

Section 3.17 Fair Share. Consistent with section 14.4.1.1 of the Infrastructure Plan, the Project has constructed an alternate sanitary sewer connection that eliminated the need for a pump station at Block 9 on the Project. Pier 70 Developer and the Port will be building in Phase 3 of the adjacent Pier 70 project a relocated 20th Street pump station for SFPUC that, with upgrades, will accommodate the sanitary sewer flows from the Project. SFPUC has reached agreement with Pier 70 Developer and the Port for provision of these upgrades. Developer has agreed to pay its fair share of the cost of the upgrades and related costs under that certain Cost Sharing Agreement for 20th Street Pump Station Improvements and Associated Infrastructure between Developer and Pier 70 Developer, dated May 21, 2024.

Section 3.18 Waiver of State Density Bonus Law; and Similar State and Local Laws Allowing Additional Residential and/or Non-Residential Density and Modifications to Development Requirements. The Parties acknowledge that various state and local laws, including the State Density Bonus Law (California Government Code § 65915 et seq), the Affordable Housing Bonus Program (Planning Code section 206 et seq.), and Planning Code section 207, as they may be amended from time to time, generally allow additional residential and/or non-residential density and modifications to development requirements for residential or mixed-use developments in exchange for the inclusion of a percentage of on-site below market rate units, or the dedication of land suitable for the construction of on-site affordable housing units. By entering into this Agreement, and adopting the Project SUD, Zoning Map amendments, and the Design for Development, the City is allowing significantly more development than what is allowed under the zoning existing as of the Original Reference Date and more that what would be allowed under the zoning existing as of the Original Reference Date in conjunction with the State Density Bonus Law, Affordable Housing Bonus Program or any other state or local development bonus program; likewise, Developer is providing on-site affordable housing in amount greater than required to receive such bonuses, as set forth in the Housing Plan.

By entering into this Agreement, Developer is voluntarily and intentionally waiving its ability to use the State Density Bonus program, the Affordable Housing Bonus Program, Planning Code section 207, as they may be amended from time to time, or any other process or mechanism allowed under state or local law now or in the future to increase, modify, expand or change the amount of and design for development, both residential and non-residential, on the Project Site as described in and regulated by this Agreement, Project SUD, Zoning Map amendments, and Design for Development. Developer is agreeing to pursue development on the Project Site solely within the regulatory framework of the Project SUD, Zoning Map amendments, and the Design for Development, with the understanding that the only allowed modifications, exceptions and variances to the Project are those pursuant to the parameters and processes explicitly established in this Agreement and the Project SUD for such modifications and changes. The City would not be entering into this Agreement and approving the Project, including the Project SUD, Zoning Map amendments, and Vested Elements, were Developer to be able to use any other development bonus in conjunction therewith, and have negotiated the public benefits, including affordable housing and other provisions of this Agreement, based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and the Design for Development as adopted, inclusive of the modification processes allowed therein and any amendments to the Project SUD and the Design for Development as may be approved in the future by the City.

ARTICLE 4
PUBLIC BENEFITS; DEVELOPER OBLIGATIONS AND CONDITIONS TO DEVELOPER'S PERFORMANCE

Section 4.1 Community Benefits Exceed Those Required by Existing Ordinances and Regulations. The Parties acknowledge and agree that the development of the Project in accordance with this Agreement provides a number of public benefits to the City beyond those achievable through Laws in effect on the Original Reference Date, including the Associated Community Benefits. The City acknowledges and agrees that a number of the Associated Community Benefits would not be otherwise achievable without the express agreement of Developer under this

Agreement. Developer acknowledges and agrees that, as a result of the benefits to Developer under this Agreement, Developer has received good and valuable consideration for its provision of the Associated Community Benefits, and that the City would not be willing to enter into this Agreement without the Associated Community Benefits. Each component of the Public Improvements and the Privately-Owned Community Improvements (including the Parks and Open Spaces) and the affordable housing under the Housing Plan (each, an "**Associated Community Benefit**") is tied to the construction of a specific Development Phase and/or Building under the Phasing Plan and the Housing Plan (and references herein to being "tied" to a Development Phase or Building shall be as set forth in such Plan Documents). The timing for delivery of the Associated Community Benefits shall be as set forth in the Phasing Plan.

Section 4.2 Associated Community Benefits. As part of its development of the Project hereunder, Developer shall provide the Associated Community Benefits identified in the following attachments to this Agreement as and to the extent required hereunder and thereunder:

(a) the Infrastructure Plan (including all of the Public Improvements and all of the Privately-Owned Community Improvements);

(b) the Phasing Plan;

(c) the Housing Plan;

(d) the Transportation Plan;

(e) the Design for Development; and

(f) the Workforce Agreement.

Section 4.3 Conditions to Performance of Associated Community Benefits. Except to the extent expressly stated otherwise in an applicable Plan Document, Developer's obligation to perform each Associated Community Benefit is expressly conditioned upon each and all of the following conditions precedent:

(a) The Development Phase Approval to which the Associated Community Benefit is tied (or of which the applicable Building is a part) shall have been Finally Granted;

(b) Developer shall have obtained all Later Approvals required to Commence Construction of the applicable Development Phase and/or Building to which the Associated Community Benefit is tied, and such Later Approvals shall have been Finally Granted, except to the extent that such Later Approvals have not been obtained or Finally Granted due to the failure of Developer to timely initiate and then diligently and in good faith pursue such Later Approvals; and

(c) Developer has elected to Commence Construction and pursue to Completion a particular portion of the Project to which the Associated Community Benefit is tied.

Section 4.4 No Additional CEQA Review or General Plan Consistency Findings Required. The Parties acknowledge that: (i) the FEIR and Addendum comply with CEQA and that the Project is consistent with the General Plan; and (ii) the FEIR and the MMRP are intended to be used in connection with each of the Later Approvals to the extent appropriate and permitted under Law. The City shall rely on the FEIR, to the greatest extent possible in accordance with Laws, in all future discretionary actions related to the Project; provided, however, nothing in this Agreement shall limit the discretion of the City to conduct additional environmental review in connection with any Later Approvals to the extent that such additional environmental review is required by Laws, including CEQA, or the ability of the City to impose conditions on any discretionary actions relating to a Material Change, including conditions determined by the City to be necessary to mitigate adverse environmental impacts of the Material Change. The Parties further acknowledge that:

(a) the FEIR and Addendum contain a thorough analysis of the Project and possible alternatives;

(b) the Mitigation Measures have been adopted to eliminate or reduce to an acceptable level certain adverse environmental impacts of the Project;

(c) the Board of Supervisors adopted the CEQA Findings, including a statement of overriding considerations, in connection with the Approvals, pursuant to CEQA Guidelines Section 15093, for those significant impacts that could not be mitigated to a less than significant level. The Board of Supervisors also adopted the CEQA Addendum Findings in connection with the changes to the Project since the Original Reference Date that are effectuated through this Agreement. Accordingly, the City does not intend to conduct any further environmental review or mitigation under CEQA for any aspect of the Project vested under this Agreement; and

(d) the New General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Approvals in effect as of the A&R Reference Date. To the maximum extent feasible, the Planning Department shall rely exclusively on the New General Plan Consistency Findings when processing and reviewing all Later Approvals, including schematic review under the Project SUD, proposed Subdivision Maps and any other actions related to the Project requiring General Plan determinations; provided that Developer acknowledges that the New General Plan Consistency Findings do not limit the City's discretion in connection with any Later Approval that requires new or revised General Plan consistency findings because of amendments to any Initial Approval or Material Changes or that is analyzed in the context of a future General Plan amendment that is a non-conflicting New City Law.

Section 4.5 Compliance with CEQA Mitigation Measures. Developer shall comply with all Mitigation Measures except for any Mitigation Measures that are expressly identified as the responsibility of a different Person. Without limiting the foregoing, Developer shall be responsible for compliance with all Mitigation Measures identified in the MMRP as the responsibility of the "project sponsor" but not for Mitigation Measures identified in the MMRP as the obligation of the "City." To the extent necessary, Developer shall incorporate the applicable requirements of the MMRP into any sale of all or part of the Project Site to any Transferee.

Section 4.6 Sidewalks and Streets. By entering into this Agreement, the City has reviewed and approved the general right of way configurations with respect to location and relationship of major elements, including curbs, bicycle facilities, parking, loading areas, and landscaping, as set forth in the Infrastructure Plan and the Design for Development, as consistent with the City's central policy objective to ensure street safety for all users while maintaining adequate clearances, including for public utilities and fire apparatus vehicles. Nothing in this Section 4.6 limits the SFPUC's and/or Public Works's right to object to the width of any right of way if, after receiving detailed design documents and/or construction documents, the SFPUC or Public Works determines that the required infrastructure cannot be installed to Applicable Standards in the proposed right of way. No City Agency with jurisdiction may object to a Later Approval based upon the proposed right of way configuration, unless such objection is based upon the applicable City Agency's reserved authority to review engineering design or other authority under State law. In the case of such objection, then within ten (10) business days of the objection being raised (whether raised formally or informally), representatives from Developer, Public Works, the Planning Department and the objecting City Agency shall meet and confer in good faith to attempt to find a mutually satisfactory resolution to the objection. If the matter is not resolved within twenty (20) days following the objection, then the Planning Director shall notify the Clerk of the Board of Supervisors and the members of the Board of Supervisors' Land Use and Transportation Committee. The City Agencies and Developer agree to act in good faith to resolve the matter quickly and in a manner that does not conflict with the Applicable Standards. For purposes of this Section, "engineering design" means professional engineering work as set forth in the Professional Engineers Act, California Business and Professions Code sections 6700 *et seq*.

Section 4.7 Nondiscrimination. In the performance of this Agreement, Developer agrees not to discriminate against any employee, City 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.

Section 4.8 City Cost Recovery

Section 4.8.1 Developer shall timely pay to the City all Applicable Impact Fees and Exactions as set forth in Section 5.8.

Section 4.8.2 Developer shall timely pay to the City all Processing Fees applicable to the processing or review of applications for (and issuing) the Approvals, as more particularly described in Section 5.8.3.

Section 4.8.3 Developer shall pay to the City all City Costs incurred in connection with the drafting and negotiation of this Agreement, processing and issuing any Later Approvals or administering this Agreement, within sixty (60) days following receipt of a written invoice complying with Section 4.8.4 from the City.

Section 4.8.4 OEWD shall provide Developer on a quarterly basis (or such alternative period as agreed to by the Parties) a reasonably detailed statement showing City Costs incurred by OEWD, the City Agencies, and the City Attorney's Office, including the hourly rates for each City staff member applicable at the time the City Cost was incurred, the total number of hours spent by each City staff member on the tasks during the invoice period, any additional costs incurred by the City Agencies and a non-privileged description of the work completed (provided, for the City Attorney's Office, the billing statement will be reviewed and approved by OEWD for reasonableness and accuracy, but the invoice forwarded to Developer shall include only a summary of the hours billed per attorney during the invoiced period, the applicable billing rates, and a brief and general non-confidential description of the subject matter of the work performed, without specifying the number of hours for each subject matter, including the Development Parcel and/or Development Phase for which such work was performed). OEWD will use reasonable efforts to provide an accounting of time and City Costs from the City Attorney's Office and each City Agency in each invoice; provided, however, if OEWD is unable to provide an accounting from one or more of the City Agencies, then OEWD may send an invoice to Developer that does not include the charges of such City Agencies without losing any right to include such charges in a future or supplemental invoice but subject to the twelve (12) month deadline set forth below in this Section 4.8.4. Developer's obligation to pay the City Costs incurred prior to the date of termination shall survive the termination of this Agreement. Developer shall have no obligation to reimburse the City for any City Cost that is not invoiced to Developer within twelve (12) months from the date the City Cost was incurred. The City shall maintain records, in reasonable detail, with respect to any City Costs and, upon written request of Developer and to the extent not confidential, shall make such records available for inspection by Developer. If Developer in good faith disputes any portion of an invoice, then within sixty (60) days following Developer's receipt of the invoice, Developer shall provide notice of the amount disputed and the reason for the dispute, and the Parties shall use good faith efforts to reconcile the dispute as soon as practicable. Developer shall have no right to withhold payment of disputed amounts pending resolution of the dispute. If any dispute is not resolved within ninety (90) days following Developer's notice to the City of the dispute, Developer may pursue all remedies available at law or in equity to recover the disputed amount, and, to the extent the Parties determine through the dispute resolution process described above, or other final determination in law or equity, that any disputed amount was not properly chargeable to Developer, Developer shall be entitled, at its election, to either (i) reimbursement of such amount within sixty (60) days after such determination or (ii) a credit against future City Cost invoices in the amount of such overpayment.

Section 4.8.5 For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), then each Person that is Developer shall be responsible only for City Costs applicable to such Developer and shall not be responsible for City Costs applicable to any other Person that is Developer and City Costs invoiced to any Person that is Developer shall be made without duplication.

Section 4.9 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all

workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be (i) paid not less than the Prevailing Rate of Wages as defined in Labor and Employment Code section 101.1 and established under Labor and Employment Code section 103.2, (ii) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in the City in Articles 101 through 107 of the Labor and Employment Code, and (iii) employ apprentices in accordance with Labor and Employment Code section 104.1. Any contractor or subcontractor constructing Public Improvements must make certified payroll records and other records required under Labor and Employment Code section 103.3(e) available for inspection and examination by the City with respect to all workers performing covered labor. The City's Office of Labor Standards Enforcement ("**OLSE**") enforces applicable labor Laws on behalf of the City, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, all to the extent required hereunder and as more particularly described in the Workforce Agreement. The Parties acknowledge that the Project has been certified as an Environmental Leadership Development Project pursuant to AB 900 and accordingly as of the Original Reference Date is required to pay prevailing wages to the extent required under section 21183(b) of the Public Resources Code. OLSE may enforce the prevailing wage requirements of section 21183(b) of the Public Resources Code to the extent required by State Law or pursuant to an agreement approved by the California Labor Commission in a form that is generally applicable to Environmental Leadership Development Projects located in the City.

Section 4.10 Indemnification of City. Developer shall indemnify, reimburse, and hold harmless the City and its officers, agents and employees (collectively, the "**City Parties**") from and, if requested, shall defend them against any and all loss, cost, damage, injury, liability, and claims (collectively, "**Losses**") arising or resulting directly or indirectly from any third party claim against any City Party arising from: (i) a Default by Developer under this Agreement; (ii) Developer's failure to comply with any Approval or Non-City Regulatory Approval; (iii) the failure of any improvements constructed pursuant to the Approvals to comply with any Applicable Standards, including Existing Standards; (iv) any accident, bodily injury, death, personal injury, or loss of or damage to property occurring on the Project Site (or the public right of way adjacent to the Project Site) in connection with the construction by Developer or its agents or contractors of any improvements pursuant to the Approvals or this Agreement; (v) a Third-Party Challenge; (vi) any dispute between Developer, on the one hand, and its contractors or subcontractors, on the other hand, relating to the construction of any part of the Project; and (vii) any dispute between or among any Person that is Developer or between any Person that is Developer and any subsequent owner of any of the Project Site in any case relating to any assignment of this Agreement or the obligations that run with the land, or any dispute between any Person that is Developer or any other Person relating to which Person is responsible for performing certain obligations under this Agreement; in any case: (a) (except as provided below) regardless of the negligence of and regardless of whether liability without fault is imposed or sought to be imposed on the City or any of the City Parties; and (b) except to the extent that (x) any of the foregoing indemnification, reimbursement, hold harmless and defense obligations is void or otherwise unenforceable under applicable Law, (y) any such Loss is the result of the negligence or willful misconduct of any of the City Parties, or (z) any such Loss is related to any Public Improvements (the indemnification obligations of which are as provided in the Public Improvement Agreement(s) as executed by the City and Developer). The foregoing indemnity shall include reasonable attorneys' fees and costs and the City's reasonable cost of investigating any such claims against the City or the City Parties.

All indemnifications set forth in this Section 4.10 shall survive until the expiration of the applicable statute of limitation or statute of repose. The indemnity requirements of the Public Improvement Agreements shall not conflict with the foregoing.

Section 4.10.1 Multiple Developers. For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), then each Person that is Developer shall be responsible only for the indemnification, reimbursement, hold harmless or defense obligations applicable to such Developer and shall not be responsible for the indemnification, reimbursement, hold harmless or defense obligations applicable to any other Person that is Developer.

Section 4.10.2 Indemnification Procedures. In the event of any action or proceeding subject to indemnification, reimbursement, hold harmless or defense under this Agreement, the Parties shall cooperate in defending against such action or proceeding. The City shall promptly notify Developer of any such action or proceeding instituted against the City. Developer shall assist and cooperate with the City at Developer's own expense in connection with any such action or proceeding. The City Attorney's Office may use its own legal staff or outside counsel in connection with defense of such action or proceeding, at the City Attorney's sole discretion. Developer shall reimburse the City for its actual costs incurred in defense of the action or proceeding, including the time and expenses of the City Attorney's Office (at the non-discounted rates then charged by 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) in the event of any Third-Party Challenge, Developer may elect to terminate this Agreement by written notice thereof to the City, and the Parties will thereafter seek to have the Third-Party Challenge dismissed. Developer shall have no obligation to reimburse any City costs incurred after the date of dismissal. The filing of any third party action or proceeding shall not delay or stop the development, processing, or construction of the Project or the issuance of Later Approvals unless the third party obtains a court order preventing the activity.

ARTICLE 5
VESTING AND CITY OBLIGATIONS

Section 5.1 Vested Rights. By the Approvals, the City has made a policy decision that the Project, as described in and as may be modified in accordance with the Approvals, is in the best interests of the City and promotes the public health, safety and general welfare. Developer shall have the vested right to develop the Project as set forth in this Agreement, including with the following vested elements: the locations and numbers of Buildings proposed, Infrastructure, land uses and parcelization, height and bulk limits, including the maximum density, intensity and gross square footages, permitted uses, provisions for open space, vehicular access and parking (collectively, the "**Vested Elements**"; provided the Existing Uses on the Project Site shall also be included as Vested Elements). The Vested Elements are subject to and shall be governed by Applicable Standards. The expiration of any building permit or Approval shall not limit the Vested Elements, and Developer shall have the right to seek and obtain subsequent building permits or approvals, including Later Approvals, at any time during the Term, any of which shall be governed by Applicable Standards.

Section 5.2 Existing Standards. The City shall process, consider, and review all Later Approvals in accordance with (i) the Approvals, (ii) the General Plan, (iii) the 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 Original Reference Date (collectively, "**Existing Standards**"), as the same may be amended or updated in accordance with permitted New City Laws as set forth in Section 5.7, (iv) California and federal law, as applicable, and (v) this Agreement, including the Plan Documents (collectively, "**Applicable Standards**"). The A&R Enacting Ordinance contains express waivers and amendments to Chapter 56 consistent with this Agreement.

Section 5.3 Waiver of Subdivision and Public Works Codes. Nothing in this Agreement, including the Infrastructure Plan, constitutes an implied waiver or implied exemption of the Subdivision Code or the Public Works Code. The City acknowledges that the Project as shown in the Infrastructure Plan obviously requires certain exceptions from the Subdivision Regulations listed in Exhibit Y, some of which are required to effectuate the Better Streets Plan. The City (including Public Works) agrees to grant any waivers or exceptions listed in Exhibit Y. For any waiver or exemption not listed in Exhibit Y, Developer shall comply with the City's existing processes to seek any necessary waivers or exemptions. The City's failure to enforce any part of the Subdivision Code or Public Works Code shall not be deemed a waiver of its right to do so thereafter, but it shall not override the Approvals standards set forth in Sections 3.2.6, 5.2, 5.4, and 5.5.

Section 5.4 Criteria for Later Approvals. Developer shall be responsible for obtaining all Later Approvals required to Commence Construction of any Building, Infrastructure or Parks and Open Spaces before Commencing Construction thereof. The City, in granting the Approvals and vesting the Project through this Agreement, is limiting its future discretion with respect to Later Approvals to the extent that they are consistent with the Approvals and the Plan Documents. The City shall not disapprove applications for Later Approvals or require any revisions to such applications based upon an item or element that conforms to and/or is consistent with the Approvals and the Plan Documents, or impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the Approvals, and shall consider all such applications in accordance with its customary practices (but subject to the requirements of this Agreement). The City may subject a Later Approval to any condition that is necessary to bring the Later Approval into compliance with the Applicable Standards. For any part of a Later Approval request that has not been previously reviewed or considered by the applicable City Agency (such as additional details or plans), the City Agency shall exercise its discretion consistent with the Applicable Standards and otherwise in accordance with City's customary practice (but subject to the requirements of this Agreement). Nothing in this Agreement shall preclude the City from applying New City Laws for any development not within the definition of the "Project" under this Agreement. The Parties acknowledge that certain Later Approvals issued by the City may contain rights and obligations that survive the expiration or termination of this Agreement, including notices of special restrictions, encroachment permits, and similar instruments. The Parties intend that any such surviving rights and obligations remain consistent with the purposes of this Agreement and continue to apply on substantially the same terms both during and after the Term. The Parties further acknowledge, however, that a Later Approval may provide that, following the expiration or termination of this Agreement, compliance with such surviving rights and obligations shall be enforced through the remedies and enforcement mechanisms otherwise applicable to such

Later Approval under then-applicable laws, regulations, and ordinances rather than through the provisions of this Agreement.

Section 5.4.1 Notice of Special Restrictions for Privately-Owned Public Open Spaces. Any notice of special restrictions required by the City to ensure public access to Privately-Owned Public Open Spaces shall be in the form attached as Exhibit L-4.

Section 5.5 Building Code Compliance.

Section 5.5.1 City-Wide Building Codes. Except as otherwise provided herein, when considering any application for a Later Approval, the City or the applicable City Agency shall apply the applicable provisions, requirements, rules, or regulations (including any applicable exceptions) that are contained in the San Francisco Building Codes, including the Public Works Code, Subdivision Code, Mechanical Code, Electrical Code, Green Building Code, Housing Code, Plumbing Code, Fire Code, Port Code or other uniform construction codes applicable on a City-Wide basis. Any structures on private lands or non-private Port lands within the Port's jurisdiction boundary are to be permitted pursuant to the Interagency Permitting MOU.

Section 5.5.2 Applicability of Utility Infrastructure Standards. The City shall not be precluded from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval so long as such standards and laws: (i) are applied City-Wide and are compatible with, and would not require a material modification to previously approved plans for the work (e.g., changes that would involve the redesign of plans or documents that were previously approved, including street improvement permits and master utility plans), or (ii) are compatible with, and would not require any retrofit, material modification (including construction of new supplementary systems or improvements), removal, reconstruction or redesign of what was previously built as part of the Project. If Developer claims that the City's request for changes to design or construction documents violates the preceding sentence, it will submit to the City reasonable documentation to substantiate its claim, including bids, cost estimates, or other supporting documentation. The Parties agree to meet and confer for a period of not less than thirty (30) days to resolve any dispute regarding application of this Section 5.5.2. If the Parties do not agree following the meet and confer period, Developer may seek judicial relief for any City violation of the limitations imposed by this Section 5.5.2.

Section 5.6 Denial of a Later Approval. If the City denies any application for a Later Approval, the City must specify in writing the reasons for such denial and shall suggest modifications required for approval of the application. Any such specified modifications shall be consistent with Applicable Standards, and City staff shall approve the application if it is subsequently resubmitted for City review and corrects or mitigates, to the City's reasonable satisfaction, the stated reasons for the earlier denial in a manner that is consistent and compliant with Applicable Standards 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.

Section 5.7 New City Laws. All future changes to Existing Standards and any other Laws, plans or policies adopted by the City or adopted by voter initiative after the Original Reference Date ("**New City Laws**") shall apply to the Project and the Project Site except to the extent they conflict with this Agreement or the Approvals. In the event of such a conflict, the terms

of this Agreement and the Approvals shall prevail, subject to the terms of Section 5.9. All references to any part of the Municipal Code in this Agreement shall mean that part of the Municipal Code (including the Administrative Code) in effect on the Original Reference Date, with such changes and updates as are adopted from time to time, except to the extent they conflict with this Agreement or the Approvals as set forth in Section 5.7.1. Notwithstanding the foregoing, all references to the Labor and Employment Code in Section 4.9 shall mean that part of the Labor and Employment Code in effect on the A&R Reference Date.

Section 5.7.1 Conflicts. New City Laws shall be deemed to conflict with this Agreement and the Approvals if they:

(a) limit or reduce the density or intensity of the Project, or any part thereof, or otherwise require any reduction in the square footage or number of proposed Buildings (including the number of residential dwelling units) or change the location of proposed Buildings or change or reduce other improvements from those permitted under the Approvals or the Plan Documents;

(b) limit or reduce the height or bulk of the Project, or any part thereof, or otherwise require any reduction in the height or bulk of individual Buildings or other improvements from those permitted under the Approvals or the Plan Documents;

(c) limit, reduce or change the amounts of parking and loading spaces or location of vehicular access, parking or loading from those permitted under the Approvals or the Plan Documents, except as provided in the Transportation Plan;

(d) limit any land uses for the Project from those permitted under the Approvals, the Plan Documents or the Existing Uses;

(e) limit, control or delay in more than an insignificant manner the rate, timing, phasing, or sequencing of the approval, development, or construction of all or any part of the Project, including the demolition of existing buildings at the Project Site, except as expressly set forth in this Agreement;

(f) require the issuance of permits or approvals by the City other than those required under the Existing Standards, except for (i) permits or approvals required on a City-Wide basis that relate to construction of improvements and do not prevent construction of the applicable aspects of the Project that would be subject to such permits or approvals as and when intended by this Agreement, and (ii) permits that replace (but don't expand the scope or purpose of) existing permits;

(g) materially limit the availability of public utilities, services or facilities, or any privileges or rights to public utilities, services, or facilities for the Project; not including the City's ability to implement water rationing standards to implement other sustainability measures, including requirements for all electric power for buildings within the Project;

(h) control commercial or residential rents or purchase prices charged within the Project or on the Project Site, except as such imposition is expressly required by this Agreement;

(i) materially and adversely limit the processing or procuring of applications and approvals of Later Approvals that are consistent with Approvals;

(j) increase the percentage of required affordable or BMR Units, change the AMI percentage levels for the affordable housing pricing or income eligibility, change the rate or method of calculation for the Power Station In-Lieu Fee (as defined in the Housing Plan), change the requirements regarding unit size, finishes, or unit type, control or limit home owner association or common area dues or amenity charges, or increase the amount or change the configuration of required open space;

(k) impose new or modified Impact Fees and Exactions other than as permitted under Section 5.8;

(l) require modifications to existing or proposed Infrastructure, except to the extent not precluded under Section 5.5.2;

(m) alter the definition of Gross Floor Area;

(n) impose requirements for the historic preservation or rehabilitation of Buildings or landscapes other than those contained in the Design for Development;

(o) change, impede, control or delay any rights or obligations under, or the implementation or enforcement of, the Financing Plan, EIFD Acquisition and Financing Agreement, or Acquisition and Reimbursement Agreement, including related to the issuance of bonds or reimbursement of Developer; or

(p) impose requirements for the maintenance, use, and operation of open spaces and privately-owned streets other than the Regulations specified in Exhibit L-2 and L-3, or otherwise materially impede, control, or delay Developer's and Master Association's rights under such Regulations.

The foregoing is not an exclusive list of New City Laws that may be deemed to conflict with this Agreement and the Approvals. The City acknowledges that the prohibition against the imposition of conflicting New City Laws is a principal component of Developer's consideration for this Agreement and the purpose of the state law authorizing the City to enter into development agreements, and that Developer would not have entered into this Agreement but for these protections. The Parties further acknowledge that the economic feasibility of the Project and Developer's willingness to undertake the Project depend upon a predictable and stable legal and regulatory framework that enables Developer to reasonably project the costs to develop and operate the Project.

Section 5.7.2 Subdivision. Developer shall have the right, from time to time and at any time, to file Subdivision Map applications (including phased final map applications and development-specific condominium map or plan applications) with respect to some or all of the

Project Site, and shall subdivide, reconfigure, or merge parcels within the Project Site as required to Complete any portion of the Project before Commencing Construction of such portion. The specific boundaries of parcels shall be set by Developer and approved by the City during the subdivision process. 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 Subdivision Map Act 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 Applicable Standards.

Section 5.7.3 Developer Election of New City Law. Developer may elect to have a New City Law that conflicts with this Agreement applied to the Project (or any portion thereof) or the Project Site (or any portion thereof) by giving the City written notice of its election to have such New City Law applied, in which case such New City Law shall be deemed to be an Existing Standard as to the Project (or portion thereof) or the Project Site (or portion thereof), as applicable, as of the date of such election; provided, however, that if the application of the New City Law would be a Material Change to the City's obligations under this Agreement, the application of the New City Law shall require the concurrence of any affected City Agencies; provided, however, that Developer may not elect to have a New City Law applied to the Project if the application of the New City Law would result in a reduction in the Associated Community Benefits.

Section 5.7.4 Designation of Additional Inclusionary Units. Notwithstanding any other provision of the Housing Plan or this Agreement, Developer shall have the right to restrict the rental or sales price of a Residential Unit (as defined in the Housing Plan) to an amount that qualifies as a below market rate unit under the Project SUD (an "**Additional BMR Unit**"), or to pay the Affordable Housing Fee as defined by Planning Code section 415 *et seq*. For purposes of clarity, any Additional BMR Units are not subject to the Interim Completion Requirements or Final Completion Requirements (both as defined in the Housing Plan) and accordingly will be in addition to the affordable housing requirements of this Agreement. To the extent that New City Laws do not conflict with this Agreement or Developer elects to have a New City Law that conflicts with this Agreement applied to the Project, and such New City Law requires Developer to provide a certain number of dwelling units that are restricted to certain rental amounts or sales prices or to pay the Affordable Housing Fee or another amount in order to obtain a benefit from or otherwise satisfy a condition of such New City Law (e.g., to obtain a land use entitlement or other Approval to construct all or a portion of the office or other improvements of the Project) (a "**New Proportionality Requirement**"), then Developer may elect to satisfy such New Proportionality Requirement by paying such amounts or providing additional affordable housing units than required under this Agreement, and, to the extent required by such New Proportionality Requirement, upon such election the New Proportionality Requirement shall be deemed a requirement of this Agreement.

Section 5.8 Impact Fees and Exactions.

Section 5.8.1 Generally. The Project shall only be subject to the Processing Fees and Impact Fees and Exactions as set forth in this Section 5.8, and the City shall not impose any new Processing Fees or Impact Fees and Exactions on the Project or impose new fees or exactions for the right to develop the Project (including required contributions of land, public amenities, or services). The Parties acknowledge that the provisions contained in this Section 5.8 are intended

to implement the intent of the Parties that Developer shall have the right to develop the Project pursuant to specified and known criteria and rules, and that the City shall 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.

Section 5.8.2 Impact Fees and Exactions. The only Impact Fees and Exactions that will apply to the Project shall be the Impact Fees and Exactions listed on Exhibit P (the "**Applicable Impacts Fees and Exactions**"). The rates of the Applicable Impact Fees and Exactions as applied shall be subject to annual escalation in accordance with the methodology currently (as of the A&R Reference Date) provided in Planning Code section 409. The rate of any Applicable Impact Fee or Exaction payable for a Building shall be determined at the time the Design Review Application for such Building is approved by the City, and after such approval the City shall not increase such rate including by any annual escalation under Section 409. The City shall calculate the total payable amount of each Applicable Impact Fee and Exaction by multiplying the applicable fee rate to the net new Gross Floor Area of the subject Building prior to issuance of the First Construction Document for such Building. Developer shall pay such amount prior to the issuance of such First Construction Document, except that Developer may defer payment of eighty-five percent (85%) of such fee to prior to the issuance of the Building's first certificate of occupancy. The City shall assess Impact Fees and Exactions only against the net new Gross Floor Area for each use at the Project Site.

Section 5.8.3 Processing Fees. Developer shall pay all Processing Fees in effect, on a City-Wide basis, at the time that Developer applies for a Later Approval for which such Processing Fee is payable in connection with the applicable part of the Project.

Section 5.9 Changes in Federal or State Laws.

Section 5.9.1 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 a Later Approval or to adopt a New City Law applicable to the Project so long as such condition or denial or new regulation (i)(a) 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 (b) is required to comply with such changes in Federal or State Law, and in each case not for independent discretionary policy reasons that are inconsistent with the Approvals or this Agreement, and (ii) 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 the Public Health and Safety Exception or the Federal or State Law Exception. If the Parties are not able to reach agreement on such dispute following a reasonable meet and confer period, then Developer or City may seek judicial relief with respect to the matter.

Section 5.9.2 Changes in Federal or State Laws. If Federal or State Laws issued, enacted, promulgated, adopted, passed, approved, made, implemented, amended or interpreted after the Original Reference 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 under this Agreement, then 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 5.9.4, as applicable.

Section 5.9.3 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 that would affect the interpretation or enforceability of this Agreement, increase the obligations or diminish the rights of Developer hereunder or increase the obligations of 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.

Section 5.9.4 Effect on Agreement. If any of the modifications, amendments or additions described in this Section 5.9 would materially and adversely affect the construction, development, use, operation, or occupancy of the Project as contemplated by the Approvals, or any material portion thereof, such that the Project, or the applicable portion thereof becomes 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 this Section 5.9 would materially and adversely affect or limit the Associated Community 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 this Section 5.9.4, the Parties agree to meet and confer in good faith for a period of not less than sixty (60) days in an attempt to resolve the issue. If the Parties cannot resolve the issue in sixty (60) 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 either Party shall have the right to seek available remedies at law or in equity to maintain the benefit of the bargain or alternatively to terminate this Agreement if the benefit of the bargain cannot be maintained in light of the Law Adverse to Developer or Law Adverse to the City.

Section 5.10 No Action to Impede Approvals. Except and only as required under Section 5.8, the City shall take no action under this Agreement nor impose any condition on the Project that would conflict with this Agreement or the Approvals. An action taken or condition imposed shall be deemed to be in conflict with this Agreement or the Approvals if such actions or conditions result in the occurrence of one or more of the circumstances identified in Section 5.7.1.

Section 5.11 Estoppel Certificates. Developer may, at any time, and from time to time, deliver notice to the Planning Director requesting that the Planning Director certify to Developer,

a potential Transferee, a Mortgagee or a potential Mortgagee, in writing that to the best of the Planning Director's 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, and if so amended or modified, identifying the amendments or modifications and stating their date and providing a copy or referring to the recording information; (iii) Developer is not in breach of the performance of its obligations under this Agreement, or if in breach, describing the nature and amount of any such breach; and (iv) the findings of the City with respect to the most recent annual review performed pursuant to Section 8.1. The Planning Director, acting on behalf of the City, shall execute and return such certificate within forty-five (45) days following receipt of the request.

Section 5.12 Existing, Continuing Uses and Interim Uses. The Parties acknowledge that the Existing Uses are lawfully authorized uses and may continue as such uses may be modified by the Project, provided that any modification thereof not a component of or contemplated by the Project is subject to Planning Code section 178 and the applicable provisions of Article 5. Developer may install interim or temporary uses on the Project Site, which uses must be consistent with those uses allowed under the Project's zoning and the Project SUD.

Section 5.13 Costa-Hawkins Rental Housing Act.

Section 5.13.1 Non-Applicability of Costa-Hawkins Act to BMR Units. Chapter 4.3 of the California Government Code directs public agencies to grant concessions and incentives to private developers for the production of housing for lower income households. The Costa-Hawkins Rental Housing Act, California Civil Code sections 1954.50 et seq. (the "**Costa-Hawkins Act**") and Administrative Code section 37.2(r)(5) provide for no limitations on the establishment of the initial and all subsequent rental rates for a dwelling unit that meets the definition of new construction, with exceptions, including an exception for dwelling units constructed pursuant to a contract with a public agency in consideration for a direct financial contribution or any other form of assistance specified in Chapter 4.3 of the California Government Code (section 1954.52(b)). Based upon the language of the Costa-Hawkins Act and the terms of this Agreement, the Parties agree that the Costa-Hawkins Act and section 37.2(r)(5) do not and in no way shall limit or otherwise affect the restriction of rental charges for the BMR Units. This Agreement falls within the express exception to the Costa-Hawkins Act, Section 1954.52(b) 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) for the reasons set forth in this Section 5.13.

Section 5.13.2 General Waiver Regarding BMR Units. Developer, on behalf of itself and all of its successors and assigns of all or any portion 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 BMR Units under the Costa-Hawkins Act or section 37.2(r)(5) (as they may be amended or supplanted from time to time). If and to the extent such general covenants and waivers are not enforceable under Law, 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

Developer challenges the application of this covenant and waiver, then such breach will be a Default and City shall have the right to terminate this Agreement as to the portion of the Project under the ownership or control of Developer.

Section 5.13.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.13 in any and all Assignment and Assumption Agreements for any portions of the Project Site that include or will include BMR Units.

Section 5.14 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 or initiate proceedings for any new or increased special tax or special assessment for a land-secured financing district (excluding the Project Special Taxes under the CFD Act contemplated by this Agreement and excluding business improvement districts or community benefit districts formed by a vote of the affected property owners) that includes the Project Site unless the new district is City-Wide, or Developer gives its prior written consent to or requests such proceedings, (ii) Developer and the City shall not take any other action that is inconsistent with the Financing Plan without the other Party's consent, and (iii) no such tax or assessment shall be targeted or directed at the Project, including any tax or assessment targeted or directed solely at all or any part of the Project Site. Nothing in the foregoing prevents the City from imposing any tax or assessment against the Project Site, or any portion thereof, that is enacted in accordance with Law and applies to all similarly-situated property on a City-Wide basis.

ARTICLE 6
NO DEVELOPMENT OBLIGATION

Section 6.1 No Development Obligation. There is no requirement that Developer initiate or complete development of the Project, or that Developer do so within any period of time or in any particular order, all subject to the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied. The development of the Project is subject to numerous factors that are not within the control of Developer or the City, including the Development Considerations. Except as expressly required by this Agreement, the City acknowledges that Developer may develop the Project in such order and at such rate and times as Developer deems appropriate within the exercise of its sole and subjective business judgment. In *Pardee Construction Co. v. City of Camarillo*, 37 Cal.3d 465 (1984), the California Supreme Court ruled that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development and controlling the parties' agreement. It is the intent of the Parties to avoid such a result by acknowledging and providing for the timing of development of the Project in the manner set forth herein. Accordingly, the Parties agree that except for the construction phasing required by Section 3.2, the requirement to provide the Associated Community Benefits in accordance with this Agreement if Developer elects to Commence Construction and pursue to Completion a particular portion of the Project to which such Associated Community Benefit is tied, the Mitigation Measures and any express construction dates set forth in a Later Approval, (i) 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 sole and subjective business

judgment, and (ii) such right is consistent with the intent, purpose and understanding of the Parties, and that without such right, Developer's development of the Project would be subject to the uncertainties sought to be avoided by the Development Agreement Statute, Chapter 56 and this Agreement; provided, however, the Housing Plan requires that Development Phase 1 includes affordable units built on the Project Site, either by construction of Inclusionary Units or by 100% Affordable Units located (as defined in the Housing Plan) on the Project Site. Notwithstanding the foregoing, the City retains authority to reject any Developer request for temporary or interim Public Improvements or deferral of the construction of the permanent Public Improvements and can require permanent Public Improvements with each Development Phase. Additionally, there are certain obligations under the Port Lease that allow for termination of the Port Lease if certain conditions are not met.

Section 6.2 Real Estate Transfers. Developer shall transfer certain real property to the City as generally shown on Exhibit Q. The City shall also have the right to accept from Developer temporary or permanent easements, as needed, in a form approved by the applicable City Agency and the City Attorney, for utility lines to be owned by the City. In addition, upon completion of the Public Improvements on Developer-owned property that will be owned, maintained and operated by the City, Developer shall transfer fee title to the underlying real property to the City when required under the applicable Public Improvement Agreement. The City shall accept such transfers, subject to this Section 6.2. Developer shall prepare all maps and legal descriptions as required to effectuate the proposed real estate transfers subject to the approval of the Director of Property (and, where applicable, the Public Works Director), which shall not be unreasonably withheld, conditioned or delayed. Following satisfaction of all conditions to closing, including the vacation and abandonment of any public rights and the relocation of any utilities in such real property, the City shall convey any real property to Developer, by quitclaim deed in the form attached as Exhibit T and Developer shall convey any real property to the City by grant deed in the form attached as Exhibit S. Except as otherwise provided herein, Developer shall accept any City property strictly in its "as is" condition, without representation or warranty and releases the City from any liability relating to the condition of the property. Each Party shall have the right to perform physical, title, and other customary due diligence before accepting title to transferred land and shall have the right to object to the condition of the property, including the environmental condition, in its sole discretion. It shall be a condition precedent to the City's acceptance of any real property hereunder that the City obtain title insurance, at Developer's sole cost, in form and from an issuer reasonably acceptable to the City in the amount of the fair market value of the land. Developer shall have the right, but not the obligation, to obtain title insurance for the real property that it accepts at Developer's sole cost. If the accepting Party objects to the condition of the real property, including any title exceptions, then the Parties shall meet and confer for a period of thirty (30) days, or such longer period as may be agreed to by the Parties, to try to reach a reasonable resolution. It is the Parties' intent that Developer shall pay all reasonable costs of remedying any objectionable property condition. If the Parties are not able to reach resolution, then neither Party shall be required to complete the real property transfer. As consideration for Developer transferring fee title to the streets within the Project Site to the City, the City shall issue to Developer, free of charge: (i) Major Encroachment Permits for any historic buildings on the Project Site that are retained by the Project and that encroach into such City-owned streets and (ii) Major Encroachment Permits for telecommunications, greywater, transportation, non-potable water system and/or other utilities or improvements to be owned and maintained by Developer and/or any of its successors or assigns and located within such City-owned streets. For the avoidance of

doubt, no Assignment and Assumption Agreement shall be required for the conveyance of any real property in the Project Site to the City and upon such conveyance this Agreement shall automatically terminate with respect to such property.

ARTICLE 7
MUTUAL OBLIGATIONS

Section 7.1 Notice of Completion or Termination. Within thirty (30) days after any termination of this Agreement in whole or in part in accordance with the terms hereof (as to all or any part of the Project Site, including in the event that a portion of the Project Site is required for a Utility Yard), the Parties agree to execute and deliver to one another a written statement acknowledging such termination in the form of Notice of Termination attached as Exhibit U, signed by the appropriate agents of the City and Developer, and record such instrument in the Official Records. In addition, within thirty (30) days after Developer's request, when one or more Development Phases (or any Building, Infrastructure, Parks or Open Space, Privately-Owned Community Improvements or Public Improvement within any Development Phase) and all of the Associated Community Benefits tied to such Development Phases (or component thereof) have been Completed, the City shall execute and deliver to Developer a written statement acknowledging such Completion in the form of Notice of Completion attached as Exhibit V and record such instrument in the Official Records. Following the recordation of any such instrument, the City shall provide a conformed copy thereof to Developer and any applicable Mortgagee.

Section 7.2 General Cooperation. The Parties agree to cooperate with one another and use diligent efforts to expeditiously implement the Project in accordance with the Approvals and this Agreement, and to undertake and complete all actions or proceedings reasonably necessary or appropriate to ensure that the objectives of this Agreement and the Approvals are implemented and to execute, with acknowledgment or affidavit if required, any and all documents and writings that may be necessary or proper to achieve the objectives of this Agreement and the Approvals. Except for ordinary administrative costs of the City and as otherwise expressly set forth herein, nothing in this Agreement obligates the City to spend any sums of money or incur any costs other than City Costs or costs that Developer reimburses through the payment of Processing Fees.

Section 7.2.1 Specific Actions by the City. Except as otherwise expressly set forth herein, references to the City are, and shall be deemed, references to the City acting by and through the Planning Director (or when required by the Applicable Standards, the affected City Agencies or the Board of Supervisors). The City actions and proceedings subject to this Agreement shall be through the Planning Department (and when required by Applicable Standards, affected City Agencies or the Board of Supervisors), and shall include instituting and completing proceedings for temporary or permanent closing, occupancy, widening, modifying or changing the grades of streets and other necessary modifications of the streets, the street layout and other public or private rights-of-way, including streetscape improvements, encroachment permits, improvement permits and any requirement to abandon, remove and relocate public utilities (and, when applicable, City utilities) as identified in the Approvals.

Section 7.2.2 Role of Planning Department and Public Works. The Parties agree that the Planning Department will act as the City's lead agency to facilitate coordinated City review of applications for Later Approvals relating to development of the Project on the Developer

Property and that Public Works will act as the City's lead agency, in coordination with the Port, and consistent with the Interagency Permitting MOU, (i) to facilitate coordinated City review of applications for Later Approvals relating to improvements on the current right-of-way, future right-of-way and facility easements and (ii) for all actions subject to the Subdivision Map Act. As such, the City shall cause the Planning Department and Public Works to, as applicable: (a) work with Developer to ensure that all such applications are technically sufficient and constitute complete applications; and (b) 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 expeditious, efficient and orderly and avoids redundancies, all in accordance with this Agreement.

Section 7.2.3 City Agencies' Processing Responsibilities.

(a) Review of Applications. Developer will submit each application for Later Approvals, including Design Review Applications (including those for Parks and Open Spaces) and applications for the design and construction of Public Improvements, to the applicable lead City Agencies. Each City Agency with jurisdiction over such Later Approval, including the Port, SFPUC, RPD, SFMTA, SFFD, Public Works and MOHCD, shall process expeditiously and with due diligence all submissions, applications and requests by Developer for Later Approvals, including all permits, approvals, agreements, plans and other actions that are necessary to implement the Project. Each City Agency shall review submissions, applications and requests made to it by Developer for consistency with the Applicable Standards, and shall use diligent efforts to coordinate with any other applicable City Agency and shall determine completeness expeditiously following (and in any event within thirty (30) days of the applicable submission, application or request), and shall provide all comments and make recommendations to Developer expeditiously following (and in any event within sixty (60) days of), the City Agency's receipt of the complete application. If the City Agency disapproves a submission, application or request and Developer subsequently resubmits such submission, application or request, the City Agency shall have an additional thirty (30) days for review from receipt of the resubmittal (which period shall include consultation with other City Agencies to the extent requested by the City Agency), provided that the City Agencies shall endeavor not to include any new comments or recommendations to the resubmittal except to the extent arising from matters in the resubmittal not contained in the original submission, application or request. This procedure shall continue until the City Agency approves the submission, application or request. Without limiting the foregoing, the City agrees to use good faith efforts to process all Later Approvals in accordance with the time limits set forth in the Mayor's Directive. Nothing in this Section 7.2.3 limits the rights of Developer under State Law or New City Laws governing the permitted scope or duration of the City's review of applications for Later Approvals.

(b) Requirements for Processing Applications. In considering any application, the City Agencies (i) shall not impose requirements or conditions that are inconsistent or conflict with the Plan Documents or the terms and conditions of any of the Approvals, and (ii) shall not disapprove such application or require any revisions to such application based upon an item or element that conforms to and/or is consistent with the Plan Documents and the Approvals. Any City Agency denial of an application shall include

a statement of the reasons for such denial. Developer will work collaboratively with the City Agencies to ensure that such application 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.

Section 7.3 Permits to Enter City Property. Subject to the rights of any third party, the rights of the public and the City's reasonable agreement on the scope of the proposed work and insurance and security requirements, the City, acting through the Director of Property, the General Manager of the SFPUC, or other applicable City official, shall grant to Developer permits to enter City-owned property under their respective jurisdiction, substantially in the form attached as Exhibit W including provisions regarding release, waivers, and indemnification in keeping with the City's standard practices, so long as the same is consistent with Applicable Standards, and otherwise on commercially reasonable terms, in order to permit Developer to enter City-owned property as necessary to construct the Project or comply with or implement the Approvals or other requirements in this Agreement.

Section 7.4 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 and the Approvals in accordance with the terms of this Agreement (and subject to all Laws) in order to provide and secure to each Party the full and complete enjoyment of its rights and privileges hereunder. 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, including such actions as may be necessary to satisfy or effectuate any applicable conditions precedent to the performance of the Associated Community Benefits.Mills Act. At Developer's request, Developer and the City agree to use good faith efforts to pursue the approval of a Mills Act contract under the California Mills Act (California Government Code, Article 12, Sections 50280 et seq., California Revenue and Taxation Code, Article 1.9, Sections 439 et seq.) for the rehabilitation of any building on the Project Site eligible for such contract under the California Mills Act. The City finds that the approval of Mills Act contracts for the rehabilitation of the Station A and Unit 3 buildings to be a critical component to the viability of the preservation of these buildings, given their dilapidated condition. So long as the term of any such Mills Act contract does not exceed twenty (20) years, the City agrees to waive any limitation under City Law regarding the tax assessment value of the building under San Francisco Administrative code 71.2(b), as well as the maximum amount of tax revenue loss that may result from any such Mills Act contract. In consideration for the City's efforts to pursue the approval a Mills Act contract for Station A, Developer agrees to nominate Station A and the Stack as a City historic landmark under Article 10 of the Planning Code no later than Developer's submittal of an application for a Mills Act contract for Station A.

ARTICLE 8
PERIODIC REVIEW OF DEVELOPER'S COMPLIANCE

Section 8.1 Annual Review. Pursuant to Section 65865.1 of the Development Agreement Statute and Section 56.17 of the Administrative Code, in each case as of the A&R Reference Date, at the beginning of the second week of each January following the Original Reference Date and until the Project is Complete (or earlier expiration or termination of this Agreement in accordance herewith) (the "**Annual Review Date**"), the Planning Director shall

commence a review to ascertain whether Developer has, in good faith, complied with the Agreement. The City's failure to initiate the annual review shall not be a Default and shall not be deemed to be a waiver of any right to do so at the next Annual Review Date. The Planning Director may elect to forgo 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. Such election shall be provided in writing to Developer at Developer's request.

Section 8.2 Review Procedure. In conducting annual reviews of Developer's compliance with this Agreement as described in Section 8.1, the Planning Director shall follow the process set forth in this Section 8.2.

Section 8.2.1 Required Information from Developer. Within sixty (60) days following request by the Planning Director, Developer shall provide a letter to the Planning Director explaining, with reasonably appropriate backup documentation, a summary of the applications for Later Approvals submitted the preceding year, and a summary of Developer's compliance with the applicable provisions of this Agreement for the preceding year (including Developer's compliance with the requirements of the Phasing Plan, the Housing Plan, the Workforce Agreement, the Transportation Plan, the Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements and Port-Leased Public Access Areas, and the MMRP). The Planning Director shall post a copy of Developer's submittals on the Planning Department's web site.

Section 8.2.2 City Report. Within forty (40) 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 and shall consult with applicable City Agencies as appropriate. 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 the Planning Director has determined that Developer has complied in good faith with the terms of this Agreement (the "**City Report**") and post the City Report on the Planning Department's website. If the Planning Director finds on the basis of substantial evidence that Developer has not complied in good faith with the terms of this Agreement, then the City may pursue available rights and remedies in accordance with this Agreement and Chapter 56. All costs reasonably incurred by the City in accordance with this Section 8.2 shall be included in the City Costs, subject to the terms of this Agreement.

Section 8.2.3 Effect on Multiple Developers. If Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), then the annual review hereunder shall be conducted separately with respect to each Person that is Developer. Without limiting the foregoing, one or more Developers may elect to jointly submit the letter and documentation required under Section 8.2.1, so long as such letter delineates each Developer's compliance with the Development Agreement. If Developer of the Infrastructure and Parks and Open Space within a Development Phase is more than one Person, then such Persons shall jointly submit the materials required by this Article 8 and the City review process shall be bundled and proceed as one with respect to such Persons. Notwithstanding the foregoing, the Planning Commission, the Planning Director and the Board of Supervisors shall each make its determinations and take its actions separately with respect to each Developer pursuant to Chapter 56. If the Planning Commission, the Planning Director or the Board of Supervisors terminates or

modifies this Agreement or takes such other actions as may be specified in Chapter 56 or this Agreement in connection with a determination that any Person that is Developer has not complied with the terms and conditions of this Agreement, such action shall be effective only as to such Person. In other words, even when the review process is bundled for more than one Person that is Developer as provided above, any action in connection with a determination of noncompliance or Default shall be made only against the noncompliant or Defaulting Party.

Section 8.2.4 Default. The rights and powers of the City under Section 8.2 are in addition to, and shall not limit, the rights of the City to terminate or take other action permitted under this Agreement on account of a Default by Developer.

ARTICLE 9
ENFORCEMENT OF AGREEMENT; DEFAULT; REMEDIES

Section 9.1 Enforcement; Third Party Beneficiaries. Except as expressly set forth in this Agreement (for successors, Transferees and Mortgagees), this Agreement is not intended, and shall not be construed, to benefit or be enforceable by any Person whatsoever other than Developer and the City, and there are otherwise no third-party beneficiaries to this Agreement.

Section 9.2 Meet and Confer Process; Non-Binding Mediation. Before sending a notice of default in accordance with Section 9.3, a Party shall first attempt to meet and confer with the other Party to discuss such other Party's alleged failure to perform or fulfill its obligations under this Agreement and shall permit such other Party a reasonable period, but not less than ten (10) Business Days, to respond to or cure such alleged failure. If the Parties cannot resolve the issue in ten (10) Business Days, or such longer period as may be agreed to by the Parties, then the Parties shall mutually select a mediator at JAMS in the City for nonbinding mediation for a period of not less than thirty (30) days. The meet and confer and non-binding mediation process shall not be required (i) for any failure to pay amounts due and owing under this Agreement or (ii) if a delay in sending a notice pursuant to Section 9.3 would impair, prejudice or otherwise adversely affect a Party or its rights under this Agreement. The Party asserting such failure shall request that such meeting and conference occur within three (3) Business Days following the request and if, despite the good faith efforts of the requesting Party, such meeting has not occurred within seven (7) Business Days of such request, then the requesting Party shall be deemed to have satisfied the requirements of this Section 9.2 and may proceed in accordance with the issuance of a notice of default in accordance with Section 9.3.

Section 9.3 Default. The following shall constitute a "**Default**" under this Agreement: (i) the failure to make any payment hereunder when due and such failure continues for more than sixty (60) days following delivery of notice that such payment was not made when due and demand for compliance; and (ii) the failure to perform or fulfill any other material term, provision, obligation or covenant of this Agreement when required and such failure continues for more than sixty (60) days following notice of such failure and demand for compliance. Notwithstanding the foregoing, if a failure can be cured but the cure cannot reasonably be completed within sixty (60) days, then it shall not be considered a Default if a cure is commenced within such sixty (60) day period and diligently prosecuted to completion thereafter. Any such notice given by a Party shall specify the nature of the alleged failure and, where appropriate, the manner in which such failure satisfactorily may be cured. If before the end of the applicable cure period the failure that was the

subject of such notice has been cured to the reasonable satisfaction of the Party that delivered such notice, such Party shall issue a written acknowledgement to the other Party of the cure of such failure. Notwithstanding any other provision in this Agreement to the contrary, if Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), then (a) there shall be no cross-default between such Persons and (b) the City shall only be deemed to have delivered notice of failure under this Section 9.3 if the City delivers such notice in accordance herewith to Developer that the City alleges has committed such failure. Accordingly, if any Person that is Developer is a Defaulting Party, no other Person that is Developer shall automatically also be a Defaulting Party.

Section 9.4 Remedies.

Section 9.4.1 Specific Performance. Subject to, and as limited by, the provisions of Sections 9.4.3, 9.4.4, and 9.5, in the event of a Default, the remedies available to a Party shall include specific performance of this Agreement in addition to any other remedy available at law or in equity.

Section 9.4.2 Termination. Subject to the limitation set forth in Section 9.4.4, in the event of a Default, the non-Defaulting Party may elect to terminate this Agreement by sending a notice of termination to the Defaulting Party, which notice of termination shall describe in reasonable detail the Default. Any such termination shall be 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. Any termination initiated by the City shall require a public hearing at the Board of Supervisors regarding such Default and proposed termination and approval thereof by the Board of Supervisors prior to the effectiveness of such termination. There are limitations on cross-defaults under this Agreement, and therefore if Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), then any termination of this Agreement for Default will be limited to the Person that is Developer that sent or received the termination notice, together with its Affiliates (excluding any Affiliate that is Developer of a Vertical Improvement); provided, the foregoing will not limit the City's right to withhold certificates of occupancy in accordance with Section 9.4.5. 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.

Section 9.4.3 Limited Damages. The Parties have determined that except as set forth in this Section 9.4.3, (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a Default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and 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: (a) each Party shall have the right to recover actual damages only (and not consequential, punitive, or special damages, each of which is hereby expressly waived) for the other Party's Default for failure to pay sums to such Party as and when due under this Agreement, but subject to any express conditions for such payment set forth in this

Agreement, (b) to the extent a court of competent jurisdiction determines that specific performance is not an available remedy with respect to an unperformed Associated Community Benefit that constitutes a Default, the City shall have the right to monetary damages equal to the costs that the City incurs or will incur to complete the Associated Community Benefit as determined by such court less any amounts available for collection by the City from security held by the City, (c) each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 9.6 and (d) the City shall have the right to recover administrative penalties or liquidated damages if and only to the extent expressly stated in an Exhibit to this Agreement or in the applicable portion of the Municipal Code incorporated into this Agreement. For purposes of the foregoing, (y) the City shall seek monetary damages only from the Defaulting Party and not from any other Developer or Mortgagee and (z) "**actual damages**" means the actual amount 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 amounts.

Section 9.4.4 Certain Exclusive Remedies. The exclusive remedy:

(a) for a Default for the failure to Complete Public Improvements for which Construction has Commenced shall be (i) first, an action on Adequate Security to the extent still available, and (ii) thereafter, if the applicable City Agency is unable to recover upon the Adequate Security within a reasonable time (including by causing the obligor under any the Adequate Security to Commence Construction and Complete such Public Improvement), the remedies set forth in Sections 9.4.2 and 9.4.3. The City shall release any unused portion of the Adequate Security following the City's termination under Section 9.4.2; and

(b) for a Default for the failure to pay money shall be a judgment (in mediation or a competent court) to pay such money (with interest as provided by Law), together with such costs of collection as are awarded by the judge or mediator.

Section 9.4.5 Remedy for Failure to Pay and for Failure to Complete Associated Community Benefits. The City shall not be required to process any requests for approval from Developer or take other actions with respect to Developer under this Agreement during any period in which Developer is in Default for failure to pay amounts due to the City hereunder; provided, however, if Developer has conveyed or transferred some but not all of the Project or a party takes title to Foreclosed Property constituting only a portion of the Project, and, therefore, there is more than one party that assumes obligations of "Developer" under this Agreement, then the City shall continue to process requests and take other actions as to the other portions of the Project so long as the applicable Developer as to those portions is not in Default for failure to pay amounts due to the City hereunder. The City shall have the right to withhold a certificate of occupancy: (a) from Developer of a Building if such Developer is in Default of its obligation to complete any Associated Community Benefits that are tied to such Building, (b) from Developer of any Building where such Developer is an Affiliate of any Developer of any Development Phase if such Developer is in Default of the requirements of the Housing Plan, or (c) from Developer of any Building where such Developer is an Affiliate of any Developer of a Development Phase in which the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to such Development Phase and/or a Building in such Development Phase. In addition, the City shall have the right to withhold any building or site

permits or Certificates of Occupancy for Buildings from the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) and from its Affiliates that are Developer of any other Development Phase (i.e., the "horizontal developer" of any other Development Phase) if the applicable Developer is in Default of the requirements of the Housing Plan or the applicable Developer is in Default of its obligation to complete any Public Improvements or Privately-Owned Community Improvements tied to any such Development Phase and/or a Building in any such Development Phase. Any such withheld certificate of occupancy or other Later Approval may be withheld only until the obligation has been satisfied or the City, in its sole discretion, determines that any applicable Developer would make significant and sufficient progress toward compliance with the applicable requirement following issuance of such certificate of occupancy or other Later Approval. Nothing herein shall limit the ability of the City to withhold a certificate of occupancy from any Building in accordance with the Applicable Standards for failure of such Building to have access or utility service required to issue such certificate of occupancy in accordance with the Applicable Standards. Each Developer acknowledges and agrees that the City and the City Parties shall have no liability for any Losses sustained by such Developer resulting from any other Developer's failure to Complete all or any portion of the Associated Community Benefits and that any such failure may adversely impact such Developer. Nothing in the foregoing limits the City's rights and remedies under this Agreement for Default if Developer fails to initiate a cure and diligently prosecute such cure to completion.

Section 9.5 Time Limits; Waiver; Remedies Cumulative. Failure by a Party to insist upon the strict or timely performance of any of the provisions of this Agreement by the other Party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such Party's right to demand strict compliance by such other Party in the future. No waiver by a Party of any condition or failure of performance, including a default, shall be effective or binding upon such Party unless made in writing by such Party, and no such waiver shall be implied from any omission by a Party to take any action with respect to such failure. No express written waiver shall affect any other condition, action, or inaction or cover any other period of time other than any condition, action, or inaction and/or period of time specified in such express waiver. One or more written waivers under any provision of this Agreement shall not be deemed to be a waiver of any subsequent condition, action, or inaction or any other term or provision contained in this Agreement. Nothing in this Agreement shall limit or waive any other right or remedy available to a Party to seek injunctive relief or other expedited judicial and/or administrative relief permitted hereunder to prevent irreparable harm.

Section 9.6 Attorneys' Fees. Should legal action be brought by Developer or the City against the other for a 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 from the non-prevailing Party. For purposes of this Agreement, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall include all such reasonable 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 Section 9.6, the reasonable fees of attorneys

of the 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 in law firms with approximately the same number of attorneys as employed by the City Attorney's Office.

ARTICLE 10
FINANCING; RIGHTS OF MORTGAGEES

Section 10.1 Developer's Right to Mortgage. Nothing in this Agreement limits the right of Developer (or any other applicable Person) to grant a Mortgage or otherwise encumber all or any portion of the Project or the Project Site for the benefit of any Mortgagee.

Section 10.2 Mortgagee Not Obligated to Construct. Notwithstanding any of the provisions of this Agreement (except as set forth in this Section 10.2 and Section 10.5), a Mortgagee, including any Mortgagee who obtains title to the Project Site or any part thereof as a result of foreclosure proceedings or conveyance or other action in lieu thereof or other remedial action (such property, the "**Foreclosed Property**"), including (i) any other Person who obtains title to the Foreclosed Property from or through such Mortgagee and (ii) any other purchaser of the Foreclosed Property at foreclosure sale, shall in no way be obligated by the provisions of this Agreement to Commence Construction of or Complete the Project or any portion thereof or to provide any form of guarantee for such Commencement of Construction or Completion. Nothing in this Section 10.2 or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any Mortgagee or any other Person to devote the Project Site or any part thereof to any uses other than uses consistent with this Agreement and the Approvals, and nothing in this Section 10.2 shall be deemed to give any Mortgagee or any other Person the right to construct any improvements under this Agreement unless and until such Person assumes in writing Developer's rights and obligations under this Agreement.

Section 10.3 Copy of Notice of Default and Notice of Failure to Cure to Mortgagee. Whenever the City shall deliver any notice or demand to Developer with respect to any breach or default by Developer in its obligations under this Agreement, the City shall at the same time forward a copy of such notice or demand to each Mortgagee having a Mortgage on any portion of the Project Site owned by Developer and/or applicable to such notice or demand who has previously made a written request to the City therefor, at the last address of such Mortgagee specified by such Mortgagee in such notice. In addition, if such breach or default remains uncured for the period permitted with respect thereto under this Agreement, the City shall deliver a notice of such failure to cure such breach or default to each such Mortgagee at such applicable address. A delay or failure by the City to provide such notice or demand required by this Section 10.3 shall extend, for the number of days until notice is given, the time allowed to the Mortgagee for cure. In accordance with Section 2924b of the California Civil Code, the City requests that a copy of any notice of default and a copy of any notice of sale under any Mortgage be mailed to the City at its address for notices under this Agreement. Any Mortgagee relying on the protections set forth in this Article 10 shall send to the City a copy of any notice of default and notice of sale. A Mortgagee may Transfer all or any part of its interest in any Mortgage without the consent of or notice to the City; provided, however, that the City shall have no obligations under this Agreement to a Mortgagee unless the City is notified of such Mortgagee.

Section 10.4 Mortgagee's Option to Cure Defaults. Before or after receiving any notice of failure to cure referred to in Section 10.3, each Mortgagee shall have the right, at its option, to commence within the same period as Developer to remedy or cause to be remedied any default, plus an additional period of: (i) ninety (90) days to cure a monetary default; and (ii) one hundred eighty (180) days to commence to cure a non-monetary default that is susceptible of cure by the Mortgagee without obtaining title to the applicable property provided that it thereafter diligently pursues such cure to completion. If a default is not cured within the applicable cure period, the City nonetheless shall refrain from exercising any of its remedies with respect to such default if, within the Mortgagee's applicable cure period: (a) the Mortgagee notifies the City that it intends to proceed with due diligence to foreclose the Mortgage or otherwise obtain title to the subject property; (b) the Mortgagee commences foreclosure proceedings within sixty (60) days after giving such notice, and thereafter diligently pursues such foreclosure to completion; and (c) after obtaining title, the Mortgagee diligently proceeds to cure those events of default (y) that are required to be cured by the Mortgagee and are susceptible of cure by the Mortgagee, and (z) of which the Mortgagee has been given notice by the City prior to such foreclosure. Notwithstanding the foregoing, no Mortgagee shall be required to cure any default that is personal to Developer (for example, failure to submit required information in its possession), and the completion of a foreclosure and acquisition of title to the applicable property by Mortgagee shall be deemed to cure such default. Any such Mortgagee or transferee of a Mortgagee who properly completes the improvements relating to the Project or the Project Site or applicable part thereof shall be entitled, upon written request made to the City, to confirmation by the City in writing that such improvements have been Completed in accordance herewith.

Section 10.5 Mortgagee's Obligations with Respect to the Project Site. Notwithstanding anything to the contrary in this Agreement, no Mortgagee shall have any obligations or other liabilities under this Agreement unless and until it acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement with respect to the Foreclosed Property. A Mortgagee that, by foreclosure under a Mortgage, acquires title to any Foreclosed Property and assumes in writing Developer's rights and obligations under this Agreement shall take title subject to all of the terms and conditions of this Agreement, to the extent applicable to the Foreclosed Property, including any claims for payment or performance of obligations that are due as a condition to enjoying the benefits of this Agreement and shall have all of the rights and obligations of Developer under this Agreement as to the applicable Foreclosed Property, including completion of the Associated Community Benefits tied to the Foreclosed Property. Upon the occurrence and continuation of a Default by a Mortgagee or transferee of a Mortgagee in the performance of any of the obligations to be performed by such Mortgagee or transferee pursuant to this Agreement, the City shall be afforded all its remedies for such Default as provided in this Agreement.

Section 10.6 No Impairment of Mortgage. No default by Developer under this Agreement shall invalidate or defeat the lien of any Mortgage. No foreclosure of any Mortgage or other lien shall defeat, diminish, render invalid or unenforceable or otherwise impair Developer's rights or obligations under this Agreement or constitute a default under this Agreement.

Section 10.7 Cooperation. The City shall cooperate reasonably with Developer in confirming or verifying the rights and obligations of any Mortgagee or potential Mortgagee hereunder.

Section 10.8 Multiple Mortgages. If at any time there is more than one Mortgage constituting a lien on a single portion of the Project or the Project Site or any interest therein, the lien with respect to such portion or interest of the Mortgagee prior in time to all others on that portion or interest shall be vested with the rights under this Article 10 to the exclusion of the holder of any other Mortgage with respect to such portion or interest; provided, however, that if the holder of a senior Mortgage fails to exercise the rights set forth in this Article 10, each holder of a junior Mortgage shall succeed to the rights set forth in this Article 10 only if the holders of all Mortgages senior to it have failed to exercise the rights set forth in this Article 10 and holders of junior Mortgages have provided written notice to the City under Section 10.3. No failure by the senior Mortgagee to exercise its rights under this Article 10 and no delay in the response of any Mortgagee to any notice by the City shall extend any cure period or Developer's or any Mortgagee's rights under this Article 10. For purposes of this Section 10.8, in the absence of an order of a court of competent jurisdiction that is served on the City, a title report prepared by a reputable title company licensed to do business in the State and having an office in the City, setting forth the order of priorities of the liens of Mortgages on real property may be relied upon by the City as conclusive evidence of priority.

Section 10.9 Cured Defaults. Upon the curing of any default by any Mortgagee within the time provided in this Article 10 the City's right to pursue any remedies with respect to such default shall terminate.

ARTICLE 11
AMENDMENT; TERMINATION; EXTENSION OF TERM

Section 11.1 Amendment. This Agreement may only be amended with the mutual written consent of the City and Developer (for the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), the City and any individual Person that is Developer may amend this Agreement to the extent applicable to such Developer and such Developer's Developer Property without binding any other Developer or other Developer's Developer Property); provided that any amendment to this Agreement consented to by the Person that is Developer of a Building on a Development Parcel must also be consented to by the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any amendment to this Agreement that does not constitute a Material Change may be agreed to by the Planning Director on behalf of the City (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). Any amendment that is a Material Change will require the approval of the Planning Director, the Planning Commission, and the Board of Supervisors (and, to the extent it affects any rights or obligations of a City Agency, after consultation with such City Agency). The determination of whether a proposed change constitutes a Material Change shall be made, on the City's behalf, by the Planning Director following consultation with the City Attorney and any affected City Agency.

Section 11.2 Termination on Mutual Consent Other than upon the expiration of the Term and except as provided in Sections 3.16, 5.9.4, 5.13.2, 6.2, 7.3, 9.4.2, and 11.3, this Agreement may only be terminated as to an individual Developer and the City with the mutual written consent of such Developer and the City; provided, however, that any such termination of this Agreement by (i) the Person that is Developer of a Development Phase (i.e., the "horizontal developer" of such Development Phase) shall also require the written consent of any Person that is Developer of a Building in that Development Phase and (ii) the Person that is Developer of a Building in a Development Phase shall also require the written consent of the Person that is Developer of such Development Phase (i.e., the "horizontal developer" of such Development Phase).

Section 11.3 Early Termination Rights. Developer shall, upon thirty (30) days' prior notice to the City, have the right, in its sole and absolute discretion, to terminate this Agreement in its entirety at any time prior to the date Developer Commences Construction on any portion of the Project Site.

Section 11.4 Termination and Vesting. Any termination under this Agreement shall concurrently effect a termination of the Approvals with respect to the terminated portion of the Project Site, except as to any Approval pertaining to any Infrastructure, Parks and Open Space, or Vertical Improvement that has Commenced Construction in reliance thereon. In the event of any termination of this Agreement by Developer resulting from a Default by the City and except to the extent prevented by such City Default, Developer's obligation to complete the Associated Community Benefits that are tied to a Building that has Commenced Construction shall continue (and all relevant and applicable provisions of this Agreement with respect to such obligation shall be deemed to be in effect as such provisions are reasonably necessary in the construction, interpretation, or enforcement of this Agreement as to any such surviving obligations). The City's and Developer's respective rights and obligations under this Section 11.4 shall survive the termination of this Agreement.

Section 11.5 Amendment Exemptions. No issuance of a Later Approval or change to the Project that is permitted under the Plan Documents or any Approval shall by itself require an amendment to this Agreement. Upon issuance of any Later Approval or upon the making of any such change, such Later Approval or change shall be deemed to be incorporated automatically into the Project and vested under this Agreement (subject to any conditions set forth in such Later Approval or change). Notwithstanding the foregoing, if there is any direct conflict between the terms of this Agreement, on the one hand, and a Later Approval, on the other hand, 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 such Later Approval. The Planning Department and each affected City Agency shall have the right to approve on behalf of the City changes and updates to the Project, including the Plan Documents, and to the Project SUD, each in keeping with the Planning Department's and the affected City Agency's customary practices, and any such changes and updates shall not be deemed to conflict with or require an amendment to this Agreement or the Approvals so long as they do not constitute a Material Change (and, for the avoidance of doubt, are approved by Developer). Any such change or update to the Plan Documents shall be approved by and maintained on file with the Planning Department. If the Parties fail to amend this Agreement as set forth above when required (*i.e.*, when there is a Material Change), then the terms of this Agreement shall prevail over any Later Approval that conflicts with this Agreement until so amended.

Section 11.6 Extension Due to Legal Action or Referendum. If any litigation is filed challenging this Agreement or an Approval having the direct or indirect effect of delaying this Agreement or any Approval (including to any CEQA determinations or any Later Approvals), including any challenge to the validity of this Agreement or any of its provisions, or if this Agreement or an Approval is suspended pending the outcome of an electoral vote on a referendum, then the Term and all Approvals shall be extended for the number of days equal to the period starting from the commencement of the litigation or the suspension (or as to Approvals, the date of the initial grant of such Approval) to the end of such litigation or suspension (a "**Litigation Extension**"). The Parties shall document the start and end of a Litigation Extension in writing within thirty (30) days from the applicable dates.

Section 11.7 PG&E Sub-Area. The Parties acknowledge and agree that (i) the PG&E Sub-Area and the portion of the Project Site commonly known as Block 5 (collectively, the "**PG&E Affected Area**") may not be feasible to develop until PG&E determines its long-term needs and obtains all required approvals therefor, (ii) the Parties are not able to control the timeline for PG&E's decision-making process or the receipt of the required approvals therefor and (iii) PG&E may, in its sole discretion, make development of some or all the PG&E Affected Area impossible. The foregoing facts may have the direct or indirect effect of delaying the portion of the Project proposed for the PG&E Affected Area. In light of the foregoing, the Term with respect to PG&E Affected Area shall be thirty-five (35) years from the Original Reference Date, subject to any additional extension of the Term permitted under Section 2.2. In addition, all Approvals with respect to the PG&E Affected Area shall be extended for an additional five (5) years.

ARTICLE 12
TRANSFER OR ASSIGNMENT; RELEASE; CONSTRUCTIVE NOTICE

Section 12.1 Permitted Transfer of this Agreement. At any time and from time to time, Developer shall have the right to convey, assign or transfer (each, a "**Transfer**") all or any portion of its right, title and interest in and to all or part of the Project Site (the "**Transferred Property**") to any Person (each, a "**Transferee**") without the City's consent, provided (i) that it contemporaneously transfers to the Transferee all of its right, title and interest under this Agreement with respect to the Transferred Property (excepting therefrom any rights or obligations retained by the transferor as set forth in the Assignment and Assumption Agreement (e.g., matters that may be assigned to the Management Association, as contemplated below)) and (ii) there shall not be more than one Person that is Developer of the Public Improvements in a Development Phase without the approval of the City (excluding the Transferable Infrastructure intended for completion with Vertical Improvements). Nothing herein or in any Approval shall limit the rights of Developer to transfer to the Transferee any or all of its right, title and interest under the Approvals to the extent related to the Transferred Property. Furthermore, any rights or obligations of Developer hereunder following Completion of the Project or any portion thereof (such as responsibility for operation and maintenance of any Parks and Open Space, responsibility for transportation demand management obligations, etc.) may be Transferred to a residential, commercial, or other management association (each, a "**Management Association**") with the authority to levy fees or otherwise generate sufficient revenue to perform such obligations, and no such Transfer shall require the transfer of land or any other real property interests to the Management Association. The City may require, in its reasonable discretion, that any sub-Management Association be a member of the master-Management Association, to the extent permitted by the Applicable

Standards. A Transferee shall be deemed "Developer" under this Agreement to the extent of the rights, interests and obligations assigned to and assumed by such Transferee under the applicable Assignment and Assumption Agreement.

Section 12.2 Multiple Developers. Notwithstanding anything to the contrary in this Agreement, if Developer is more than one Person (e.g., if a Transfer has occurred following the Original Reference Date), then the obligation to perform and complete the Associated Community Benefits tied to a Development Phase and/or Building shall be either (i) the sole responsibility of the applicable Transferee (i.e., the Person that is the Developer for the Development Phase and/or Building) or (ii) the sole responsibility of its predecessor (e.g., a Person that was Developer as set forth in a Development Phase Approval and subsequently Transferred the Development Phase and/or applicable Development Parcel to such Transferee). For the avoidance of doubt, each Developer must, on its own, satisfy the requirements of the Workforce Agreement as applied to its portion of the Project. Each Person that is a Developer must coordinate with one another on the housing data tables and maps as set forth in the Housing Plan. Nothing herein shall entitle any Person that is Developer to enforce this Agreement against any other Person that is Developer.

Section 12.3 Notice of Transfer. Developer shall provide not less than ten (10) Business Days' notice to the City before any anticipated Transfer of its interests, rights and obligations under this Agreement, together with the anticipated final assignment and assumption agreement for that Transfer (the "**Assignment and Assumption Agreement**"). The Assignment and Assumption Agreement shall be in recordable form, in substantially the form attached as Exhibit X (including the indemnifications, the agreement and covenant not to challenge the enforceability of this Agreement and not to sue the City for disputes between Developer and any Transferee). Without limiting Developer's rights to its rights of Transfer as set forth herein without the City's consent, the final Assignment and Assumption Agreement for a Transfer shall be subject to the review of the Planning Director to confirm that such Assignment and Assumption Agreement meets the requirements of this Agreement (including that all applicable Associated Community Benefits have been assigned to the Transferee or retained by the transferor) and, if there are any material changes to the form attached as Exhibit X, that the Planning Director approves such changes. The Planning Director shall grant (through execution of the provided Assignment and Assumption Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within ten (10) Business Days after the Planning Director's receipt of the Assignment and Assumption Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

Section 12.4 Release of Liability. Upon execution and delivery of any Assignment and Assumption Agreement (following the City's confirmation (or approval) or deemed confirmation (or approval) pursuant to Section 12.3), the assignor thereunder shall be automatically released from any liability or obligation under this Agreement to the extent Transferred under the applicable Assignment and Assumption Agreement.

Section 12.5 Responsibility for Performance. The City is entitled to enforce each and every obligation assumed by each Transferee pursuant to the applicable Assignment and Assumption Agreement directly against such 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 another Developer's breach of any duty or obligation to the Transferee arising out of the Transfer or the Assignment and Assumption Agreement or any other agreement or transaction between such other Developer and the Transferee, including any obligation retained by a transferring Developer to complete affordable housing or parks within the applicable Development Phase, or (ii) relates to the period before the Transfer. The foregoing notwithstanding, the Parties acknowledge and agree that a failure to complete a Mitigation Measure, affordable housing, or certain Parks and Open Spaces may, if not completed, delay or prevent a different party's ability to start or complete a specific Building or improvement under this Agreement if and to the extent the completion of the Mitigation Measure, the affordable housing, or the completion of the Parks and Open Spaces is a condition to the other party's right to proceed, as specifically described in the Mitigation Measure, the Housing Plan and the Phasing Plan, and each Person that is Developer hereunder assumes this risk.

Section 12.6 Constructive Notice. Every Person that now or hereafter owns or acquires any right, title or interest in or to any portion of 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 acquires an interest in the Project Site. Every Person that now or hereafter owns or acquires any right, title, or interest in or to any portion of the Project Site and undertakes any development activities at the Project Site, is, and shall be, constructively deemed to have consented to, and is obligated by all of, the terms and conditions of this Agreement (as such terms and conditions apply to the Project Site or applicable portion thereof), whether or not any reference to this Agreement is contained in the instrument by which such Person acquires an interest in the Project Site.

Section 12.7 Rights of Developer. The provisions in this Article 12 shall not be deemed to prohibit or otherwise restrict Developer from (i) granting easements, leases, subleases, licenses or permits to facilitate the development, operation and use of the Project Site in whole or in part, (ii) encumbering the Project Site or any portion of the improvements thereon by any Mortgage, (iii) granting an occupancy leasehold interest in portions of the Project Site, (iv) entering into a joint venture agreement or similar partnership agreement to fulfill its obligations under this Agreement, (v) selling or transferring all or a portion of any interest in the Project Site pursuant to a foreclosure, the exercise of a power of sale, conveyance in lieu of foreclosure or other remedial action in connection with a Mortgage, or (vi) selling a residential unit in the Project to a member of the homebuying public, and no such action shall constitute a Transfer hereunder or require an Assignment and Assumption Agreement or any consent of the City and the transferee, beneficiary or other applicable Person under any such instrument shall not be deemed a successor to Developer or a Transferee (but, for the avoidance of doubt, will be subject to the CC&Rs and the affordability and other restrictions contained in documents recorded against the unit as provided therein, to the extent applicable).

ARTICLE 13
REPRESENTATIONS AND WARRANTIES

Section 13.1 Developer Representations and Warranties. Developer makes the following representations and warranties to the City as of the A&R Reference Date:

Section 13.1.1 Interest of Developer; Due Organization and Standing. Developer is the fee owner of the Developer Property. CBC is a Delaware limited liability company, duly organized and validly existing and in good standing under the Laws of the State of Delaware. Developer has all requisite power to own the Developer Property and authority to conduct its business as presently conducted. There is no Mortgage, existing lien or encumbrance recorded against the Developer Property that, upon foreclosure or the exercise of remedies, would permit the beneficiary of the Mortgage, lien or encumbrance to eliminate or wipe out the obligations set forth in this Agreement that run with the Developer Property.

Section 13.1.2 No Inability to Perform; Valid Execution. Developer is not a party to any other agreement that could reasonably be expected to conflict with Developer's obligations under this Agreement, and Developer has no knowledge of any inability to perform its obligations under this Agreement. The execution and delivery of this Agreement by Developer have been duly and validly authorized by all necessary action. This Agreement is a legal, valid, and binding obligation of Developer, enforceable against Developer in accordance with its terms.

Section 13.2 No Bankruptcy. Developer has neither filed nor is the subject of any filing of a petition under Federal bankruptcy Laws, 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 in writing.

ARTICLE 14
MISCELLANEOUS PROVISIONS

Section 14.1 Entire Agreement. This Agreement, including the preamble, Recitals and Exhibits, and the agreements between the Parties specifically referenced in this Agreement, constitutes the entire agreement between the Parties with respect to the subject matter contained herein. Prior drafts of this Agreement and changes from those drafts to the executed version of this Agreement shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the Parties or any other Person, and no court or other body shall consider such drafts or changes in interpreting this Agreement. That certain Memorandum of Understanding between Developer and OEWD, dated as of May 1, 2016, is terminated as of the Original Reference Date and shall be of no further force and effect. This Agreement amends and restates in full the Original DA as between City, on the one hand, and CBC and the other Persons constituting "Developer" that have consented to and are bound by this Agreement as reflected by their signatures hereto, on the other hand.

Section 14.2 Incorporation of Exhibits. Except for the Initial Approvals, which are listed in Exhibit B solely for the convenience of the Parties, each Exhibit to this Agreement is incorporated herein and made a part hereof as if set forth in full. Each reference to an Exhibit in

this Agreement shall mean that Exhibit as it may be updated or amended from time to time in accordance with the terms of this Agreement.

Section 14.3 Binding Covenants; Run with the Land. Pursuant to Section 65868 of the Development Agreement Statute, from and after recordation of this Agreement in the Official Records, 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 the provisions of this Agreement, including Article 12, their respective heirs, successors (by merger, consolidation, or otherwise) and assigns and all Persons 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 such heirs, successors, assigns and Persons. Subject to the provisions of this Agreement, including Article 12, 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 Law, including California Civil Code Section 1468.

Section 14.4 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. Venue for any proceeding related to this Agreement shall be solely in courts located in the City. Each Party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each Party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

Section 14.5 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. Therefore, each Party waives the effect of section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this Agreement shall be construed as a whole and in accordance with its true meaning. Each reference in this Agreement to this Agreement, the other Plan Documents or any of the Approvals shall be deemed to refer to this Agreement, the other Plan Documents or the Approvals as amended from time to time pursuant to the provisions of this Agreement, whether or not the particular reference refers to such possible amendment. In the event of a conflict between the provisions of this Agreement and Chapter 56, the provisions of this Agreement shall govern and control. Wherever in this Agreement the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this Agreement, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this Agreement. Any reference in this Agreement to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this Agreement are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this Agreement. Except as otherwise explicitly provided herein, the use in this Agreement of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term,

statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions shall prevail. Statements and calculations in this Agreement beginning with the words "for example" or words of similar import are included for the convenience of the Parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this Agreement, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof," "hereby" and "hereunder" and the words of like import refer to this Agreement, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

Section 14.6 Project Is a Private Undertaking; No Joint Venture or Partnership. The development proposed to be undertaken by Developer on the Project Site is a private development. Without limiting the City's obligations to Developer hereunder, the City has no interest in, responsibility for or duty to third parties concerning any of the improvements within the Project Site. Developer shall exercise full dominion and control over the Developer Property, subject only to the limitations and obligations of the Parties contained in this Agreement. 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 (other than any governmental entity that constitutes Developer) is not a state or governmental actor with respect to any activity anticipated to be conducted by Developer hereunder. If there is more than one Person that comprises any Person that is Developer, the obligations and liabilities under this Agreement imposed on each such Person shall be joint and several (i.e., if more than one Person executes an Assignment and Assumption Agreement as Developer of Transferred Property, then the liability of such Persons shall be joint and several with respect thereto).

Section 14.7 Recordation. Pursuant to the Development Agreement Statute and Chapter 56, the Clerk of the Board of Supervisors shall have a copy of this Agreement and any amendment hereto recorded in the Official Records within ten (10) days after the A&R Reference Date or the effective date of such amendment, as applicable, with recording fees (if any) to be borne by Developer.

Section 14.8 Survival. Following expiration of the Term, this Agreement shall be deemed terminated and of no further force and effect, except for any provision that, by its express terms, survives the expiration or termination of this Agreement. The rights and obligations under the (i) Transportation Demand Management Plan (attached to Exhibit I), and (ii) Financing Plan, including Developer's right to receive reimbursements, survive the expiration or termination of this Agreement and shall expire or terminate solely as described therein.

Section 14.9 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.

Section 14.10 Notices. Any notice or communication required or authorized by this Agreement (as, for example, where a Party is permitted or required to "notify" the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and may be delivered personally, by registered mail,

return receipt requested, or by reputable air or ground courier service. Notice, whether given by personal delivery, registered mail or courier service, 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. Any notice delivered by the City to the Person that is Developer of a Building on a Development Parcel, and any notice delivered by such a Developer to the City, shall be contemporaneously delivered to the Person that is Developer of the Development Phase that includes such Development Parcel (i.e., the "horizontal developer" of such Development Phase). Any Party may at any time, upon notice to each other applicable Party, designate any other person or address in substitution of the person or address to which such notice or communication shall be given. Such notices or communications shall, subject to the foregoing, be given to the Parties at their addresses set forth below, and to the other Persons constituting Developer that have consented to and are bound by this Agreement as reflected by their signatures hereto, at the address(es) set forth on their signature pages hereto:

To the City:

San Francisco Planning Department
49 South Van Ness Avenue
San Francisco, California 94103
Attn: Sarah Dennis Phillips, Director of Planning

with a copy to:

David Chiu, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance, Potrero Power Station Project

To CBC:

California Barrel Company LLC
c/o FIFTH SPACE
1248 Georgia Lane
San Francisco, California 94107
Attn: David Hamsher, General Counsel

with a copy to:

J. Abrams Law, P.C.
538 Hayes Street
San Francisco, California 94102
Attn: Jim Abrams, Esq.

Section 14.11 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 decision by the Board of

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

Section 14.12 Severability. Except as is otherwise specifically provided for in Section 5.7, if any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall continue in full force and effect, except to the extent that enforcement of the remaining provisions of this Agreement would be unreasonable or grossly inequitable under all the circumstances or would frustrate the fundamental purpose of this Agreement.

Section 14.13 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 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.

Section 14.14 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.

Section 14.15 Sunshine. Developer understands and agrees that, except as otherwise provided therein, under the City's Sunshine Ordinance (Administrative Code, Chapter 67) and the California Public Records Act (California Government Code Section 250 *et seq*.), this Agreement and any and all records, information and materials submitted to the City hereunder may be public records subject to public disclosure upon request. Developer may mark or designate as confidential, or otherwise request to be kept confidential, materials that Developer submits to the City that Developer in good faith believes are or contain trade secrets or proprietary information protected from disclosure under the Sunshine Ordinance and other Laws, and the City shall maintain the confidentiality of such materials. When a City official or employee receives a request for any such materials, the City may request further evidence or explanation from Developer. Notwithstanding the foregoing, to the extent that the City determines that the information in such materials does not constitute a trade secret or proprietary or other information protected from disclosure, the City shall notify Developer of that conclusion and that such information will be released by a specified date in order to provide Developer an opportunity to obtain a court order prohibiting disclosure.

Section 14.16 Conflict of Interest. 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 that constitute a violation of such provisions and agrees that it will promptly thereafter notify the City if it becomes aware of any such fact during the Term.

Section 14.17 Notification of Limitations on Contributions. Developer acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that 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 the contract until three (3) 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.

Section 14.18 Non-Liability of City Officials and Others. Notwithstanding anything to the contrary in this Agreement, no individual board member, director, commissioner, officer, employee, official or agent of City or any City Agency shall be personally liable to Developer or its successors and assigns in the event of any default by the City or for any obligation under this Agreement, including any amount that may become due to Developer or its successors and assigns under this Agreement.

Section 14.19 Non-Liability of Developer Officers and Others. Notwithstanding anything to the contrary in this Agreement, no direct or indirect partner, member or shareholder of Developer or of any Affiliate of Developer nor any of its or their respective officers, directors, officials, individual board members, agents or employees (or of their successors or assigns) shall be personally liable to the City or its successors and assigns in the event of any default by Developer or for any obligation under this Agreement, including any amount that may become due to the City or its successors and assigns under this Agreement.

Section 14.20 Time. Time is of the essence with respect to each provision of this Agreement in which time is a factor. References to time shall be to the local time in the City on the applicable day. References in this Agreement to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

Section 14.21 Approvals and Consents. As used herein, the words "approve", "consent" and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person, including the approval of applications by City Agencies. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is

explicitly stated in this Agreement to be within the "sole discretion" (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests. Unless otherwise provided in this Agreement, whenever approval, consent or any other action is required by the Planning Commission or the Board of Supervisors, the City shall upon the request of Developer submit such matter to the Planning Commission or the Board of Supervisors, whichever is applicable, at the next regularly-scheduled meeting thereof for which an agenda has not yet been finalized and for which the City can prepare and submit a staff report in keeping with the City's standard practices. Unless otherwise provided in this Agreement, approvals, consents or other actions of the City shall be given or undertaken, as applicable, by the Planning Director.

Section 14.22 Extensions of Time

Section 14.22.1 The City or Developer may extend the time for the performance of any term, covenant or condition of this Agreement by a Party owing performance to the extending Party, or permit the curing of any related default, upon such terms and conditions as it determines appropriate.

Section 14.22.2 The Parties may extend the time for performance by any of them of any term, covenant or condition of this Agreement by a written instrument signed by authorized representatives of such Parties without the execution of a formal recorded amendment to this Agreement, and any such written instrument shall have the same force and effect and impart the same notice to third-parties as a formal recorded amendment to this Agreement.

Section 14.23 Effect on Other Party's Obligation. If Developer's or the City's performance is excused or the time for its performance is extended under any extension of time permitted in this Agreement, the performance of the other Party that is conditioned on such excused or extended performance is excused or extended to the same extent.

Section 14.24 Use of Public Improvements Before Acceptance. The Parties acknowledge and agree that Developer shall not be obligated to allow use of any Public Improvements by any Person, including the City or any City Agency, before the acceptance of such Public Improvements by the City. Developer and the City may elect to use such unaccepted Public Improvements, subject to a written agreement with the City, which shall not be unreasonably withheld or conditioned.

Section 14.25 Boundary Adjustments. The Parties acknowledge that as development of the Project Site advances, the description of parcels of real property comprising the Project Site may require further refinements, which may require minor boundary adjustments between or among them. The Parties agree to cooperate in effecting any such boundary adjustments required, consistent with this Agreement.

Section 14.26 Correction of Technical Errors. If by reason of inadvertence, and contrary to the intention of Developer and the City, errors are made in this Agreement in the identification or characterization of any title exception, in a legal description or the reference to or within any

Exhibit with respect to a legal description, in the boundaries of any parcel (provided such boundary adjustments are relatively minor and do not result in a material change as determined by the City's counsel), in any map or drawing that is an Exhibit, or in the typing of this Agreement or any of its Exhibits, Developer and the City by mutual agreement may correct such error by memorandum executed by both of them and replacing the appropriate pages of this Agreement, and no such memorandum or page replacement shall be deemed an amendment of this Agreement.

Section 14.27 Dogpatch Neighborhood. City and Developer acknowledge that the Project Site is located in the Dogpatch neighborhood of the City. Developer shall acknowledge the Project's association with the Dogpatch neighborhood in its promotional materials for the Project and may name or otherwise refer to the Project as the "Dogpatch Power Station Mixed-Use Development Project" (or similar name) in any applications for Later Approvals.

Section 14.28 Station A Vibration Monitoring. Prior to any controlled blasting, pile driving, or use of vibratory construction equipment on the Project Site, Developer shall engage a historic architect or qualified historic preservation professional and a qualified acoustical/vibration consultant or structural engineer to undertake a pre-construction survey of Station A to document Station A's condition. Based on the condition of Station A, a structural engineer or other qualified consultant shall establish a maximum vibration level that shall not be exceeded during construction of the Project. The structural engineer or qualified consultant shall conduct regular periodic inspections of Station A throughout the duration of vibration-inducing construction when it occurs within eighty (80) feet of Station A. Should vibration levels be observed in excess of the established maximum vibration level or should damage to any part of the walls of Station A to be retained under the Design for Development occur, construction shall be halted and alternative construction techniques put in practice, in each case to the extent feasible. For example, smaller, lighter equipment might be able to be used or pre-drilled piles could be substituted for driven piles, if soil conditions allow.

[*signatures on following page*]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the A&R Reference Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Sarah Dennis Phillips
Director of Planning

Approved on _____, 2026
Board of Supervisors Ordinance No. [_____]

Recommended:

By: _____
Carla Short, Director of Public Works

APPROVED AS TO FORM:

David Chiu, City Attorney

By: _____
Heidi J. Gewertz
Deputy City Attorney

CBC:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By: _____
Name: Enrique Landa
Title: Chief Executive Officer

FOUND MIDDLE:

Found Middle hereby consents to and agrees to be bound by this Agreement instead of the Original DA as "Developer" to the same extent it assumed the Original DA pursuant to its Assignment and Assumption Agreement.

FOUND MIDDLE LP,
a Delaware limited partnership

By: _____
Name: Enrique Landa
Title: Chief Executive Officer

Any notices or communications under Section 14.10 shall be given to Found Middle at the following addresses:

Found Middle LP
c/o FIFTH SPACE
1248 Georgia Lane
San Francisco, California 94107
Attn: David Hamsher, General Counsel

with a copy to:

J. Abrams Law, P.C.
538 Hayes Street
San Francisco, California 94102
Attn: Jim Abrams, Esq.

UCSF:

UCSF hereby consents to and agrees to be bound by this Agreement instead of the Original DA as "Developer" to the same extent it assumed the Original DA pursuant to its Assignment and Assumption Agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
a California corporation

By: _____
Name: _____
Title: _____

Any notices or communications under Section 14.10 shall be given to UCSF at the following addresses:

The Regents of the University of California
654 Minnesota Street, Second Floor
San Francisco, California 94143
Attn: UCSF Real Estate Services

with a copy to:

University of California – San Francisco
Office of Legal Affairs
745 Parnassus Avenue
San Francisco, California 94122
Attn: Chief Campus Counsel

and to:

The Regents of the University of California
Office of the President
1111 Franklin Street
Oakland, California 94607
Attn: Real Estate Services and Strategies

FORM OF JOINDER UNDER SECTION 3.13

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

JOINDER

[•], a [•] ("**Subject Owner**"), is the fee owner of the PG&E Sub-Area [or portion thereof described on Exhibit 1 hereto] (the "**Subject Property**"), and hereby joins in the Development Agreement (as amended and may be further amended from time to time in accordance with the terms thereof, the "**DA**") to which this joinder is attached and accordingly as of the date of recordation of this joinder is "Developer" under the DA with respect to the Subject Property and the Subject Property constitutes "Developer Property" under the DA with respect to Subject Owner. Subject Owner acknowledges and agrees hereby that it is subject to and bound by the DA with respect to the Subject Property as of the date of recordation of this joinder. Subject Owner shall record this joinder in the Official Records promptly following the execution of this joinder by Subject Owner. Capitalized terms used but not otherwise defined in this joinder shall have the meanings ascribed to them in the DA.

[Signatures appear on following page]

SUBJECT OWNER:

[•],
a [•]

By: _____
Name: _____
Title: _____

CONSENT TO DEVELOPMENT AGREEMENT[1]
San Francisco Municipal Transportation Agency

[Forthcoming]

[1] NTD: To be confirmed what consents (if any) are required.

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

[Forthcoming]

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

[Forthcoming]

Port Commission Consent Resolution No. [_____]

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

[Forthcoming]

Exhibit A
Project Site Legal Description

Exhibit A-1
Developer Property Legal Description

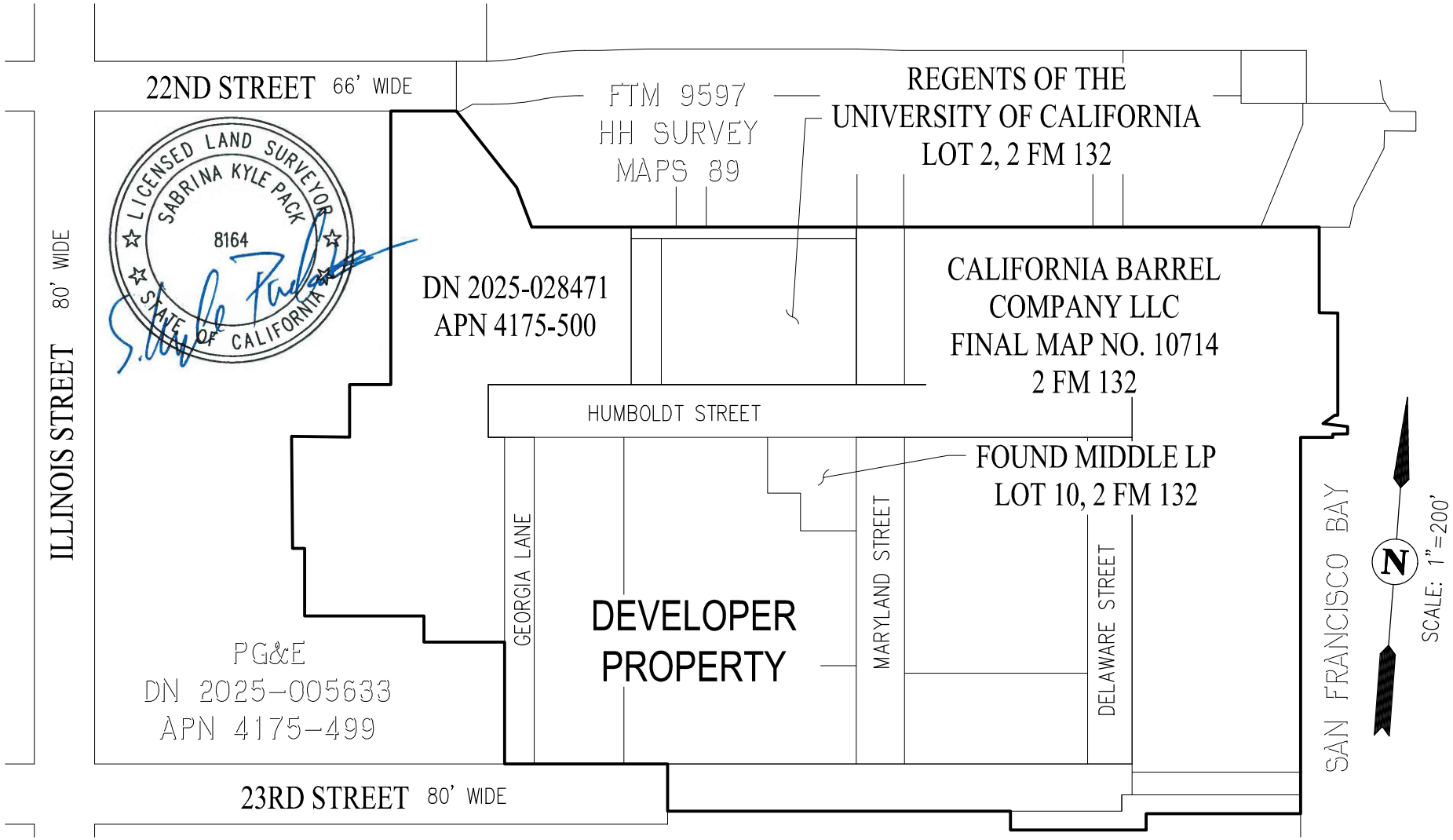


EXHIBIT A-1

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPER PROPERTY
CALIFORNIA BARREL LLC., ET AL, PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JUNE 17, 2026

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

JUNE 17, 2026
JOB NO.: 2747-000

EXHIBIT A-1
DEVELOPER PROPERTY DESCRIPTION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING ALL OF LOTS 2, 6, 7, 8, 10 11, 12, A, B, C, D, E, F, G, N, O, S, X, Y, Z, AB, AND AC, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON FINAL MAP NO. 10714, RECORDED AUGUST 30, 2022, IN BOOK 2 OF FINAL MAPS, AT PAGES 132-140, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

PARCEL TWO

BEING ALL OF THAT CERTAIN PARCEL OF LAND DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED APRIL 17, 2025, AS DOCUMENT NUMBER 2025-028471, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-2
PG&E Sub-Area Legal Description

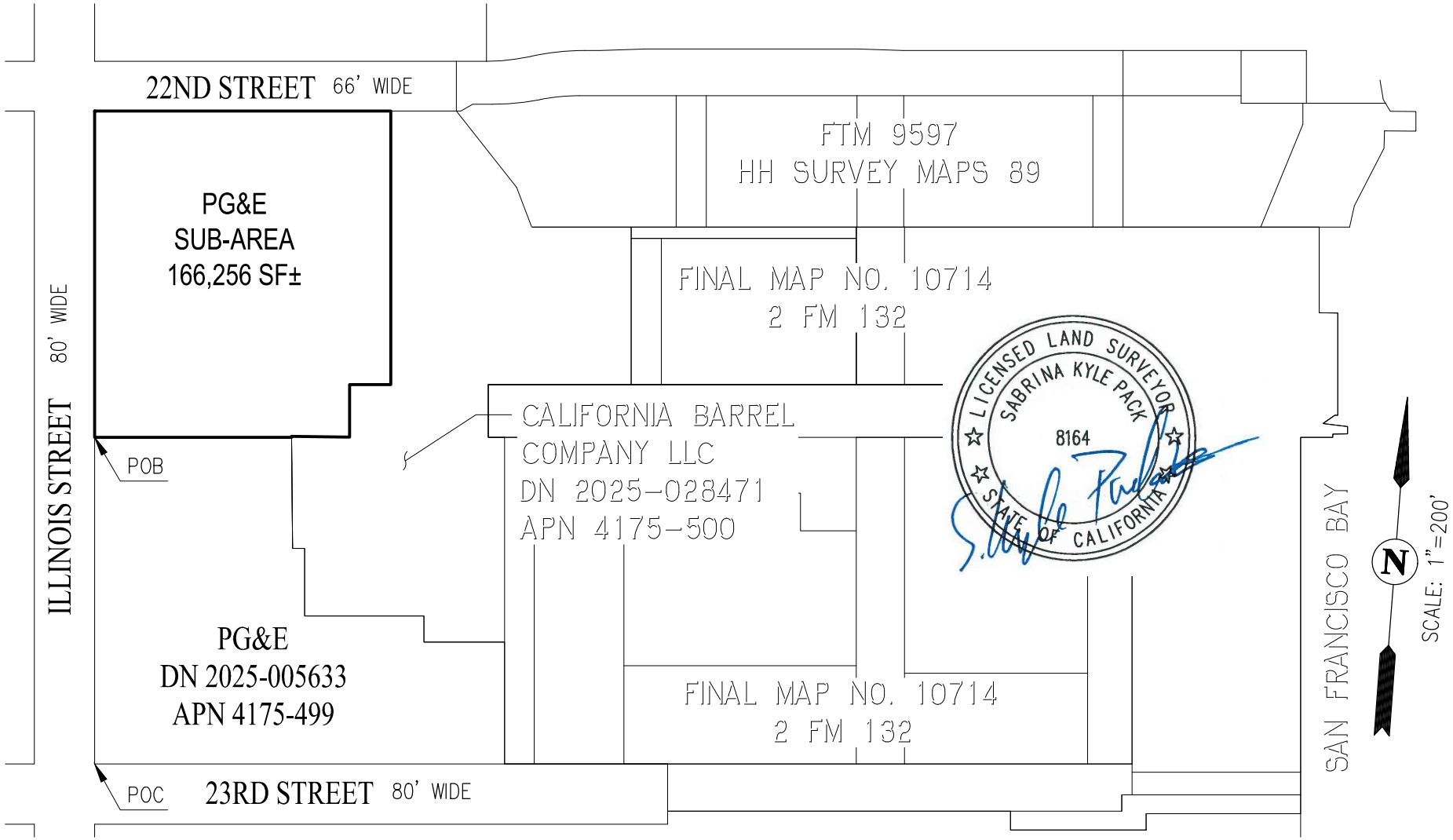


EXHIBIT A-2

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PG&E SUB-AREA
PG&E PROPERTY (APN 4175-499)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JUNE 17, 2026

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

6/17/2026 12:39 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-005B PG&E PARCEL V3.DWG

JUNE 17, 2026
JOB NO.: 2747-000

EXHIBIT A-2
PROPERTY DESCRIPTION
PG&E SUB-AREA
PG&E PROPERTY (APN 4175-499)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF THAT CERTAIN PARCEL OF LAND GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY AS DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 17, 2025, AS DOCUMENT NUMBER 2025-005633, OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID POINT BEING THE INTERSECTION OF THE EASTERN LINE OF ILLINOIS STREET WITH THE NORTHERN LINE OF 23RD STREET;

THENCE, FROM SAID POINT ON COMMENCEMENT, ALONG THE WESTERN LINE OF SAID PARCEL OF LAND, NORTH 04°21'59" WEST 433.18 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, LEAVING SAID WESTERN LINE, NORTH 85°38'01" EAST 261.38 FEET, TO A POINT ON THE EASTERN LINE OF SAID PARCEL OF LAND;

THENCE, ALONG SAID EASTERN LINE, THE FOLLOWING FIVE (5) COURSES:

1) NORTH 04°53'02" WEST 1.31 FEET;

2) NORTH 86°12'34" EAST 76.76 FEET,

3) NORTH 04°21'59" WEST 69.46 FEET,

4) NORTH 85°38'01" EAST 54.88 FEET, AND

5) NORTH 04°21'59" WEST 363.00 FEET TO THE NORTHEASTERN CORNER OF SAID PARCEL OF LAND;

THENCE, FROM SAID NORTHEASTERN CORNER, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, SOUTH 85°38'01" WEST 393.00 FEET TO THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND;

THENCE, FROM SAID NORTHWESTERN CORNER, ALONG SAID WESTERN LINE OF SAID PARCEL OF LAND, SOUTH 04°21'59" EAST 433.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 166,256 SQUARE FEET OF LAND, MORE OR LESS.

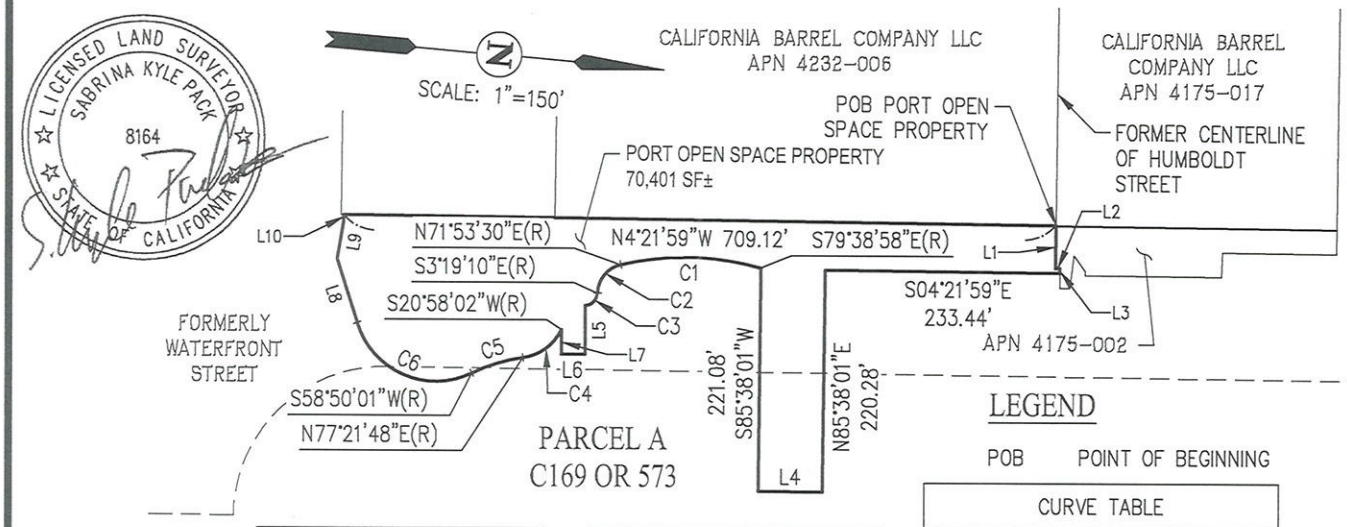
ATTACHED HERETO IS AN ILLUSTRATIVE PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

END OF DESCRIPTION



SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-3
Port Open Space Legal Description



LEGEND

POB POINT OF BEGINNING

LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	42.67'
L2	N04°21'59"W	4.38'
L3	N84°30'01"E	5.00'
L4	S04°21'59"E	64.00'
L5	N85°38'02"E	48.15'

LINE TABLE		
NO	BEARING	LENGTH
L6	S04°20'07"E	23.54'
L7	S85°38'03"W	24.16'
L8	S67°30'28"W	66.81'
L9	N85°19'01"W	38.54'
L10	S85°38'01"W	5.82'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	284.00'	28°27'32"	141.06'
C2	30.00'	75°12'40"	39.38'
C3	13.00'	83°52'35"	19.03'
C4	50.00'	56°23'46"	49.22'
C5	165.00'	18°31'47"	53.36'
C6	82.00'	98°40'27"	141.22'

EXHIBIT A-3

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 16, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

9/16/2020 4:36 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-004 PORT PARCELS.DWG

SEPTEMBER 17, 2020
JOB NO.: 2747-000

EXHIBIT A-3
PROPERTY DESCRIPTION
PORT OPEN SPACE PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "DESCRIPTION", RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE WESTERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "140. … S. 85° 40′ W 1.0 FOOT", SAID POINT BEING THE INTERSECTION OF THE CENTERLINE OF FORMER HUMBOLDT STREET (66 FEET WIDE) WITH THE WESTERN LINE OF WATERFRONT STREET (WIDTH VARIES);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING THREE (3) COURSES:

1) NORTH 85°38'01" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 42.67 FEET,

2) NORTH 04°21'59" WEST 4.38 FEET, AND

3) NORTH 84°30'01" EAST 5.00 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, SOUTH 04°21'59" EAST 233.44 FEET;

THENCE, NORTH 85°38'01" EAST 220.28 FEET;

THENCE, SOUTH 04°21'59" EAST 64.00 FEET;

THENCE, SOUTH 85°38'01" WEST 221.08 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 284.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 79°38'58" EAST, THROUGH A CENTRAL ANGLE OF 28°27'32", AN ARC DISTANCE OF 141.06 FEET;

THENCE, ALONG THE ARC OF A COMPOUND 30.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 71°53'30" EAST, THROUGH A CENTRAL ANGLE OF 75°12'40", AN ARC DISTANCE OF 39.38 FEET;

THENCE, ALONG THE ARC OF A REVERSE 13.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 03°19'10" EAST, THROUGH A CENTRAL ANGLE OF 83°52'35", AN ARC DISTANCE OF 19.03 FEET;

THENCE, NORTH 85°38'02" EAST 48.15 FEET;

THENCE, SOUTH 04°20'07" EAST 23.54 FEET;

THENCE, SOUTH 85°38'03" WEST 24.16 FEET;

THENCE, ALONG THE ARC OF A NON-TANGENT 50.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 20°58'02" WEST, THROUGH A CENTRAL ANGLE OF 56°23'46", AN ARC DISTANCE OF 49.22 FEET;

THENCE, ALONG THE ARC OF A REVERSE 165.00 FOOT RADIUS CURVE TO THE LEFT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 77°21'48" EAST, THROUGH A CENTRAL ANGLE OF 18°31'47", AN ARC DISTANCE OF 53.36 FEET;

THENCE, ALONG THE ARC OF A REVERSE 82.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS SOUTH 58°50'01" WEST, THROUGH A CENTRAL ANGLE OF 98°40'27", AN ARC DISTANCE OF 141.22 FEET;

THENCE, SOUTH 67°30'28" WEST 66.81 FEET;

THENCE, NORTH 85°19'01" WEST 38.54 FEET;

THENCE, SOUTH 85°38'01" WEST 5.82 FEET TO A POINT ON SAID BOUNDARY LINE OF PARCEL A;

THENCE, ALONG SAID BOUNDARY LINE OF PARCEL A, NORTH 04°21'59" WEST 709.12 FEET TO SAID POINT OF BEGINNING.

CONTAINING 70,401 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

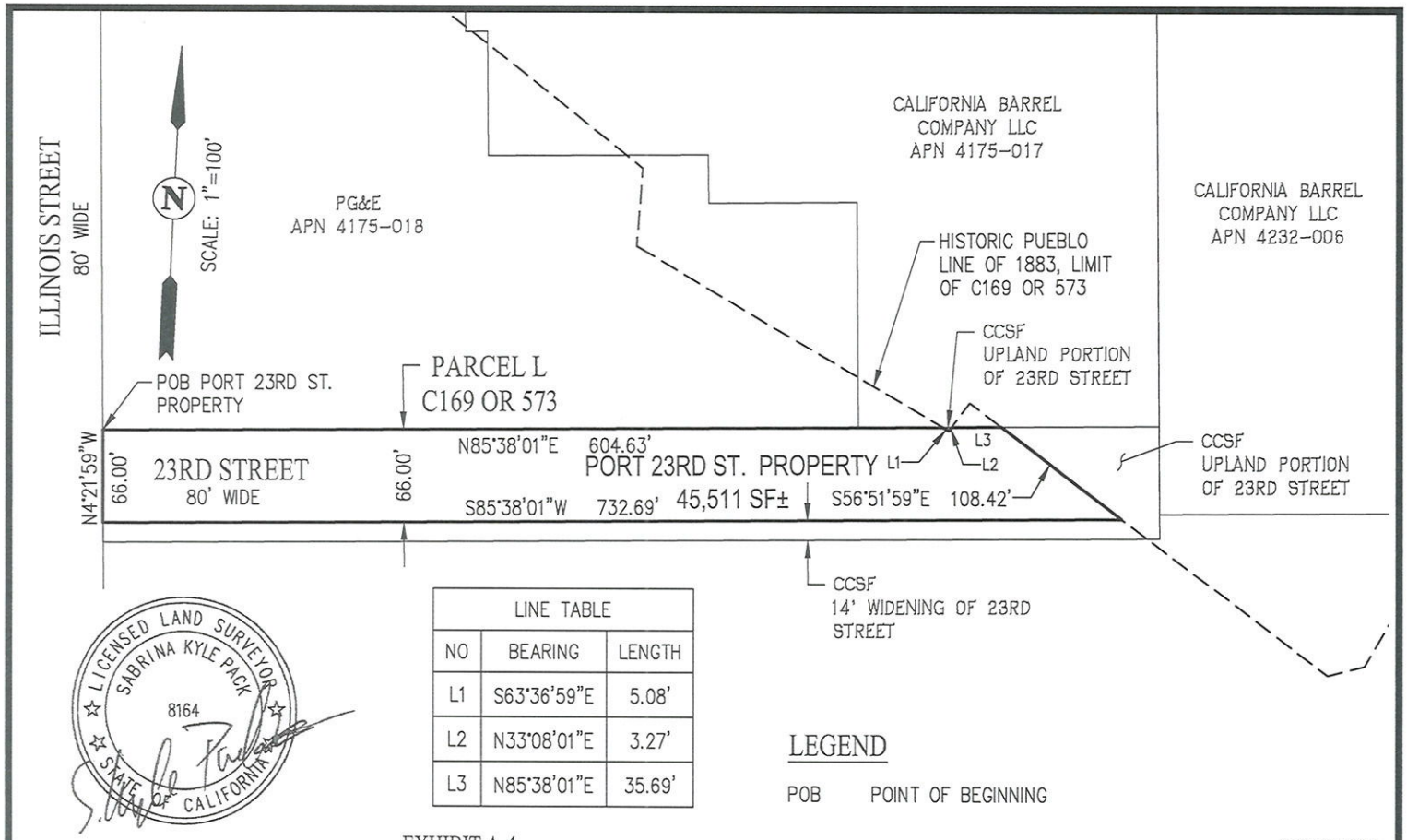
END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-4
Port 23rd St. Property Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	N85°38'01"E	35.69'

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LEGEND

POB POINT OF BEGINNING

EXHIBIT A-4

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT 23RD ST. PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JUNE 2, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

6/2/2020 3:30 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-004 PORT PARCELS.DWG

JUNE 2, 2020
JOB NO.: 2747-000

EXHIBIT A-4
PROPERTY DESCRIPTION
PORT 23RD ST. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL L, AS SAID PARCEL L IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "DESCRIPTION", RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL L, SAID POINT BEING THE NORTHEASTERN CORNER OF 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL L, THE FOLLOWING SIX (6) COURSES:

1) ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884;

2) ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES: SOUTH 63°36'59" EAST 5.08 FEET AND

3) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET,

4) ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 35.69 FEET TO A POINT ON SAID PUEBLO LINE,

5) ALONG SAID PUEBLO LINE, SOUTH 56°51'59" EAST 108.42 FEET TO A POINT ON THE SOUTHERN LINE OF SAID 23RD STREET (FORMERLY 66 WIDE), AND

6) ALONG SAID SOUTHERN LINE, SOUTH 85°38'01" WEST 732.69 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL F (C169 OR 573), ALONG SAID EASTERN LINE OF ILLINOIS STREET (80 FEET WIDE), NORTH 04°21'59" WEST 66.00 FEET TO SAID POINT OF BEGINNING.

CONTAINING 45,511 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

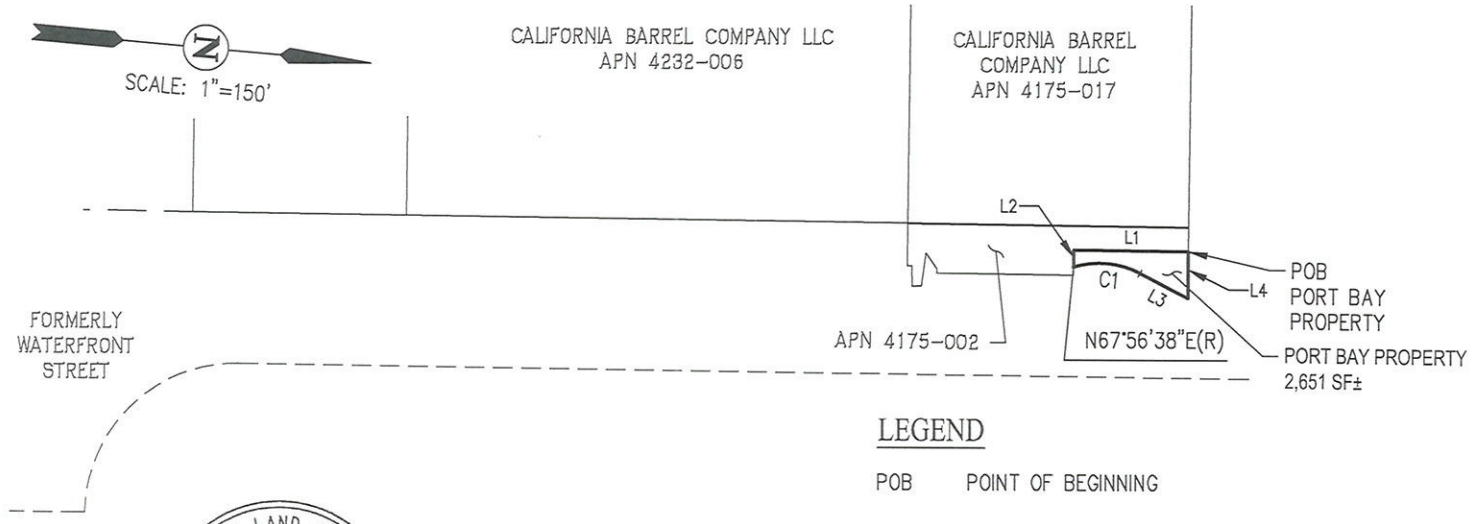
END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-5
Port Bay Property Legal Description



LEGEND

POB POINT OF BEGINNING

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LINE TABLE		
NO	BEARING	LENGTH
L1	S04°21'59"E	113.51'
L2	N86°57'51"E	17.19'
L3	N22°09'26"E	53.51'
L4	S85°38'01"W	46.18'

CURVE TABLE			
NO	RADIUS	DELTA	LENGTH
C1	88.00'	44°12'48"	67.91'

EXHIBIT A-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT BAY PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JUNE 2, 2020

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

6/2/2020 3:48 PM

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-004 PORT PARCELS.DWG

JUNE 2, 2020
JOB NO.: 2747-000

EXHIBIT A-5
PROPERTY DESCRIPTION
PORT BAY PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

BEING A PORTION OF PARCEL A, AS SAID PARCEL A IS DESCRIBED IN THAT CERTAIN DOCUMENT ENTITLED "DESCRIPTION" RECORDED MAY 14, 1976, IN BOOK C169 OF OFFICIAL RECORDS AT PAGE 573, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE BOUNDARY LINE OF SAID PARCEL A, SAID POINT BEING THE NORTHERN TERMINUS OF THAT CERTAIN COURSE DESCRIBED AS "130. S. 04°20′ E., 113.69 FEET";

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID BOUNDARY LINE OF PARCEL A, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 04°21'59" EAST (THE BEARING OF SAID BOUNDARY LINE BEING TAKEN AS SOUTH 04°21'59" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 113.51 FEET, AND

2) NORTH 86°57'51" EAST 17.19 FEET;

THENCE, LEAVING SAID BOUNDARY LINE OF PARCEL A, ALONG THE ARC OF A NON-TANGENT 88.00 FOOT RADIUS CURVE TO THE RIGHT, FROM WHICH THE CENTER OF SAID CURVE BEARS NORTH 67°56'38" EAST, THROUGH A CENTRAL ANGLE OF 44°12'48", AN ARC DISTANCE OF 67.91 FEET;

THENCE, NORTH 22°09'26" EAST 53.51 FEET;

THENCE, SOUTH 85°38'01" WEST 46.18 FEET TO SAID POINT OF BEGINNING.

CONTAINING 2,651 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit A-6
Port Craig Lane Property Legal Description

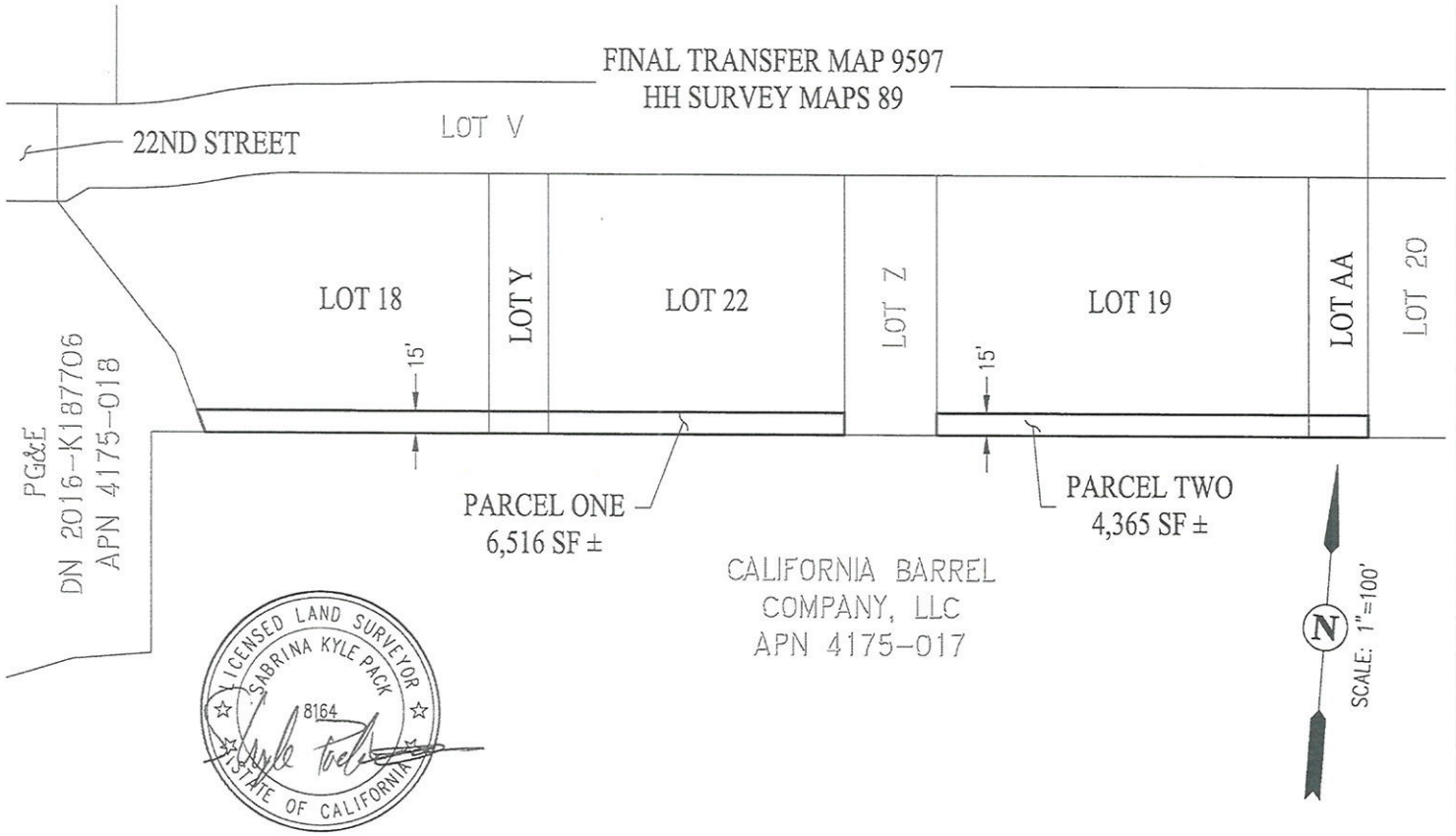


EXHIBIT A-6

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

LEASE AREA - PORT CRAIG LANE
LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

JULY 29, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

JOB NO. 2747-000

F:\2747-000\ACAD\SURVEY\PLATS\PLAT-006 CRAIG LANE SAN FRANCISCO PORT PARCEL.DWG

7/29/2019 1:46 PM

JULY 29, 2019
JOB NO.: 2747-000

EXHIBIT A-6

PROPERTY DESCRIPTION

LEASE AREA - PORT CRAIG LANE

LOTS 18, 19, 22, Y AND AA, FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89)
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

PARCEL ONE

BEING A PORTION OF LOTS 18, 22, AND LOT Y, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON THAT CERTAIN FINAL TRANSFER MAP 9597, RECORDED FEBRUARY 7, 2019, IN BOOK HH OF SURVEY MAPS, AT PAGE 89, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 6,516 SQUARE FEET OF LAND, MORE OR LESS.

PARCEL TWO

BEING A PORTION OF LOT 19 AND LOT AA, AS SAID LOTS ARE SHOWN AND SO DESIGNATED ON SAID FINAL TRANSFER MAP 9597 (HH SURVEY MAPS 89), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THE SOUTHERN FIFTEEN (15) FEET OF SAID LOTS.

CONTAINING 4,365 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE MADE A PART HEREOF.

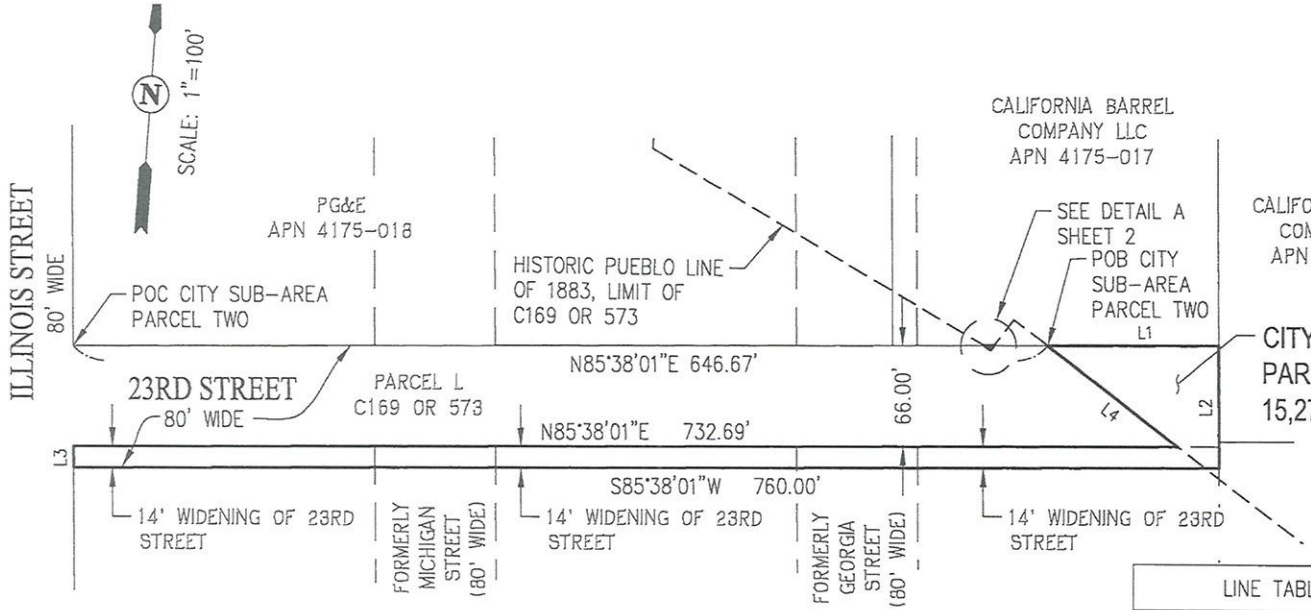


END OF DESCRIPTION

S. Kyle Pack

SABRINA KYLE PACK P.L.S.
L.S. NO. 8164

Exhibit A-7
City Sub-Area Legal Description



LINE TABLE		
NO	BEARING	LENGTH
L1	N85°38'01"E	113.32'
L2	S04°21'59"E	80.00'
L3	N04°21'59"W	14.00'
L4	N56°51'59"W	108.42'

LICENSED LAND SURVEYOR
SABRINA KYLE PACK
8164
STATE OF CALIFORNIA

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 1 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

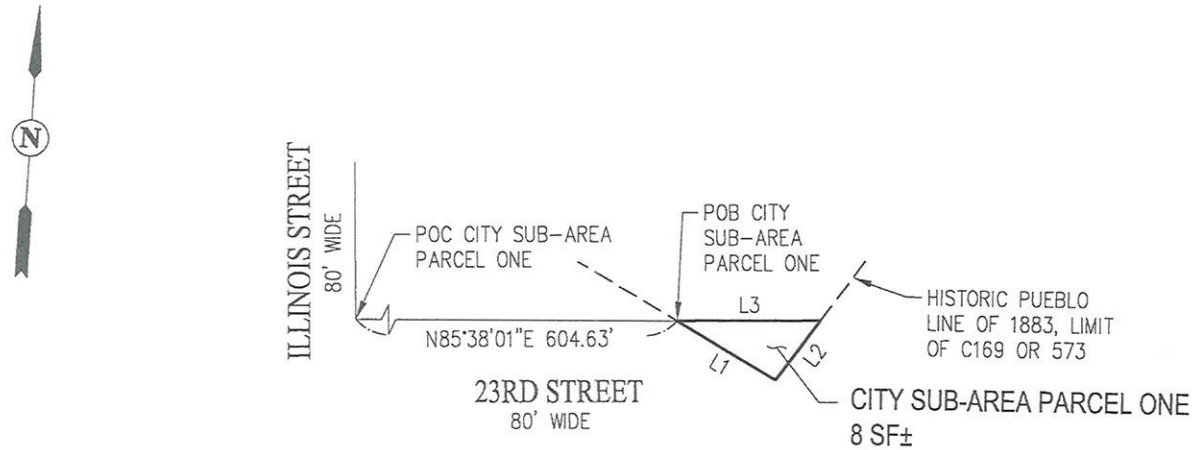
CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
SEPTEMBER 20, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
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DETAIL A
NOT TO SCALE

LINE TABLE		
NO	BEARING	LENGTH
L1	S63°36'59"E	5.08'
L2	N33°08'01"E	3.27'
L3	S85°38'01"W	6.35'

LEGEND

POB POINT OF BEGINNING
POC POINT OF COMMENCEMENT

EXHIBIT A-7

SHEET 2 OF 2

PLAT TO ACCOMPANY LEGAL DESCRIPTION

CITY SUB-AREA PROPERTY
POTRERO SITE
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
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SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-7

PROPERTY DESCRIPTION
CITY SUB-AREA PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA

REAL PROPERTY, SITUATE IN THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, COMPRISED OF TWO (2) PARCELS, DESCRIBED AS FOLLOWS:

CITY SUB-AREA PARCEL ONE

BEING A PORTION OF 23RD STREET (FORMERLY NEVADA STREET, 80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 604.63 FEET TO A POINT ON THE BOUNDARY LINE OF THE PUEBLO OF SAN FRANCISCO AS SURVEYED BY F. VON LEICHT, U.S. DEPUTY SURVEYOR, IN DECEMBER 1883 AND SHOWN ON "PLAT OF THE PUEBLO LANDS OF SAN FRANCISCO FINALLY CONFIRMED TO THE CITY AND COUNTY OF SAN FRANCISCO", APPROVED MAY 15, 1884, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, ALONG SAID PUEBLO LINE, THE FOLLOWING TWO (2) COURSES:

1) SOUTH 63°36'59" EAST 5.08 FEET AND

2) NORTH 33°08'01" EAST 3.27 FEET TO SAID NORTHERN LINE OF SAID 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE OF 23RD STREET, SOUTH 85°38'01" WEST 6.35 FEET TO SAID POINT OF BEGINNING.

CONTAINING 8 SQUARE FEET OF LAND, MORE OR LESS.

CITY SUB-AREA PARCEL TWO

BEING A PORTION OF SAID 23RD STREET (FORMERLY NEVADA STREET, FORMERLY 66 FEET WIDE), A PORTION OF THE 14 FOOT WIDENING OF 23RD STREET, AS SHOWN ON THE MAP ENTITLED "MAP SHOWING THE WIDENING OF TWENTY-THIRD STREET FROM THIRD STREET TO ITS EASTERLY TERMINATION", FILED ON JULY 22, 1927, IN BOOK L OF MAPS, AT PAGE 34, IN SAID OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, AND BEING A PORTION

SEPTEMBER 20, 2019
JOB NO.: 2747-000

OF MICHIGAN STREET (80 FEET WIDE) AND GEORGIA STREET (80 FEET WIDE), MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERN CORNER OF SAID 23RD STREET (FORMERLY 66 FEET WIDE) AND ILLINOIS STREET (80 FEET WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID 23RD STREET, NORTH 85°38'01" EAST (THE BEARING OF SAID NORTHERN LINE BEING TAKEN AS NORTH 85°38'01" EAST FOR THE PURPOSE OF MAKING THIS DESCRIPTION) 646.67 FEET TO A POINT ON SAID PUEBLO LINE, SAID POINT BEING THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE OF 23RD STREET, NORTH 85°38'01" EAST 113.32 FEET TO THE WESTERN LINE OF FORMER LOUISIANA STREET (80 FEET WIDE);

THENCE, ALONG SAID WESTERN LINE, SOUTH 04°21'59" EAST 80.00 FEET TO THE SOUTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID SOUTHERN LINE, AND ITS CONNECTING PROLONGATIONS, SOUTH 85°38'01" WEST 760.00 FEET TO THE EASTERN LINE OF SAID ILLINOIS STREET (80 FEET WIDE);

THENCE, ALONG SAID EASTERN LINE, NORTH 04°21'59" WEST 14.00 FEET TO THE NORTHERN LINE OF SAID 14 FOOT WIDENING OF 23RD STREET;

THENCE, ALONG SAID NORTHERN LINE, AND IT'S CONNECTING PROLONGATIONS, NORTH 85°38'01" EAST 732.69 FEET TO A POINT ON SAID PUEBLO LINE;

THENCE, ALONG SAID PUEBLO LINE, NORTH 56°51'59" WEST 108.42 FEET TO SAID POINT OF BEGINNING.

CONTAINING 15,279 SQUARE FEET OF LAND, MORE OR LESS.

ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION



S. Kyle Pack

SABRINA KYLE PACK, P.L.S.
L.S. NO. 8164

Exhibit B
List of Initial Approvals

A. Final approval actions by the City and County of San Francisco Board of Supervisors for the Potrero Power Station Mixed-Use Project

1. Ordinance 0062-20 (File No. 200040): (1) Approving a Development Agreement between the City and County of San Francisco and California Barrel Company LLC; (2) waiving or modifying certain provisions of the Administrative Code, Planning Code, Subdivision Code, and Zoning Map; and (3) adopting findings under the California Environmental Quality Act, public trust findings, and findings of consistency with the General Plan and Planning Code priority policies.

2. Ordinance 0061-20 (File No. 200039): Amending the Planning Code and the Zoning Maps to establish the Power Station Special Use District and Height and Bulk districts.

3. Ordinance 0064-20 (File No. 200174): Amending the General Plan to conform the General Plan with the Potrero Power Station Special Use District.

4. Resolution 0164-20 (File No. 200217): Resolution approving ground lease with Developer and the Port.

B. Final and Related Approval Actions of City and County of San Francisco Port Commission (referenced by Resolution number "R No.")

1. R No. 20-12: (1) Consent to Development Agreement; (2) approval of a ground lease with Developer and Port for public parks and open space and publicly accessible ways; (3) delegation of authority to Port's Executive Director to enter into one or more Memoranda of Understandings with various City agencies, including the San Francisco Public Utilities Commission, the San Francisco Public Works Department and the Department of Building Inspection, relating to each agency's role and responsibility; and (4) adoption of environmental findings, including a mitigation monitoring and reporting program and a statement of overriding considerations, pursuant to the California Environmental Quality Act..

C. Final and Related Approval Actions of City and County of San Francisco Planning Commission (referenced by Motion Number "M No." or Resolution Number "R No.")

1. M No. 20635: Certifying the Final Environmental Impact Report for the Potrero Power Station Mixed-Use Development Project.

2. M No. 20636: Adopting Findings and Statement of Overriding Considerations under the California Environmental Quality Act.

3. R No. 20637: Recommending to the Board of Supervisors approval of the General Plan Amendments to conform the General Plan to the Potrero Power Station Special Use District.

4. R No. 20640: Recommending to the Board of Supervisors approval of a Development Agreement between the City and California Barrel Company LLC

5. R No. 20639: Recommending to the Board of Supervisors approval of amendments to the Planning Code and Zoning Map amendments to establish the Power Station Special Use District and Height and Bulk districts.

6. M No. 20638: Approving the Potrero Power Station Design for Development.

D. Final and Related Approval Actions of Other City and County of San Francisco Boards, Commissions, and Departments:

1. San Francisco Municipal Transportation Agency Resolution Number 200218-017 consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan.

2. San Francisco Public Utilities Commission Resolution Number 20-056 consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan.

3. San Francisco Public Utilities Commission Resolution Number 18-0069 approving the water supply assessment for the Potrero Power Station Project.

Exhibit C
Financing Plan

EXHIBIT C

Financing Plan

This FINANCING PLAN (this "**Financing Plan**") implements and is part of the Development Agreement to which this Financing Plan is attached and of which it is made a part (as amended from time to time as provided thereunder, the "**Development Agreement**"). Capitalized terms used but not otherwise defined in this Financing Plan shall have meanings given to them in the Development Agreement. Each Attachment to this Financing Plan is incorporated herein and made a part hereof as if set forth in full. Each reference to an Attachment in this Financing Plan shall mean that Attachment as it may be updated or amended from time to time in accordance with the terms of this Agreement.

The Effective Date of the original Financing Plan that has been amended and restated as set forth herein (the "**Original Financing Plan**") was prior to the formation of the CFD. Since such Effective Date, the Board of Supervisors undertook proceedings for the CFD, including a resolution of intention of the Board of Supervisors of the City to establish the CFD (Resolution No. 30-22), a resolution of intention of the Board of Supervisors to incur bonded indebtedness and other debt (Resolution No. 29-22), a resolution of the Board of Supervisors of the City forming the CFD (Resolution No. 83-22), and a resolution of the Board of Supervisors of the City declaring the necessity to incur bonded indebtedness and other debt for the CFD (Resolution No. 84-22) (collectively, the "**CFD Formation Resolutions**"). The CFD Formation Resolutions also approved the Rate and Method of Apportionment of Special Taxes for Improvement Area No. 1 of the CFD (the "**IA No. 1 RMA**" and together with the CFD Formation Resolutions, the "**CFD Proceedings**"). Except as set forth in this paragraph, the Original Financing Plan has not been amended to describe the CFD as formed. In the event of any inconsistency between the terms of this Financing Plan and the CFD Proceedings, the CFD Proceedings shall govern.

The City approved this Financing Plan as part of an amendment to the Development Agreement pursuant to Ordinance No. 067-24 (File No. 231274), adopted by the Board of Supervisors on March 26, 2024, which was signed by the Mayor on April 4, 2024. Pursuant to Resolution No. 113-14, the City also approved the IFP attached hereto as Attachment 1 and the EIFD Acquisition and Financing Agreement in the form attached hereto as Attachment 2.

1. OVERVIEW

1.1 CFD Financing Plan Purposes

(a) Purpose of Financing Plan for CFD. The purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, the City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to do all of the following, all related to and in furtherance of the development and operation of the

Project and all as more particularly described herein: (i) establish the CFD, (ii) approve each RMA with a Facilities Special Tax and a Contingent Services Special Tax, and, at the sole discretion of Developer, a Services Special Tax, (iii) levy Project Special Taxes, and (iv) issue CFD Bonds.

(b) Structure of CFD. This Financing Plan is also designed to provide flexibility to Developer to tailor the CFD to the phasing and marketing of the Developer Property. Accordingly, while ultimately the CFD will comprise the entirety of the Developer Property, Developer shall have the flexibility to request that (i) the CFD be formed initially over the entirety of the Developer Property, or (ii) the CFD be formed initially over one or more phases of the Developer Property in an Improvement Area, with the remainder of the Developer Property (and, in either case, possibly other property outside the Project Site) being identified as Future Annexation Area. If Developer requests an initial Improvement Area with Future Annexation Area, Developer may also request the further flexibility to annex the property identified as the Future Annexation Area into the initial Improvement Area or into a newly-created Improvement Area. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the CFD Proceedings. Developer shall complete the annexation process for a Development Phase not then within the CFD before approval by the City of the Development Phase Application for such Development Phase.

1.2 EIFD Financing Plan Purposes

(a) As stated above, the purpose of this Financing Plan is to establish the contractual framework for mutual cooperation between the City and Developer necessary to implement the Project. Accordingly, the City shall take all actions reasonably necessary, and Developer shall cooperate reasonably, to do all of the following, all related to and in furtherance of the development and operation of the Project and all as more particularly described herein: (i) request the Public Financing Authority to form, and cooperate with the Public Financing Authority in connection with formation of, the EIFD; (ii) request the Public Financing Authority to approve the IFP in substantially the form attached hereto; (iii) execute the EIFD Acquisition and Financing Agreement in substantially the form attached hereto; (iv) request the Public Financing Authority to execute the EIFD Acquisition and Financing Agreement in substantially the form attached hereto; (v) implement the IFP and EIFD Acquisition and Financing Agreement; and (vi) subject to the terms hereof, cooperate with the issuance of EIFD Bonds and utilize the proceeds of the Bonds to acquire and/or reimburse Developer for EIFD Improvements.

2. COMMUNITY FACILITIES DISTRICT FINANCING

2.1 Formation of the CFD

(a) Formation. Except as otherwise agreed to by Developer and the City, Developer shall submit a petition to the City under the CFD Act for formation of the CFD over some or all of the Developer Property so that the CFD is established by the Board of Supervisors before approval by the City of the first tentative subdivision map for the Project. The City shall initiate formation of the CFD pursuant to this Financing Plan promptly following submission by Developer of such petition and compliance with section 53318(d) of the Mello-Roos Act. The City and Developer intend that the provisions of this Financing Plan be consistent with and authorized by the CFD Goals; accordingly, at the time the CFD is formed, the City may waive any provisions in its CFD Goals that are inconsistent with this Financing Plan, subject to the restrictions set forth in Section 2.6(g). In addition, as part of the CFD formation proceedings, Developer and the City may mutually agree to exempt certain property within the Developer Property and to identify additional property (on or outside the Project Site) for future annexation as set forth in Section 1.1(b). So long as the CFD complies in all material respects with the terms and conditions set forth in this Financing Plan, Developer agrees to vote in favor of the formation of the CFD for which it has petitioned and in favor of subsequent annexations of any portions of the Developer Property that are not initially included in the CFD, in any case subject to revisions approved by the City and Developer. For the avoidance of doubt, if Developer Transfers any portion of the Developer Property before formation of the CFD, the Transferee shall also be required to vote in favor of the formation of the CFD and annexations in accordance with the previous sentence.

(b) Taxable Parcels. Developer and the City intend that Facilities Special Taxes and Services Special Taxes (if any) and, upon the occurrence of a Contingent Trigger Event, the Contingent Services Special Taxes, will be levied against all Taxable Parcels for the purposes described in this Financing Plan and agree that all Exempt Parcels shall be exempt from Project Special Taxes.

(c) Petition.

(i) In its petition, Developer may in its sole discretion include proposed specifications for the CFD (and each Improvement Area), including (A) Facilities Special Tax rates that comply with Section 2.3(e), (B) Services Special Tax rates in the sole discretion of Developer, (C) Contingent Services Special Tax rates that comply with Section 2.3(e), (D) any tax zones within the CFD (and each Improvement Area), (E) any property that will be an Exempt Parcel, and (F) any property (whether on or outside of the Developer Property) for future annexation into the CFD.

(ii) Prior to the time that Developer submits a petition under Section 2.1(a), the City and Developer shall meet with the City's public financing consultants to determine reasonable and appropriate terms of the proposed CFD, which shall be consistent with this Financing Plan, except as otherwise approved by the City and Developer.

(d) Authorized Uses. The CFD (and each and every Improvement Area) shall be authorized to finance Qualified Project Costs, Additional Community Facilities Costs, and, if a Services Special Tax is approved at the sole discretion of Developer or

as otherwise agreed by the City and Developer, Ongoing Maintenance Services Costs, irrespective of the geographic location of the improvements financed or maintained. The CFD (and each and every Improvement Area) shall also be authorized to finance Contingent Services Costs upon the occurrence of a Contingent Trigger Event irrespective of the geographic location of the improvements financed or maintained. For the avoidance of doubt, the CFD (and each Improvement Area therein) shall be authorized to construct and maintain facilities located outside the boundaries of the CFD or the applicable Improvement Area, including on property owned by the Port.

(e) Joint Community Facilities Agreements. Under the CFD Act, the City may be required to enter into a joint community facilities agreement with another Governmental Entity that will own or operate any of the authorized improvements. The City and Developer agree that to the extent required for compliance with the CFD Act they shall each take all steps reasonably necessary to procure the authorization and execution of any such joint community facilities agreement with any such Governmental Entity before the issuance of any CFD Bonds that will finance authorized improvements that will be owned or operated by such Governmental Entity. The City and Developer do not currently anticipate that any of the authorized improvements will be owned by a Governmental Entity other than the City or the Port.

(f) Notice of Special Tax Lien. Project Special Taxes shall be secured by recordation in the Official Records of continuing liens against (i) all Taxable Parcels located in the initial Improvement Area(s) at the time of CFD formation and (ii) all Taxable Parcels in property annexed into an Improvement Area at the time of such annexation.

2.2 Scope of CFD-Financed Costs

(a) Authorized Costs. The CFD (and each Improvement Area therein) may finance only Qualified Project Costs, Additional Community Facilities Costs, and, if a Services Special Tax is approved at the sole discretion of Developer or as otherwise agreed by Developer and the City, Ongoing Maintenance Services Costs. The CFD (and each Improvement Area therein) shall also be authorized to levy the Contingent Services Special Tax upon the occurrence of a Contingent Trigger Event to finance the Contingent Services Costs.

2.3 Parameters of CFD Formation

(a) RMA. Except as otherwise approved by the City and Developer, each RMA shall be consistent with this Financing Plan and, to the extent consistent with this Financing Plan, Developer's petition.

(b) Cooperation. Developer and the City shall cooperate reasonably in developing each RMA. Developer and the City shall each use good-faith reasonable efforts at all times to furnish timely to the other, or to obtain and then furnish timely to the other, any information reasonably necessary to develop each RMA, such as legal

boundaries of the property to be included and Developer's plans for the types, sizes, numbers, and timing for development within the CFD or Improvement Area.

(c) RMA Consultants and Approval. Each RMA shall be: (i) developed by the City's special tax consultant, in consultation with Developer and the City's staff and other consultants consistent with this Financing Plan; and (ii) subject to approval of the Board of Supervisors in its resolution of formation for the CFD and such other legislative actions required by such resolution of formation. Project Special Taxes on any Taxable Parcel must not exceed any applicable maximum specified in the CFD Goals and must not be less than the minimum rate specified in this Financing Plan, unless otherwise approved by the City's staff, Developer, and the Board of Supervisors.

(d) Priority Administrative Costs. In the formation process for the CFD, the City and Developer shall agree on the amount of annual CFD administrative costs that will have first priority for payment by Project Special Taxes within each Improvement Area based on: (i) actual administration costs of other community facilities districts of the City; and (ii) the CFD's complexity and size. In determining coverage requirements for any reason (e.g., bond sizing, parity bonds, etc.), the City shall use the priority administrative costs for such Improvement Area when estimating administrative expenses.

(e) Project Special Taxes. Each RMA shall create three categories of special taxes: the Facilities Special Tax, the Services Special Tax (at the sole discretion of Developer), and the Contingent Services Special Tax. Each RMA shall establish Facilities Special Tax rates, Services Special Tax rates (if any), and Contingent Services Special Tax rates. The Facilities Special Tax rates, Services Special Tax rates (if any), and Contingent Services Special Tax rates for Developed Property may vary based on sizes, densities, types of buildings to be constructed, and other relevant factors when the CFD is formed or property is annexed to the CFD. Each RMA shall establish Facilities Special Tax rates assuming that any First Tranche CFD Bonds issued will have a debt service coverage ratio of one hundred ten percent (110%), unless the City and Developer approve a higher ratio to market the First Tranche CFD Bonds effectively. Each RMA shall establish Facilities Special Tax rates for Undeveloped Property, provided, that, except to the extent otherwise agreed to by Developer, both before and after the CFD Conversion Date, Facilities Special Taxes (i) may not be levied on Undeveloped Property to create Remainder Taxes and (ii) shall only be levied on Undeveloped Property to the extent required under Section 2.3(g)(ii). There shall be no levy of Services Special Taxes or Contingent Services Special Taxes on Undeveloped Property. In its petition, and in connection with any annexation of property to an Improvement Area, Developer shall select Project Special Tax rates in its sole discretion, provided that such rates are consistent with the following:

(i) The maximum Facilities Special Tax rates shall be set at an amount that, when applied to the expected buildout of the Project (i.e., the 5.4 million square foot project, including the PG&E Affected Area, as described in the Plan Documents), including all land uses for property within the CFD, including property in all Improvement Areas (if applicable), would produce total aggregate maximum Facilities

Special Tax revenues of not less than $3,300,000 (in Fiscal Year 2019-20 dollars, escalated two percent (2%) as of July 1 of each Fiscal Year thereafter commencing July 1, 2020), based on the land use program submitted by Developer and verified by the City's special tax consultant. The expected aggregate maximum Facilities Special Tax revenues of $3,300,000 in Fiscal Year 2019-20 dollars (escalated two percent (2%) as of July 1 of each fiscal year) described in this Section 2.3(e)(i) are referred to in this Financing Plan as "**Base Aggregate Facilities Special Tax Revenues**". Developer will be permitted to select the maximum Facilities Special Tax rate for each land use type as long as they generate the Base Aggregate Facilities Special Tax Revenues. The Base Aggregate Facilities Special Tax Revenues were calculated based on the assumption that the PG&E Affected Area will be part of the Project. However, the Parties acknowledge that the Project may not include the PG&E Affected Area. To the extent that the Project does not include the PG&E Affected Area, the Base Aggregate Facilities Special Tax Revenues and Project Special Taxes will be proportionally reduced to reflect the reduction in developable square footage resulting from the PG&E Affected Area not being part of the Project. The intent of the parties is that the PG&E Affected Area should not be encumbered with the lien of the CFD until it is determined the extent to which the PG&E Affected Area will be part of the ultimate development of the Project.

(ii) The Services Special Tax rates on Taxable Parcels of residential and commercial property may be determined in the sole discretion of Developer (and, for the avoidance of doubt, may be zero). If approved, the Services Special Tax shall be used only for specific purposes that benefit the Project determined by Developer and the City at the time of CFD formation, and Developer and the City shall implement a program for maintenance, repair, replacement and operation of improvements in the Project that allows the City, either by contract with Developer or otherwise in the discretion of the City, to conduct such activities using the Services Special Tax. If approved, the City shall cause the Resolution of Formation for the CFD and the City Ordinance levying any such Services Special Taxes to expressly authorize the maintenance of all Privately-Owned Community Improvements. If approved by Developer and the Board of Supervisors, the Services Special Taxes shall be levied in perpetuity or as otherwise agreed by Developer and the City at the time of CFD formation.

(iii) The Contingent Services Special Tax rate shall be established such that the aggregate Contingent Services Special Tax revenues that can be collected from the Developer Property in each Fiscal Year is equal to the Contingent Services Costs projected for the applicable Fiscal Year as of the date of the RMA and shall be levied only upon the occurrence of a Contingent Trigger Event. The projected Contingent Services Costs shall be reasonably determined by the City and Developer, in consultation with Port, taking into account, among other things, the costs budgeted by the City for the maintenance of the shoreline parks at the adjacent Pier 70 project, on a per acre basis; the amount shall be agreed on or before the time of formation of the CFD, presented by the Port and verified by the City's special tax consultant, after consulting with Developer.

(iv) The Facilities Special Tax rates shall have a term that ends one hundred and eleven (111) years after the Effective Date.

(v) On the first day of the Fiscal Year that immediately follows the CFD Conversion Date for an Improvement Area, the Facilities Special Tax rates for such Improvement Area in effect on the CFD Conversion Date shall automatically, and without action on the part of the City, be reduced (i.e., step-down) to the rates that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area. The reduction shall be determined separately for each Improvement Area. The City and Developer intend for the following example to provide clarity about how the reduction shall be determined for each Improvement Area: assume that when forming Improvement Area No. 1, Developer and City have determined that the maximum Facilities Special Tax rate on the property in Improvement Area No. 1 that will be necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area is $1 per square foot, but Developer has selected a higher maximum Facilities Special Tax rate equal to $1.20 per square foot. (For purposes of this example, annual escalation is ignored.) When the step-down occurs, the maximum Facilities Special Tax rate for Improvement Area No. 1 will be lowered from $1.20 per square foot to $1.00 per square foot (i.e., the maximum Facilities Special Tax rate on the property in Improvement Area No. 1 necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues from such Improvement Area). This reduction will occur on an Improvement Area by Improvement Area basis as the CFD Conversion Date occurs for each Improvement Area, and in each case, the portion of the Facilities Special Tax eliminated will be the amount initially calculated to be over and above the maximum Facilities Special Tax rate on the property in the Improvement Area necessary to produce the share of the Base Aggregate Facilities Special Tax Revenues from such Improvement Area.

(vi) For purposes of clarity, subject to the requirements of Section 2.3(e)(i) and Section 2.3(e)(iii), (a) Developer may select different Facilities Special Tax rates and Contingent Services Special Tax rates for different land use types, including different rates for for-rent and for-sale housing and for retail, office, life science, and all other non-residential uses and (b) Developer may select the Facilities Special Tax rates and Contingent Services Special Tax rates for each Improvement Area and/or for each Development Phase that are different than the Facilities Special Tax rates and Contingent Services Special Tax rates for other Improvement Areas and/or Development Phases, as long as, in each case, Developer establishes a reasonable basis for such rates to the reasonable satisfaction of the City and such rates comply with the CFD Act.

(f) Escalation of Special Tax Rates. For the Facilities Special Tax, each RMA shall provide for annual increases in the Facilities Special Tax rates of two percent (2%) annually as of July 1 of each Fiscal Year. For the Services Special Tax (if any), each RMA shall provide for annual increases as of July 1 of each Fiscal Year that shall be the lesser of (i) the percentage change in CPI, and (ii) five percent (5%). For the Contingent Services Special Tax, each RMA shall provide for annual increases as of July 1 of each Fiscal Year that shall be the lesser of (a) the percentage change in CPI, and (b) five percent (5%).

(g) Priority for Annual Levy of Facilities Special Taxes. Each RMA must reflect the priorities set forth below:

(i) First, Facilities Special Taxes will be levied on each Taxable Parcel of Developed Property at the maximum Facilities Special Tax rate, regardless of whether the City has issued CFD Bonds or the debt service requirements for any existing CFD Bonds, before applying any capitalized interest.

(ii) Second, to the extent the funds to be collected under clause (i) will not be sufficient to satisfy the Facilities Special Tax Requirement in full after application of any capitalized interest, Facilities Special Taxes will be levied proportionately on each Taxable Parcel of Undeveloped Property, up to one hundred percent (100%) of the applicable maximum Facilities Special Tax rate established in the applicable RMA, until the Facilities Special Tax Requirement is satisfied.

(h) Use of Remainder Taxes.

(i) Developer and the City contemplate that, within the CFD (and each Improvement Area therein) (A) prior to the CFD Conversion Date, Qualified Project Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds and after the final maturity of any CFD Bonds, and (B) both prior to the CFD Conversion Date and after the CFD Conversion Date, Additional Community Facilities Costs will be paid from Remainder Taxes both before and after the issuance of CFD Bonds and after the final maturity of any CFD Bonds. Developer and the City may also agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with Remainder Taxes before or after the CFD Conversion Date. Accordingly, each RMA shall provide that Remainder Taxes may be used to finance Qualified Project Costs and Additional Community Facilities Costs and, if agreed by Developer and the City, Ongoing Maintenance Services Costs. Annually, on or before October 1 of each year, the City shall deposit Remainder Taxes in the applicable Remainder Taxes Project Account.

(ii) Prior to the applicable CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account for an Improvement Area shall be used to pay the costs described in, and in the priority set forth in, Section 2.5(c). After the applicable CFD Conversion Date, amounts on deposit in the Remainder Taxes Project Account for an Improvement Area shall be used to pay the costs described in, and in the priority set forth in, Section 2.4(f). In addition, notwithstanding anything in this Financing Plan to the contrary, Developer and the City may also agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with amounts on deposit in a Remainder Taxes Project Account before or after the CFD Conversion Date.

(i) No Pledge for Debt Service. Remainder Taxes deposited in a Remainder Taxes Project Account shall not be deemed or construed to be pledged for payment of debt service on any CFD Bonds, and neither Developer nor any other Person shall have the right to demand or require that the City or Fiscal Agent, as applicable, use funds in a Remainder Taxes Project Account to pay debt service. Prior to the applicable CFD Conversion Date, any amounts in a Remainder Taxes Project Account that are not needed to pay Qualified Project Costs may be used by the City to pay CFD administrative costs or replenish a debt service reserve account for any CFD Bonds for the applicable Improvement Area.

(j) Prepayment. Each RMA shall include provisions allowing a property owner within the related Improvement Area that is not in default of its obligation to pay Facilities Special Taxes to prepay Facilities Special Taxes based on a formula that will require payment of the property owner's anticipated total Facilities Special Tax obligation. Prepaid Facilities Special Taxes shall be placed in a segregated account in accordance with the applicable Indenture. Each RMA and each Indenture shall specify the use of prepaid Facilities Special Taxes. Neither the Services Special Tax (if any) nor the Contingent Services Special Tax (if any) may be prepaid.

(k) Affordable Housing and Other Facilities. Notwithstanding anything to the contrary contained herein, the RMA shall (i) include provisions exempting parcels that contain 100% Affordable Units, (ii) establish reduced Project Special Tax rates for Inclusionary Units as approved by Developer and the City, and (iii) establish reduced Project Special Tax rates for childcare and community facilities.

(l) Amendment to RMA. Nothing in this Financing Plan shall prevent an amendment of an RMA under its terms or under Change Proceedings as described in this Financing Plan.

(m) Reducing Facilities Special Tax Rates Before Issuance of First Tranche CFD Bonds. Each RMA shall contain a provision that allows the Facilities Special Tax rates to be reduced upon the written request of Developer before any First Tranche CFD Bonds are issued for the applicable Improvement Area, and the City shall do so upon such written request of Developer so long as such reduction does not reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area. If expressly permitted and defined in an RMA, any such reduction of the Facilities Special Tax rates in the Improvement Area may be done administratively without the vote of the qualified electors of the Improvement Area before First Tranche CFD Bonds are issued for such Improvement Area, so long as such reduction does not reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area, as determined by the City's special tax consultant. If expressly permitted and defined in an RMA, a reduction in one taxing category does not have to be proportionate to the reduction in any other taxing category (i.e., disproportionate reductions may be expressly allowed in each RMA). If the maximum Facilities Special Tax rate is permanently reduced for an Improvement Area, the City shall record timely an appropriate instrument confirming same in the Official Records.

2.4 Issuance of CFD Bonds

(a) Issuance. Subject to approval of the Board of Supervisors, the City, on behalf of the CFD, intends to issue First Tranche CFD Bonds within each Improvement Area for purposes of this Financing Plan, but shall do so only upon the written request of Developer. Developer may submit written requests that the City issue First Tranche CFD Bonds for an Improvement Area specifying requested issuance dates, amounts, and main financing terms. Promptly following Developer's request,

Developer and the City shall meet with the City's public financing consultants to determine reasonable and appropriate issuance dates, amounts, and main financing terms that are consistent with this Financing Plan.

(b) Payment Dates. So that Remainder Taxes may be calculated on the same date for all CFD Bonds, each issue of CFD Bonds shall have interest payment dates of March 1 and September 1, with principal due on September 1.

(c) Value-to-Lien Ratio. The appraised or assessed value-to-lien ratio required for each First Tranche CFD Bond issue shall be three to one (3:1), unless otherwise required by the CFD Act or otherwise approved by the City and Developer.

(d) Coverage Ratio. All First Tranche CFD Bonds shall have a debt service coverage-ratio of one hundred ten percent (110%), unless otherwise approved by the City and Developer.

(e) Term. Subject to Section 2.8, each issue of First Tranche CFD Bonds shall have a term of not less than thirty (30) years and not more than forty (40) years, unless otherwise approved by the City and Developer.

(f) Second Tranche CFD Bonds. After the CFD Conversion Date for an Improvement Area the City has the right in its sole discretion to issue Second Tranche CFD Bonds in such Improvement Area as set forth in this Financing Plan. Subject to the Tax Laws, the CFD Act, and Section 2.4(g), after the CFD Conversion Date for an Improvement Area, Second Tranche CFD Bond proceeds and Remainder Taxes in such Improvement Area shall be used in the following order of priority:

(i) Shoreline Improvement Costs;

(ii) Future Sea Level Rise Improvement Costs with respect to Future Sea Level Rise Improvements in the vicinity of the Project Site; and

(iii) Additional Community Facilities Costs.

On or before each April 1 after the CFD Conversion Date, Developer may present the City with a proposed budget for Shoreline Improvement Costs to be financed by Second Tranche CFD Bond proceeds and Remainder Taxes in each Improvement Area for which the CFD Conversion Date has occurred. Developer and the City shall meet and confer in good faith with respect to such budget. Such budget shall be subject to the approval of the City to confirm that (1) the costs included therein are consistent with the definition of Shoreline Improvement Costs and that the amounts and timing therein are consistent with the Tax Laws and the CFD Act and (2) the budget for items in clause (i) of the definition of Shoreline Improvements is consistent with satisfying reasonable maintenance, repair and replacement standards of similar projects in the City and meeting applicable Project requirements (including applicable Law, the Approvals, the Port Lease and the CC&Rs), such approval not to be unreasonably withheld, conditioned or delayed. After the payment or reservation in a fiscal year of Shoreline Improvement Costs pursuant to such fiscal year's budget and consistent with this

Financing Plan, the City shall determine the use of such remaining Second Tranche CFD Bond proceeds and Remainder Taxes in such fiscal year for the purposes in clauses (ii) and (iii) in its sole discretion. If Shoreline Improvement Costs are to be funded under such budget but are not then ready for payment, the Project Special Taxes necessary, or annual Project Special Tax capacity necessary to secure Second Tranche CFD Bonds, to pay for such Shoreline Improvement Costs shall be reserved to pay for such Shoreline Improvement Costs before paying for items of lower priority. Any Second Tranche CFD Bonds issued to fund items in clauses (ii) and (iii) shall be sized based on a Project Special Tax revenue stream that does not include the higher-priority budgeted amounts.

(g) Office of Public Finance. All decisions by the City regarding the issuance of CFD Bonds shall be made following consultation with the City's Office of Public Finance.

(h) Federal Tax Law. Developer and the City acknowledge that if the CFD Bonds finance improvements to the Port real property that is subject to the Port Lease, or if the CFD Bonds finance improvements to privately-owned property, then interest on the CFD Bonds may be subject to federal income taxation.

2.5 Use of Proceeds

(a) First Tranche CFD Bond Proceeds. Subject to the Tax Laws, the CFD Act, and the CFD Goals, First Tranche CFD Bond proceeds shall be used in the following order of priority: (i) to fund required reserves and pay costs of issuance; (ii) to fund capitalized interest amounts, if any are requested by Developer; and (iii) to pay costs in the priority set forth in Section 2.5(c). Any First Tranche CFD Bond proceeds remaining after the deposits required by the preceding clauses (i) and (ii) shall be deposited into the CFD Bonds Project Account as designated in the applicable Indenture.

(b) Qualified Project Costs; Additional Community Facilities. By this Financing Plan, the City pledges the proceeds of First Tranche CFD Bonds and Second Tranche CFD Bonds on deposit in each CFD Bonds Project Account or as otherwise provided in the applicable Indenture to finance the costs described in this Financing Plan. In addition, the City further pledges all Remainder Taxes on deposit in each Remainder Taxes Project Account to finance the costs described in Section 2.3(h). In furtherance of this pledge, the City shall levy Facilities Special Taxes in each Fiscal Year in strict accordance with the applicable RMA and this Financing Plan.

(c) Priority of Proceeds Prior to CFD Conversion Date. Subject to the Tax Laws and the CFD Act, the proceeds of First Tranche CFD Bonds shall be applied for the following purposes in the following priority:

(i) Qualified Project Costs;

(ii) For costs of maintenance, repair, replacement, and operation of improvements in the Project Site, to the extent Qualified;

(iii) To be held as a reserve for Qualified Project Costs; and

(iv) Additional Community Facilities Costs.

(d) Use of Remainder Taxes. Subject to the Tax Laws and the CFD Act, Remainder Taxes shall be used as set forth in Section 2.3(h).

2.6 Miscellaneous CFD Provisions

(a) Change Proceedings. Subject to the limitations in this Financing Plan, the Tax Laws and the CFD Act, the City shall not reject unreasonably Developer's request to conduct Change Proceedings under the CFD Act to: (i) make any changes to an RMA, including amending the rates and method of apportionment of Facilities Special Taxes; (ii) increase or decrease the authorized bonded indebtedness limit within the CFD (or any Improvement Area therein); (iii) annex property that was not identified as Future Annexation Area into the CFD (or any Improvement Area therein); (iv) add additional public capital facilities; or (v) take other actions reasonably requested by Developer; provided however, that Developer acknowledges that the City may reject in its sole discretion Developer's requested changes in such Change Proceedings if such request would (x) reduce the Facilities Special Tax rates below an amount that will produce the share of the Base Aggregate Facilities Special Tax Revenues expected from such Improvement Area or the Contingent Special Tax revenues below the amount established under Section 2.3(e)(iii) or (y) adversely affect the issuance or amount of Second Tranche Bonds as provided in this Financing Plan. Except as set forth in the previous sentence, for purposes of this Section 2.6(a), the City agrees that none of the following changes shall be deemed to adversely affect the ability of the City to issue Second Tranche CFD Bonds: (x) increasing Project Special Tax rates for any land use classification; (y) increasing the authorized bonded indebtedness limit; and (z) authorizing the financing of additional public capital facilities.

(b) Maintaining Levy of CFD Financing. Under section 3 of article XIIIC of the California Constitution, voters may, under certain circumstances, vote to reduce or repeal the levy of special taxes in a community facilities district. However, section 9 of article I of the California Constitution prohibits the passage of a law resulting in an impairment of contract. The purpose of this Section 2.6(b) is to give notice that: (i) the Development Agreement (including this Financing Plan) is a contract between Developer and the City; (ii) the financing of Qualified Project Costs and Additional Community Facilities Costs through the application of CFD Bond proceeds (which are secured by Facilities Special Taxes) and Remainder Taxes is an essential part of the consideration for the Development Agreement; (iii) if approved, the financing of Ongoing Maintenance Services through the application of Services Special Taxes and otherwise as set forth in this Financing Plan is an essential part of the consideration for the Development Agreement; (iv) the ability to collect the Contingent Services Special Tax upon the occurrence of a Contingent Trigger Event is essential for the maintenance of the Project; and (v) any reduction in the City's ability to levy and collect Project Special Taxes would materially impair the Development Agreement. To further preserve the Development Agreement, the City agrees that: (y) until all First Tranche CFD Bonds

have been repaid in full or defeased before maturity for any reason other than a refunding, and except as otherwise provided in this Financing Plan, it shall not initiate or conduct proceedings under the CFD Act to reduce Project Special Tax rates without Developer's written consent or if not otherwise legally compelled to do so (e.g., by a final order of a court of competent jurisdiction); and (z) if the voters adopt an initiative ordinance under section 3 of article XIIIC of the California Constitution that purports to reduce, repeal, or otherwise alter Project Special Tax rates before all First Tranche CFD Bonds have been repaid in full or defeased before maturity for any reason other than a refunding, the City shall meet and confer with Developer to consider commencing and pursuing reasonable legal action to preserve the City's ability to comply with this Financing Plan.

(c) Covenant to Foreclose. The City shall covenant with CFD bondholders to foreclose the lien of delinquent Facilities Special Taxes consistent with the general practice for community facilities districts in California and otherwise as determined by the City in consultation with its underwriter or financial advisor for the CFD Bonds and other consultants, subject to applicable laws.

(d) Reserve Fund Earnings. The Indenture for each issue of First Tranche CFD Bonds shall provide that earnings on any reserve fund that are not then needed to replenish the reserve fund to the reserve requirement shall be transferred to: (i) the applicable CFD Bonds Project Account for allowed uses until it is closed in accordance with such Indenture; then (ii) the debt service fund held by the Fiscal Agent under such Indenture.

(e) Authorization of Reimbursements. The City shall take all actions necessary to satisfy section 53314.9 of the Government Code or any similar statute subsequently enacted to use First Tranche CFD Bond proceeds and Remainder Taxes to reimburse Developer for: (i) CFD formation and First Tranche CFD Bond issuance deposits; and (ii) advance funding of Qualified Project Costs.

(f) Material Changes to the CFD Act. The City and Developer shall negotiate in good faith as to a substitute public financing program equivalent in nature and function to CFDs if there are material changes to the CFD Act after the Reference Date that make CFD Bonds or Project Special Taxes unavailable or severely impair their use as a source for financing Qualified Project Costs, Additional Community Facilities Costs, Ongoing Maintenance Services Costs or Contingent Services Costs.

(g) CFD Goals. Until the final CFD Conversion Date for the CFD as a whole (and each Improvement Area therein), the City shall not change or amend the CFD Goals as they apply to the CFD or the Project to the extent such changes or amendments could reasonably be expected to adversely impact the Project, are inconsistent with this Financing Plan or conflict with the Development Agreement unless such changes or amendments are required under the Mello-Roos Act or other controlling State or federal law or as otherwise approved by Developer in its sole discretion.

(h) Private Placement of CFD Bonds. Subject to Board of Supervisors approval, upon Developer's written request, the City shall consider selling CFD Bonds in a private placement to a small number of investors (which may include Developer and its Affiliates). In connection with any such private placement, the City and the investors may agree upon terms regarding the security of the CFD Bonds other than as required by this Financing Plan, including the three to one (3:1) value-to-lien ratio of Section 2.4(c); provided, however, any CFD Bonds must have a required debt service coverage ratio of one hundred ten percent (110%), unless otherwise approved by the City and Developer. Consistent with the CFD Goals, the City shall consider the appropriate categories of investors for any such CFD Bonds.

(i) No Credit Enhancement. The City shall not, under any circumstances, require Developer or any property owner in the CFD (or any Improvement Area therein) to provide a letter of credit or other credit enhancement as security for the payment of Project Special Taxes in the CFD (or any Improvement Area therein) in connection with the issuance of CFD Bonds or otherwise.

(j) Acquisition and Reimbursement Agreement. Contemporaneously with the formation of the CFD, Developer and the City shall enter into the Acquisition and Reimbursement Agreement that shall apply to the acquisition and construction of the authorized improvements for the CFD. The Acquisition and Reimbursement Agreement shall be structured so that it is automatically applicable to any financing by special taxes levied in, or CFD Bonds issued for, all phases of the Project and in each Improvement Area, without requiring any modifications to the Acquisition and Reimbursement Agreement or any further approvals by the City. The Acquisition and Reimbursement Agreement shall contain an acknowledgment by the City and Developer as to the following:

(i) Developer may be constructing authorized improvements before CFD Bond proceeds and Remainder Taxes (together, "**CFD Funding Sources**") that will be used to acquire them are available;

(ii) The City shall inspect such improvements and process payment requests even if CFD Funding Sources for the amount of pending payment requests are not then sufficient to satisfy them in full;

(iii) Authorized improvements may be conveyed to and accepted by the City or other Governmental Entity before the applicable payment requests are paid in full;

(iv) The unpaid balance of applicable payment requests shall be paid when sufficient CFD Funding Sources become available, whether or not at such time the City or other Governmental Entity has accepted the relevant improvements, to the extent permitted by section 53313.51 of the Mello-Roos Act, and such payments may be made: (A) in any number of installments as CFD Funding Sources become available; (B) irrespective of the length of time payment is deferred; and (C) except with respect to the final payment for any improvement, prior to formal acceptance by the Governmental

Entity of the improvements that are the subject of such payment requests; and

(v) Developer's conveyance or dedication of authorized improvements to the City or other Governmental Entity before the availability of CFD Funding Sources to acquire such improvements is not a dedication or gift or a waiver of Developer's right to payment of such improvements under this Financing Plan or the Acquisition and Reimbursement Agreement.

(k) No Other Land-Secured Financings. Except to the extent permitted by section 3.12.2 of the Development Agreement, the City shall not initiate the formation of any land-secured financing district involving the levy of special taxes or assessments on property in the Project. Financing by the EIFD shall not constitute land-secured financings within the meaning of this section.

(l) Annexation of Future Annexation Property. Property identified in the boundary map for the CFD as "Future Annexation Area" may be annexed into the CFD into the initial Improvement Area, into another previously existing Improvement Area that was created after the formation of the CFD, or into a new Improvement Area, in any case upon submission of a unanimous written approval of the property owner(s) of the property to be annexed. The Future Annexation Area property shall be annexed from time to time upon the submission of the unanimous written approval of the property owner(s) of the property to be annexed pursuant to the CFD Act according to the procedures established by the Board of Supervisors in the CFD formation proceedings. Developer shall complete the annexation process for a phase of the Project before approval by the City of the related Development Phase Application.

2.7 Contingent Services Special Taxes

(a) Covenants. Developer agrees that the CC&R's will provide that to the extent voters ever reduce or eliminate the Contingent Services Special Taxes, each owner shall pay a fee equal to such owner's proportionate share of the Contingent Services Costs required to perform the Contingent Services to the standard described below in the applicable Fiscal Year, not to exceed the amount of Contingent Services Special Taxes that such owner would have been required to pay (if any) for such Fiscal Year pursuant to the applicable RMA absent such reduction or elimination, less (if the Contingent Services Special Taxes are reduced but not eliminated) any amount of Contingent Services Special Taxes that such owner is required to pay for such Fiscal Year. For purposes of this Section 2.7, the applicable standard shall be (i) with respect to the Port Lease, the standard required pursuant to the Port Lease with respect to the maintenance, repair, replacement and operation of Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements developed on the Port Lease Property, and (ii) with respect to the Craig Lane REA, the standard required pursuant to the Craig Lane REA with respect to the maintenance, repair, replacement or operation of Craig Lane as defined in the REA.

2.8 CFD Limitations

(a) Authorized Funding with Facilities Special Taxes and CFD Bonds. The City and Developer agree that the CFD shall be formed so that the proceeds of CFD Bonds and Remainder Taxes may be applied to accomplish, as applicable, the following goal in the manner set forth in this Financing Plan: to finance (i) Qualified Project Costs; and (ii) Additional Community Facilities Costs. To accomplish this goal, and subject to the limitations set forth in this Section 2.8, and in light of the Base Aggregate Facilities Special Tax Revenues and the CFD Goals:

(i) the CFD (and each Improvement Area) shall be authorized to finance Qualified Project Costs and Additional Community Facilities Costs; and

(ii) the amount of authorized bonded indebtedness shall be established to allow the issuance of the First Tranche CFD Bonds to finance Qualified Project Costs and the Second Tranche CFD Bonds to finance Additional Community Facilities Costs. Nothing in this Section 2.8(a) is intended to suggest that the proceeds of CFD Bonds and Remainder Taxes may not be applied to accomplish the other purposes described in this Financing Plan.

(b) Authorized Uses. Until the CFD Conversion Date for an Improvement Area, CFD Bonds for such Improvement Area shall be issued exclusively to finance the items described in, and in the order of priority set forth in, Section 2.5(c). After the CFD Conversion Date for an Improvement Area, CFD Bonds for such Improvement Area shall be issued exclusively to finance the items described in, and in the order of priority set forth in, Section 2.4(f).

(c) Bond Issuance Limits. The City and Developer agree that the City shall not be obligated to issue First Tranche CFD Bonds (including refunding bonds) for an Improvement Area with a final maturity of later than the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds for such Improvement Area without the approval of Board of Supervisors in its sole discretion. Unless otherwise approved by the City and Developer, any CFD Bonds issued to refund First Tranche CFD Bonds shall comply with applicable provisions of the CFD Act pursuant to which refunding bonds shall not result in a reduction of the total authorized amount of the bonded indebtedness of the Improvement Area and, in any event, the final maturity date of the refunding bonds shall not exceed the latest maturity date of the First Tranche CFD Bonds being refunded. The previous sentence shall not prevent the issuance of a series of First Tranche CFD Bonds for new money and refunding purposes, so long as the portion of the First Tranche CFD Bonds attributable to the refunding purpose meets the requirements of the previous sentence.

(d) Ongoing Maintenance Services Costs. Notwithstanding the other provisions of this Section 2.8, Developer and the City may agree at the time of CFD formation to allow Ongoing Maintenance Service Costs to be paid with Remainder Taxes before or after the CFD Conversion Date.

3. ENHANCED INFRASTRUCTURE FINANCING DISTRICT FINANCING

3.1 Formation of the EIFD

(a) The City (i) adopted on March 21, 2023 its Resolution No. 133-23, which resolution was signed by the Mayor on March 28, 2023, in which the Board of Supervisors declared its intention to cause the establishment the EIFD over the Developer Property, the PG&E Sub-Area, and the Weidenmuller Property and (ii) on March 19, 2024, held a public hearing and adopted its Resolution No. 113-24, which resolution was signed by the Mayor on March 21, 2024, for the purpose of approving the IFP and the EIFD Acquisition and Financing Agreement.

(b) The Board of Supervisors established the Public Financing Authority under the EIFD Law pursuant to its Ordinance No. 044-23, which was finally passed by the Board of Supervisors on April 4, 2023 and signed by the Mayor on April 4, 2023.

(c) The City and Developer shall execute the EIFD Acquisition and Financing Agreement in substantially the form attached hereto as Attachment 2, and the City shall request the Public Financing Authority to approve and the EIFD to execute the EIFD Acquisition and Financing Agreement in such form. The City and Developer shall mutually agree on any changes to the form of the EIFD Acquisition and Financing Agreement attached hereto.

(d) In the event the EIFD does not comply with the IFP or the EIFD Acquisition and Financing Agreement, the City and Developer will take all reasonable measures to enforce the IFP or the EIFD Acquisition and Financing Agreement, as applicable, including, but not limited to, utilizing the enforcement provisions set forth in the IFP and the EIFD Acquisition and Financing Agreement.

(e) The Developer acknowledges that it was represented by counsel and participated in the process of establishing the EIFD and preparing the IFP, including but not limited to determining the methodology for establishing the Base Year assessed value of the parcels comprising the PG&E Sub-Area, allocating the Base Year assessed value for Project Areas A and B to their successor Project Areas, and allocating Allocated Tax Revenues and Conditional Tax Revenues to the EIFD.

3.2 Allocated Tax Revenue and Conditional Tax Revenue

(a) As set forth in, and subject to, the IFP, the City made an irrevocable allocation of Allocated Tax Revenue to the EIFD. As set forth in both the IFP and the EIFD Acquisition and Financing Agreement, the City will not approve any amendments to the IFP that would alter the following prioritization of use of the Allocated Tax Revenue without Developer's prior written approval:

(i) first, to pay EIFD administrative costs;

(ii) second, to pay debt service on EIFD Bonds and to replenish any reserve funds associated with EIFD Bonds;

(iii) third, to repay the City for any Conditional Tax Revenue actually used to pay debt service on EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds in an amount equal to the Conditional Tax Revenue actually used to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds plus interest through the date of repayment at an annual interest rate equal to the rate of interest on the United States Treasury bond with a 10-year maturity on the date of the first use of Conditional Tax Revenue plus 300 basis points, and such interest rate shall remain fixed for the remainder of the term of the IFP; and

(iv) fourth, to accumulate over time and, from time to time at Developer's request, to pay directly or reimburse Developer for the Qualified EIFD Improvements as set forth in the EIFD Acquisition and Financing Agreement.

(b) As set forth in, and subject to, the IFP, the City made a conditional allocation of Conditional Tax Revenue to the EIFD. The Conditional Tax Revenue may only be used to (i) provide coverage on the EIFD Bonds, (ii) pay debt service on Bonds, and (iii) replenish debt service reserve funds for such Bonds to the extent that Allocated Tax Revenue is not available for those purposes. The Indenture for any EIFD Bonds shall provide that, on an annual basis, once it has been determined that all or a portion of the Conditional Tax Revenue for a tax year is not needed for the purposes described in clauses (ii) and (iii) of the preceding sentence for the applicable calendar year because of the availability of Allocated Tax Revenue, such unneeded Conditional Tax Revenue shall be transferred to the City for deposit in the General Fund. The City will not approve any amendments to the IFP that would alter the use of the Conditional Tax Revenue without Developer's prior written approval.

3.3 Issuance of EIFD Bonds

(a) The City will not approve any amendments of the IFP that would alter the following principles related to the issuance of EIFD Bonds: (i) the EIFD will issue EIFD Bonds in compliance with the EIFD Law and the IFP to finance the Qualified EIFD Improvements, (ii) the EIFD Bonds will not be issued except upon the written request of Developer and with the prior approval of the Board of Supervisors, and (iii) other than paying EIFD administrative costs and costs of issuance and funding capitalized interest and debt service reserve funds, the proceeds of the EIFD Bonds shall be used to finance Qualified EIFD Improvements.

(b) The City has agreed to allocate the Conditional Tax Revenue to the EIFD to provide debt service coverage for the Bonds, and the Conditional Tax Revenue will only be available for the limited purpose of paying debt service on the EIFD Bonds and replenishing any reserve funds for the EIFD Bonds in the event that Allocated Tax Revenue is insufficient for that purpose. The City and Developer agree that it is their shared intent to rely on Conditional Tax Revenue to provide 100% of the debt service coverage for EIFD Bonds in order to maximize the ability to leverage Allocated Tax Revenue to finance Qualified Improvements, subject to the following paragraph.

(c) Each issue of EIFD Bonds will be structured with a debt service coverage ratio that maximizes the proceeds of the EIFD Bonds provided (i) such EIFD Bonds is issued consistent with sound municipal financing practices, and (ii) the City is assured, to its reasonable satisfaction, based on actual and projected reasonably foreseeable economic conditions that could have an impact on the assessed value of the property in the EIFD, that the EIFD Bonds are structured in a manner that (A) mitigates any potential material risk that the EIFD could default in the payment of debt service on the EIFD Bonds and (B) provides reasonable assurance to the City that that the Conditional Tax Revenue would likely to be available to the City's General Fund and unlikely to be needed to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds.

(d) Prior to requesting the issuance of EIFD Bonds, Developer will consult with the City's Controller (or the Controller's designee). The Controller will recommend that the Board of Supervisors approve such requested issue of EIFD Bonds if the Controller has determined that (1) the issue will meet the standards set forth in Section 3.3(c) and (2) the issue will be consistent with the EIFD Law, the IFP, and this Financing Plan. If the Controller recommends disapproval, the Controller shall specify in writing the reasons for such recommendation.

(e) The Board of Supervisors shall consider all requests to approve the issuance of EIFD Bonds in accordance with its customary practices based on the record before it, which shall include the Controller's recommendation and a description of the requirements of this Financing Plan.

3.4 Reassessment Provisions.

(a) In consideration of the City entering into this Financing Plan, Developer agrees as follows with respect to parcels that it owns in the boundaries of the EIFD. All capitalized terms used in this Section 3.4 that are not otherwise defined in the Development Agreement or this Financing Plan shall have the meanings ascribed to such terms in subsection (f) below.

(b) From and after the Commencement Date (as defined in the IFP) for a Project Area, Developer may initiate a Reassessment in connection with the determination of the Baseline Assessed Value of any parcel within such Project Area, but may not and hereby waives its right to initiate a Reassessment of the Subsequent Assessed Value of that parcel within such Project Area until the earlier of (A) the date on which (1) there are no authorized uses under the IFP of the Allocated Tax Revenue or the Conditional Tax Revenue generated in the Project Area and neither the Developer nor the City expects there to be any further such authorized uses and (2) the City has been repaid for the use of Conditional Tax Revenue in accordance with the IFP or (B) the EIFD Termination Date with respect to such Project Area.

(c) Developer agrees to include a provision substantially similar to this Section in any Assignment and Assumption Agreement.

(d) Developer understands that the City would not be willing to enter into this Financing Plan without this Section. Developer has knowingly, willingly and voluntarily agreed to this Section 3.4 with awareness of the likely consequences, after consulting with legal counsel. The City and Developer agree that there are no alternative means to achieve the purposes of this Section 3.4. Nothing in this Section 3.4 is intended to limit the San Francisco Assessor's independent duty to value property in accordance with Section 2(b) of California Constitution Article XIII A and California Revenue and Taxation Code Section 51.

(e) Should the City determine, based upon the advice of bond counsel, that the provisions of subsection (b) above could cause the interest on an issue of EIFD Bonds to be subject to federal income taxation, the City and the Developer shall meet and confer to discuss bond counsel's advice, and thereafter, the City may either, in its discretion (i) ask the Public Financing Authority to issue such proposed EIFD Bonds as federally taxable bonds or (ii) (A) release Developer from its obligations under this Section 3.4, and this Section 3.4 will be deemed severed from this Financing Plan and (B) ask the Public Financing Authority to structure any proposed EIFD Bonds in accordance with Section 3.3(c) after taking into account the release of the Developer's obligations under this Section.

(f) Definitions.

(i) "**Baseline Assessed Value**" means the greater of (1) the initial assessed value of a parcel in the EIFD in the first Fiscal Year in which the assessed value reflects the full cash value of the initial improvements constructed on the parcel for which the City has issued an initial certificate of occupancy, and (2) the initial assessed value of a parcel in the EIFD in the first Fiscal Year in which the assessed value reflects any change in ownership or later improvements.

(ii) "**EIFD Termination Date**" means, for each Project Area in the EIFD, the date on which all allocations to the EIFD of Allocated Tax Revenue and Conditional Tax Revenue from that Project Area ends under the IFP.

(iii) "**Reassessment**" means a proceeding that a taxpayer initiates under the California Revenue and Taxation Code that results in a Value Reduction.

(iv) "**Subsequent Assessed Value**" means the assessed value of a parcel in the EIFD in any Fiscal Year after the most recent Baseline Assessed Value was established.

(v) "**Value Reduction**" means a reduction in assessed value of a parcel obtained through a Reassessment.

3.5 Validation

(a) Developer is aware that the EIFD will file a judicial validation action relating to the formation of EIFD and actions authorized under the IFP and agrees to pay the reasonable costs of such validation action.

4. ASSIGNMENT

4.1 Assignment of Financing Plan. Developer shall retain all rights and obligations of the Financing Plan except to the extent as specifically assigned to a Transferee as set forth in an Assignment and Assumption Agreement.

5. INTERPRETATION; DEFINITIONS

5.1 Interpretation of Agreement

(a) Development Agreement. This Financing Plan (including its Attachments, as updated from time to time) is a part of the Development Agreement and is subject to all of its general terms, including the rules of interpretation and section 14.21 thereof (related to approvals).

(b) Inconsistent Provisions. Developer and the City intend for this Financing Plan to prevail over any inconsistent provisions relating to the financing structure for the Project and their respective financing-related obligations in any other agreement between them related to the Project, including other provisions of the Development Agreement.

5.2 Defined Terms

(a) Definitions. The following terms have the meanings given to them below or are defined where indicated.

"**100% Affordable Units**" is defined in the Housing Plan.

"**Acquisition and Reimbursement Agreement**" means the agreement between Developer and the City governing the terms of the City's acquisition of authorized improvements and reimbursement of Qualified Project Costs and any other cost paid by Developer and authorized to be financed by the CFD under this Financing Plan to the extent Qualified, as the same may be modified or amended from time to time.

"**Additional Community Facilities**" means facilities financed by the City with Second Tranche CFD Bonds and, after the CFD Conversion Date, Remainder Taxes, in any case under applicable law, in the manner set forth in this Financing Plan and that are limited to (i) public facilities (located on public or private property) that serve the Project Site, including maintenance, restoration, rehabilitation, reconstruction or replacement of facilities previously financed under this Financing Plan, (ii) Future Sea Level Rise Improvements and (iii) Shoreline Improvements. For the avoidance of doubt, Additional Community Facilities also may be financed by First Tranche CFD Bonds and Remainder Taxes prior to the CFD Conversion Date as set forth in this Financing Plan.

"**Additional Community Facilities Costs**" means the hard and soft costs of the Additional Community Facilities, all to the extent that they are Qualified.

"**Affiliate**" is defined in the Development Agreement.

"**Allocated Tax Revenue**" means 58.252419% of the City Share of Increment.

"**Assignment and Assumption Agreement**" is defined in the Development Agreement.

"**Base Aggregate Facilities Special Tax Revenues**" is defined in Section 2.3(e)(i).

"**Base Year**" means, for each Project Area, the fiscal year in which the assessed value of taxable property in such Project Area was last equalized prior to the effective date of the resolution adopted pursuant to Section 53398.69 of the EIFD Law to create the EIFD. The Base Year for each Project Area is Fiscal Year 2023-2024.

"**Board of Supervisors**" is defined in the Development Agreement.

"**CFD**" means the City and County of San Francisco Special Tax District No. 2022-1 (Power Station), which was formed under the CFD Act and this Financing Plan to finance Qualified Project Costs, Additional Community Facilities Costs, Ongoing Maintenance Services Costs (if a Services Special Tax is approved or otherwise as permitted in this Financing Plan), and Contingent Services Costs (upon the occurrence of a Contingent Trigger Event), all to the extent provided in the proceedings for the CFD.

"**CFD Act**" means the San Francisco Special Tax Financing Law (Admin. Code ch. 43, art. X), which incorporates the Mello-Roos Act, as amended from time to time.

"**CFD Bonds**" means one or more series of bonds (including refunding bonds) secured by the levy of Facilities Special Taxes within an Improvement Area, including First Tranche CFD Bonds and Second Tranche CFD Bonds.

"**CFD Bonds Project Account**" means the funds or accounts, however denominated, held by the Fiscal Agent under an Indenture containing the CFD Bond proceeds to be used to finance Qualified Project Costs, Additional Community Facilities Costs and other authorized uses as set forth in this Financing Plan.

"**CFD Conversion Date**" means, calculated separately for each Improvement Area within the CFD, the earliest to occur of (i) the date that all Qualified Project Costs have been paid or reimbursed to Developer for the Project as a whole, or (ii) the date that is forty-two (42) years after the issuance of the first series of First Tranche CFD Bonds in such Improvement Area.

"**CFD Formation Resolutions**" is defined in the preamble.

"**CFD Funding Sources**" is defined in Section 2.6(j)(i).

"**CFD Goals**" means the Local Goals and Policies for Community Facilities Districts, approved by Board of Supervisors Resolution No. 387-09 in effect on the Reference Date, and, subject to Section 2.6(g), as amended from time to time.

"**CFD Proceedings**" is defined in the preamble.

"**Change Proceedings**" means proceedings under section 53332 of the Mello-Roos Act initiated by Developer's petition.

"**City**" is defined in the Development Agreement.

"**City Share of Increment**" means 64.588206% of Gross Tax Increment.

"**Conditional Tax Revenue**" means 41.747581% of the City Share of Increment, which the City will allocate on a conditional basis to the EIFD for the purposes described in Section 3.3(c).

"Contingent Services" means maintenance, repair, replacement and operation of (i) with respect to the circumstances described in clauses (i) and (iii) of the definition of Contingent Trigger Event, Privately-Owned Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements, in each case, developed by Developer or the Port Property Maintenance Party on the Port Lease Property, and (ii) with respect to the circumstances described in clause (ii) of the definition of Contingent Trigger Event, Craig Lane.

"**Contingent Services Costs**" means the costs of maintenance, repair, replacement and operation of (i) with respect to the circumstances described in clauses (i) and (iii) of the definition of Contingent Trigger Event, the Contingent Services described in clause (i) of the definition of Contingent Services, and (ii) with respect to the circumstances described in clause (ii) of the definition of Contingent Trigger Event, the Contingent Services described in clause (ii) of the definition Contingent Services, all to the extent that they are Qualified, and in any event only to the extent that such costs have not been financed by Developer or the Port Property Maintenance Party (through a property owner association or otherwise).

"Contingent Services Special Taxes" means a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Contingent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

"Contingent Trigger Event" means that (i) the Tenant under and as defined in the Port Lease has committed an Event of Default under and as defined in the Port Lease with respect to the maintenance, repair, replacement or operation of the Privately-Owned

Community Improvements, Infrastructure, Parks and Open Spaces and Public Improvements developed by Developer within the Port Lease Property and the Port has determined in its reasonable discretion that it requires the Contingent Services Special Taxes to pay for such maintenance, repair or replacement pursuant to the standards of Section 2.7(a), (ii) Developer under and as defined in the Craig Lane REA as the "PPS Master Developer" has committed an Event of Default under and as defined in the Craig Lane REA with respect to the maintenance, repair, replacement or operation of Craig Lane and the Port has determined in its reasonable discretion that it requires Contingent Services Special Taxes to pay for its performance of such maintenance, repair, replacement or operation pursuant to the standards of Section 2.7(a) or (iii) pursuant to the terms of any Port Lease described in clause (ii) of the definition of the Port Lease, Contingent Services Special Taxes are expressly permitted by Port Property Maintenance Party (as defined below) and Port to be levied and utilized as provided herein and under the Port Lease, all as more particularly described in the Port Lease.

"**CPI**" means the Consumer Price Index for All Urban Consumers in the San Francisco-Oakland-Hayward region (base years 1982-1984=100) published by the United States Department of Labor's Bureau of Labor Statistics or if such index is no longer published, some other index approved by the City and Developer.

"**Craig Lane**" is defined in the Craig Lane REA.

"**Craig Lane REA**" means a Reciprocal Easement Agreement between Developer, the Port and other Persons entered into pursuant to the Port Lease, as amended from time to time.

"**Developed Property**" means, as will be set forth in each RMA, for the Facilities Special Tax, the Services Special Tax (if any), and the Contingent Services Special Tax (when applicable), in any Fiscal Year, a Taxable Parcel on which there will be new development under the Development Agreement for which a certificate of occupancy has been issued on or before June 30 of the preceding Fiscal Year. A certificate of occupancy means the first certificate, including any temporary certificate of occupancy, issued by the City confirming that all or a portion of a building can be occupied for residential or non-residential use. A certificate of occupancy following rehabilitation, relocation, or other work not constituting permanent new development under the Development Agreement shall not be included.

"**Developer**" is defined in the Development Agreement.

"**Developer Property**" is defined in the Development Agreement.

"**Development Agreement**" is defined in the preamble.

"**EIFD**" means an Enhanced Infrastructure Financing District created pursuant to the EIFD Law, to be known as San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station).

"**EIFD Acquisition and Financing Agreement**" means the agreement between Developer, the City, and the EIFD governing the terms of the City's acquisition, construction, and reimbursement of Qualified EIFD Improvements and any other cost paid by Developer and authorized to be financed by the EIFD under the EIFD Law and the IFP to the extent Qualified, as the same may be modified or amended from time to time, the form of which is attached hereto as Attachment 2.

"**EIFD Bonds**" means one or more series of bonds (including refunding bonds) secured by Allocated Tax Revenue and the Conditional Tax Revenue generated from property in the EIFD.

"**EIFD Funding Sources**" means Allocated Tax Revenue and the proceeds of EIFD Bonds.

"**EIFD Improvements**" means the facilities and improvements described in Exhibit C to the IFP (as such IFP may be amended or supplemented from time to time in accordance with the EIFD Acquisition and Financing Agreement and the EIFD Law).

"**EIFD Law**" means Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with Section 53398.50.

"**Exempt Parcel**" means with respect to the CFD (i) real property owned by the City or any other Governmental Entity, (ii) 100% Affordable Units, and (iii) parks, open space, landscaping, and streets, whether publicly or privately owned. Exempt Parcel does not include an assessor's parcel that, immediately prior to the acquisition by the City or other Governmental Entity, was a Taxable Parcel that City or any other Governmental Entity acquires by gift, devise, negotiated transaction, or foreclosure (including by way of credit bidding), or an assessor's parcel that, immediately prior to the acquisition by the City, was a Taxable Parcel that City acquires under any right of reverter.

"**Facilities Special Tax**" means a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Facilities Special Taxes collected at any time by payment or through foreclosure proceedings.

"**Facilities Special Tax Requirement**" means, as set forth in each RMA, the amount of Facilities Special Taxes required in any Fiscal Year to fund (i) debt service on CFD Bonds (not including capitalized interest), (ii) replenishment of the reserve fund, (iii) administrative costs and (iv) to the extent that it does not increase the Facilities Special Taxes levied against Undeveloped Property, (a) costs authorized to be financed by this Financing Plan and (b) when agreed by the City and Developer, Ongoing Maintenance Services Costs.

"**Financing Plan**" is defined in the preamble.

"**First Tranche**" means one or more series of CFD Bonds (including refunding bonds) issued prior to the applicable CFD Conversion Date and secured by the levy of Facilities Special Taxes.

"**Fiscal Agent**" means the fiscal agent or trustee under an Indenture.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Future Annexation Area**" means the geographic area designated at CFD formation as an area for future annexation to the CFD, as provided in the Mello-Roos Act.

"**Future Sea Level Rise Improvement Costs**" means the hard and soft costs of the Future Sea Level Rise Improvements, all to the extent that they are Qualified.

"**Future Sea Level Rise Improvements**" means future improvements deemed necessary or appropriate by the City to ensure that the shoreline, related public or publicly accessible facilities (located on public or private property), and public access improvements will be protected should sea level rise at or near the Project Site.

"**Governmental Entity**" means a Federal, State, or local governmental agency, including the City and the Port.

"**Gross Tax Increment**" means, for each Project Area, 100% of the revenue produced by the application of the 1% ad valorem tax rate to the Incremental Assessed Property Value of the property within the Project Area.

"**Housing Plan**" means the housing plan attached as Exhibit D to the Development Agreement.

"**IA No. 1 RMA**" is defined in the preamble.

"**IFP**" means the Infrastructure Financing Plan for the EIFD required to be prepared and approved under the EIFD Law, a copy of which is attached hereto as Attachment 1.

"**Improvement Area**" means an improvement area within the CFD designated pursuant to section 53350 of the Mello-Roos Act. Any reference in this Financing Plan to an Improvement Area shall be deemed references to the CFD as a whole if the CFD is formed without Improvement Areas.

"**Inclusionary Units**" is defined in the Housing Plan.

"**Incremental Assessed Property Value**" means, in any Fiscal Year, for each Project Area, the difference between the assessed value of the taxable property within the Project Area for that Fiscal Year and the assessed value of the taxable property within the Project Area in the Base Year, to the extent that the difference is a positive number.

"**Indenture**" means one or more indentures, trust agreements, fiscal agent agreements, financing agreements, or other documents containing the terms of any CFD Bonds or EIFD Bonds.

"**Mello-Roos Act**" means the Mello-Roos Community Facilities Act of 1982 (Cal. Gov't Code §§ 53311-53368), as amended from time to time.

"**Official Records**" is defined in the Development Agreement.

"**Ongoing Maintenance Services**" means the maintenance, repair, replacement, and operation of improvements in the Project from the Services Special Taxes, if any.

"**Ongoing Maintenance Services Costs**" means the hard and soft costs of the Ongoing Maintenance Services, all to the extent that they are Qualified.

"**Original Financing Plan**" is defined in the preamble.

"**Parties**" is defined in the Development Agreement.

"**Person**" is defined in the Development Agreement.

"**PG&E Sub-Area**" means the approximately 8.8 acres of land that is located in the City adjacent to the Developer Property and currently owned by Pacific Gas and Electric Company, a California corporation, 4.8 acres of which were recently re-zoned to accommodate the development of market rate and/or affordable housing, provided the owner joins the Development Agreement.

"**Port Lease**" means (i) that certain Ground Lease by and between California Barrel Company LLC, a Delaware limited liability company, as tenant, and the Port, as landlord, dated on or about the Reference Date, for the Port Lease Property, as amended, extended, supplemented or restated as of the date of determination, or (ii) following the expiration and termination of the Ground Lease described in clause (i), any other agreement (if any) between a Port Property Maintenance Party and the Port pursuant to which Port Property Maintenance Party agrees to maintain, repair or replace the Infrastructure, Parks and Open Spaces and Public Improvements, in each case, developed by Developer on the Port Lease Property.

"**Port Lease Property**" means the portion of the Project Site owned by the Port and leased under the Port Lease.

"**Port Property Maintenance Party**" means the initially named Developer or its successor with respect to the Port Lease Property (for the avoidance of doubt, including its Management Association successor, as applicable).

"**Principal Payment Date**" means, (i) if CFD Bonds have not yet been issued, September 1 of each year, and (ii) if CFD Bonds have been issued, the calendar date on

which principal or sinking fund payments on the CFD Bonds are, in any year, payable (for example, if the principal amount of CFD Bonds are payable on September 1, the Principal Payment Date shall be September 1, regardless of whether principal payments are actually due in any particular year).

"**Project**" is defined in the Development Agreement.

"**Project Areas**" means one or more project areas of the EIFD.

"**Project Costs**" means the hard and soft costs of developing the Project, including the Infrastructure, Parks and Open Spaces, Public Improvements and Privately-Owned Community Improvements.

"**Project Site**" is defined in the Development Agreement.

"**Project Special Taxes**" means, collectively, the Facilities Special Taxes, the Services Special Taxes (if any), and the Contingent Services Special Taxes (when authorized) in each Improvement Area.

"**Public Financing Authority**" means the Enhanced Infrastructure Financing District Public Financing Authority No. 1, established by the City to provide for the financing of Qualified EIFD Improvements related to the Project.

"**Qualified**" means, with reference to any costs (including EIFD Improvements, Project Costs, Additional Community Facilities Costs, Contingent Services Costs and Ongoing Maintenance Services Costs), that they are authorized to be financed under the CFD Act, the EIFD Law, the Tax Laws (if applicable), and/or this Financing Plan, as applicable. For the avoidance of doubt, costs may be Qualified under Tax Laws on a tax-exempt or taxable basis.

"**Reference Date**" is defined in the Development Agreement.

"**Remainder Taxes**" means, as calculated between September 1st and December 31st of any Fiscal Year, all Facilities Special Taxes that were collected in an Improvement Area in the prior Fiscal Year and were not needed to pay: (a) debt service on the outstanding CFD Bonds for such Improvement Area, as applicable, due in the calendar year that begins in the Fiscal year in which the Remainder Special Taxes were levied, if any; (b) priority and any other reasonable administrative costs for such Improvement Area payable in that Fiscal Year; (c) amounts levied to replenish the applicable reserve fund as of the Principal Payment Date, including amounts reserved for reasonable anticipated delinquencies, if any; and (d) amounts needed to pay periodic costs on CFD Bonds for such Improvement Area, including liquidity support and rebate payments on CFD Bonds for such Improvement Area.

"**Remainder Taxes Project Account**" is a separate account created by or on behalf of City for each Improvement Area of the CFD and maintained by or on behalf of City to hold all Remainder Taxes generated from such Improvement Area, to be used as

set forth in this Financing Plan.

"**RMA**" means the rate and method of apportionment of special taxes for each Improvement Area of the CFD, approved in accordance with the CFD Act.

"**Second Tranche**" means one or more series of CFD Bonds issued after the applicable CFD Conversion Date and secured by the levy of Facilities Special Taxes.

"**Services Special Tax**" means, if requested by Developer, a special tax levied under an RMA that will be used to finance costs as set forth in this Financing Plan, including all delinquent Services Special Taxes collected at any time by payment or through foreclosure proceedings.

"**Shoreline Area**" means the publicly-accessible parks and open space areas in the Project Site east of Delaware Street (i.e., the areas described as "Waterfront Open Spaces" in section 4.16 of the Design for Development attached to the Development Agreement). Shoreline Area shall not include the structure known as the "Stack," or any office/life-science, hotel, or residential building located east of Delaware Street.

"**Shoreline Improvement Costs**" means the hard and soft costs of the Shoreline Improvements, including the costs of undertaking and performing work in accordance with the Facilities Condition Report(s) applicable to the Shoreline Area, all to the extent that they are Qualified.

"**Shoreline Improvements**" means (i) the maintenance, repair, and replacement of improvements in the Shoreline Area undertaken following Completion of the initial Improvements to that area required under the Development Agreement and (ii) Future Sea Level Rise Improvements at the Project Site.

"**State**" is defined in the Development Agreement.

"**Tax Laws**" means the Internal Revenue Code of 1986, as amended, together with applicable temporary and final regulations promulgated, and applicable official public guidance published, under said Internal Revenue Code, all as of the date of determination.

"**Taxable Parcel**" means, depending on the context, a lot or parcel within an Improvement Area (as shown on an assessor's parcel map with an assigned assessor's parcel number) that is not an Exempt Parcel.

"**Transferee**" is defined in the Development Agreement.

"**Undeveloped Property**" means, in any Fiscal Year, Taxable Parcels in the CFD or an Improvement Area that are not Developed Property.

"**Weidenmuller Property**" means the approximately 10.9 acres of land to the south of the Developer Property that is currently improved with warehouses and ancillary

improvements and is currently owned primarily by Harrigan, Weidenmuller Co., a California corporation.

ATTACHMENT 1

INFRASTRUCTURE FINANCING PLAN

SAN FRANCISCO ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1 (POWER STATION)

Infrastructure Financing Plan

March 28, 2024

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Exhibits

Exhibit A – Legal Description

Exhibit B – Site Map

Exhibit C – Facilities Eligible for Financing by the EIFD

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Exhibit E –Power Station Fiscal Impact Analysis

Index of Adoption and Amendments

Action	Date
Adoption by Public Financing Authority	March 28, 2024

INTRODUCTION

1. ***EIFD and Project Areas.*** This Infrastructure Financing Plan ("IFP") has been prepared at the direction of the Enhanced Infrastructure Financing District Public Financing Authority No. 1 ("PFA"), in its capacity as the governing body of the San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station) (the "EIFD"), under Chapter 2.99 of Part 1 of Division 2 of Title 5 of the California Government Code[1] (the "EIFD Law").

Initially, the EIFD will consist of nine project areas. Upon further subdivision of certain properties within the Subject Property (as defined below), the EIFD is expected to consist of thirteen project areas (each, a "Project Area" and, collectively, the "Project Areas"), as follows:

Table 1. Project Areas at Formation.

Project Areas, at Formation of EIFD	Project Areas After Subdivision	Development Block Number	APNs at Formation[1]	FY 2023/24 Assessed Value
Project Area 1	Project Area 1	15	4175-024, 4175-026	$17,327,367
Project Area 2	Project Area 2	7A & 7B	4232-011, 4232-019, 4232-020	$12,051,184
Project Area 3	Project Area 3	11	4232-012, 4232-021	$8,230,498
Project Area 4	Project Area 4	8	4232-013, 4232-022	$9,854,940
Project Area 5	Project Area 5	12	4232-023	$6,497,763
Project Area 6	Project Area 6	2	4175-023, 4175-027, 4175-021	$15,161,446
Project Area A	Project Area 7	5	4175-019 (66%), 4175-020, 4175-025	$40,490,619
	Project Area 8	1 & 14	4175-018[2] (12%), 4175-019 (32%)	
	Project Area 12	13	4175-018[2] (88%), 4175-019 (2%)	
Project Area B	Project Area 9	3	4175-022, 4175-028 (28%)	$23,048,237
	Project Area 10	4	4175-028 (18%)	
	Project Area 11	9	4175-028 (54%), 4232-014, 4232-015, 4232-016, 4232-017, 4232-018	
Project Area 13	Project Area 13	NA	4232-010	$6,248,879
Total EIFD				$138,910,933

[1] The allocation of APN FY 2023/24 assessed values among the future Project Areas is proportionate to the distribution of land area of each APN among the Project Areas.

[2] Parcel is currently owned by PG&E. California Barrel Company, LLC has determined that the property is 8.64 acres. The property's assessed land value is $18,485,500. It has been determined that the property's improvement value is equal to its land value. A land and improvement value totaling $36,971,000 will be recognized as the 2023/24 equalized value of APN 4175-018.

The PFA is not aware of any immediate plans to develop the Weidenmuller Property (as defined below) (Project Area 13). A portion of the PG&E Sub-Area (as defined below) was recently re-zoned to accommodate the development of market rate and/or affordable housing, but only if the owner of all or a portion of the PG&E Sub-Area joins the Development Agreement.

[1] Unless otherwise indicated, all statutory references are to the California Government Code.

The Developer (as defined herein) is building infrastructure that benefits not only the Potrero Power Station Project (as defined herein) parcels but also the Weidenmuller Parcel and the PG&E Sub-Area. The City has determined that including the Weidenmuller Property and the PG&E Sub-Area in the EIFD is compliant with the Final Board of Supervisors Guidelines for the Establishment and Use of Infrastructure Financing Districts in San Francisco, adopted by the Board of Supervisors by Resolution No. 66-11 on February 8, 2011 (File No. 110036) and an interpretive supplement of such Guidelines adopted by the Capital Planning Committee on February 27, 2023 (collectively, the "City IFD Guidelines").

2. ***Purpose of the EIFD and the Project Areas.*** The EIFD's sole purpose is to provide financing for the public capital facilities and other projects (whether publicly- or privately-owned) of communitywide significance, including affordable housing, described on Exhibit C hereto (collectively, the "Facilities") in connection with the Potrero Power Station project (the "Potrero Power Station Project"). The Potrero Power Station Project is described in Section B below. The Potrero Power Station Project is being developed by California Barrel Company LLC, a Delaware limited liability company (together with its successors and permitted assigns, the "Developer").

The EIFD's financing purpose will be further documented in an Acquisition and Financing Agreement among the City, the Developer, and the EIFD (the "Acquisition and Financing Agreement") to be executed simultaneously with the formation of the EIFD.

The purpose of the Project Areas is to establish a separate 45-year time period for the allocation of certain property tax revenues to the EIFD for each Project Area. See Section D.7(b) below.

3. ***Requirements of the IFP.*** As required by Sections 53398.59 through 53398.74 of the EIFD Law, this IFP includes the following information:

(a) A legal description and map of the EIFD and each current Project Area which includes all of the territory designated by the Board of Supervisors of the City and County of San Francisco (the "City") in its Resolution No. 133-23, adopted on March 21, 2023, and approved by the Mayor on March 28, 2023 (the "Resolution of Intention"). See Section A below.

(b) A description of the public facilities and other forms of development or financial assistance that are proposed in the area of the EIFD, including those to be provided by the private sector, those to be provided by governmental entities without assistance under the EIFD Law, those public improvements and other facilities (whether publicly- or privately-owned) to be financed with assistance from the EIFD, and those to be provided jointly. The description includes the proposed location, timing, and costs of the development and financial assistance. See Section B below.

(c) A finding that the development and financial assistance are of communitywide significance and provide significant benefits to an area larger than the area of the EIFD. See Section C below.

(d) A financing section, which contains all of the following information (see Section D below):

(i) A specification of the maximum portion of the incremental tax revenue of the City proposed to be committed to the EIFD for each year during which the EIFD will receive incremental tax revenue.

(ii) A projection of the amount of tax revenues expected to be received by the EIFD in each year during which the EIFD will receive tax revenues.

(iii) A plan for financing the public facilities and other projects (whether publicly- or privately-owned) to be assisted by the EIFD, including a detailed description of any intention to incur debt.

(iv) A limit on the total number of dollars of taxes that may be allocated to the EIFD pursuant to this IFP.

(v) A date on which the EIFD will cease to be in effect and all tax allocations to the EIFD will end and a date on which the EIFD's authority to repay indebtedness with incremental tax revenues received under the EIFD Law will end. Because the EIFD will include Project Areas, there is a separate and unique time limit for each Project Area that does not exceed 45 years from the end of the first fiscal year in which the applicable Project Area has actually received one hundred thousand dollars ($100,000) in Allocated Tax Revenue under the EIFD Law.

(vi) An analysis of the costs to the City of providing facilities and services to the area of the EIFD while the area is being developed and after the area is developed. The plan includes an analysis of the tax, fee, charge, and other revenues expected to be received by the City as a result of expected development in the area of the EIFD.

(vii) An analysis of the projected fiscal impact of the EIFD and the associated development upon the City.

(viii) The goals the EIFD proposes to achieve for each project financed as described in this IFP.

4. ***Not a Transit Priority Project***. Because the Potrero Power Station Project does not qualify for the Transit Priority Project Program pursuant to Section 65470, the EIFD Law does not require this IFP to include a plan for financing any potential costs that may be incurred by reimbursing the developer of a project that is located entirely within the boundaries of the EIFD and qualifies for the Transit Priority Project Program.

5. ***No Existing Dwelling Units.*** Because no dwelling units exist within the territory of the EIFD as of the date of adoption of this IFP by the PFA, the EIFD Law does not require this IFP to include a plan for the replacement of dwelling units or the relocation of persons or families.

6. ***Funding for the EIFD.*** The EIFD will be funded solely from a portion of the property tax revenues described herein that would otherwise be distributed to the City, including

amounts that would be deposited in the General Fund and amounts that would be deposited in Park, Recreation, and Open Space Fund, the Children's Fund, and the Library Preservation Fund. No other taxing agency's revenues will be affected by or available to the EIFD. Consequently, this IFP will discuss the tax increment of the City only.

A. LEGAL DESCRIPTION AND MAP

1. ***General Description of Property in the EIFD.*** California Barrel Company LLC, a Delaware limited liability company (previously defined as the "Developer"), or its affiliates own approximately 21.0 acres of developed and undeveloped land located in the City, generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west (the "Developer Property").

Pacific Gas & Electric Company, a California corporation ("PG&E"), owns approximately 8.8 acres of land located in the City that is adjacent to the Developer Property (the "PG&E Sub-Area"), 4.8 acres of which were recently re-zoned to accommodate the development of market rate and/or affordable housing, provided the owner joins the Development Agreement.

Harrigan, Weidenmuller Co. owns approximately 10.9 acres of land to the south of the Developer Property that are improved with warehouses and ancillary improvements (the "Weidenmuller Property").

The Developer Property, the PG&E Sub-Area, and the Weidenmuller Property are referred to herein, collectively, as the "Subject Property."

The boundaries of the EIFD are coterminous with the boundaries of the Subject Property.

2. ***No Overlap with Former Redevelopment Project Area(s)***. The boundaries of the proposed EIFD do not include any portion of a former redevelopment project area that was created pursuant to Part 1 (commencing with Section 33000) of Division 24 of the California Health and Safety Code.

3. ***Legal Description and Map.*** Please refer to Exhibit A for a legal description of the property in the Project Areas and Exhibit B for a map of the EIFD and the Project Areas.

4. ***Future Amendments of Project Area Boundaries – New Project Areas.*** The PFA has determined that (1) at formation there are nine identified Project Areas, (2) following the formation of the EIFD and adoption of this IFP, the Developer intends from time to time to subdivide the legal parcels constituting Project Area A and Project Area B, (3) following one or more subdivisions of the legal parcels constituting Project Area A, Project Areas 7, 8, and 12 will be created and ultimately replace Project Area A, (4) following one or more subdivisions of the legal parcels constituting Project Area B, Project Areas 9, 10, and 11 will be created and ultimately replace Project Area B, and (5) as a result of the subdivisions of the legal parcels constituting Project Area A and Project Area B and the creation, from time to time, of additional Project Areas, there will ultimately be 13 Project Areas within the EIFD.

The creation of each new Project Area and the corresponding replacement of a part of Project Area A shall occur automatically upon (1) subdivision of the legal parcels constituting

Project Area A that creates the new Project Area and (2) the assignment of tax rate areas to such new Project Area by the California State Board of Equalization, without any public hearing or vote of the property owners or residents in the EIFD, and shall not require approval by the PFA or the Board of Supervisors of the City.

The creation of each new Project Area and the corresponding replacement of a part of Project Area B shall occur automatically upon (1) subdivision of the legal parcels constituting Project Area B that creates the new Project Area and (2) the assignment of tax rate areas to the development parcels comprising such new Project Area by the California State Board of Equalization, without any public hearing or vote of the property owners or residents in the EIFD, and shall not require approval by the PFA or the Board of Supervisors of the City.

Each time that Project Areas are created through the subdivision of Project Area A or Project Area B as described in the previous paragraph, the Executive Director of the EIFD will replace the then-existing maps and legal descriptions in this IFP with updated maps and legal descriptions for the Project Areas created at that time, as appropriate, add a notation in the Index of Adoption and Amendments then deliver the updated IFP to the Secretary. To establish a public record of the creation and ultimate replacement of Project Areas, (1) the PFA shall acknowledge receipt of the updated IFP at its next public meeting, (2) the Executive Director shall cause the updated IFP that reflects the new Project Areas to be filed with the San Francisco Assessor, (3) the Executive Director shall post the updated IFP on the EIFD's website and (4) the Executive Director shall send the updated IFP to the Clerk of the Board of Supervisors with a cover letter that explains the changes that were made and asks the Clerk to file the updated IFP in the legislative file for the Board of Supervisors resolution that approved the original IFP.

The following Table 2 summarizes the 13 Project Areas following subdivision of Project Area A and Project Area B:

Table 2. Detailed Project Areas and Base Year Assessed Values, by Project Area

At Formation of EIFD, Pre-Subdivision			Post Subdivision[1]				
Project Areas, at Formation of EIFD	**Assessor Parcel Numbers, FY 2023/24**	**FY 2023/24 Assessed Value**	**Project Areas, Post Subdivision**	**Share of Assessor Parcel Value/ Sq. Ft., FY 2023/24**	**FY 2023/24 Assessed Value**	**Est. Project Area Formation Year**	**Block Number**
1	4175-024	$0	**1**	Unchanged	$17,327,367	2023/24	15
	4175-026	$17,327,367	**2**	Unchanged	$12,051,184	2023/24	7A & 7B
	Subtotal, 1	*$17,327,367*	**3**	Unchanged	$8,230,498	2023/24	11
2	4232-011	$0	**4**	Unchanged	$9,854,940	2023/24	8
	4232-019	$10,643,335	**5**	Unchanged	$6,497,763	2023/24	12
	4232-020	$1,407,849	**6**	Unchanged	$15,161,446	2023/24	2
	Subtotal, 2	*$12,051,184*	**Futr. 7 (from A)**	4175-019 (66%)	$2,306,347	2024/25	5
3	4232-012	$0		4175-020 (100%)	$0		
	4232-021	$8,230,498		4175-025 (100%)	$0		
	Subtotal, 3	*$8,230,498*		*Subtotal, 7*	$2,306,347		
4	4232-013	$0	**Futr. 8 (from A)**	4175-018 (12%)	$4,544,085	2024/25	1 & 14
	4232-022	$9,854,940		4175-019 (32%)	$1,136,477		
	Subtotal, 4	*$9,854,940*		*Subtotal, 8*	$5,680,561		
5	4232-023	*$6,497,763*	**Futr. 9 (from B)**	4175-022 (100%)	$0	2025/26	3
6	4175-023	$0		4175-028 (28%)	$6,345,497		
	4175-027	$15,161,446		*Subtotal, 9*	$6,345,497		
	4175-021	$0	**Futr. 10 (from B)**	4175-028 (18%)	$4,216,136	2025/26	4
	Subtotal, 6	*$15,161,446*	**Futr. 11 (from B)**	4175-028 (54%)	$12,486,604	2025/26	9
13	4232-010	$6,248,879		4232-014(100%)	$0		
A	4175-018	$36,971,000 [2]		4232-015(100%)	$0		
	4175-019	$3,519,619		4232-016 (100%)	$0		
	4175-020	$0		4232-017(100%)	$0		
	4175-025	$0		4232-018 (100%)	$0		
	Subtotal, A	*$40,490,619*		*Subtotal, 11*	$12,486,604		
B	4175-022	$0	**Futr. 12 (from A)**	4175-018 (88%)	$32,426,915	2024/25	13
	4175-028	$23,048,237		4175-019 (2%)	$76,795		
	4232-014	$0		*Subtotal , 12*	$32,503,710		
	4232-015	$0	**13**	Unchanged	$6,248,879	2023/24	NA
	4232-016	$0					
	4232-017	$0					
	4232-018	$0					
	Subtotal, B	*$23,048,237*					
Total		**$138,910,933**	**Total**		**$138,910,933**		

[1] The allocation of APN FY 2023/24 assessed values among the future Project Areas is proportionate to the distribution of land area of each APN among the Project Areas.

[2] Parcel is currently owned by PG&E. California Barrel Company, LLC has determined that the property is 8.64 acres. The property's assessed land value is $18,485,500. It has been determined that the property's improvement value is equal to its land value. A land and improvement value totaling $36,971,000 will be recognized as the 2023/24 equalized value of APN 4175-018.

5. ***Future Amendments of Project Area Boundaries – Tax Rate Areas.*** In addition, the PFA is aware that it may need to make other changes to the boundaries of one or more Project Areas in the future in order to conform the Project Areas described in this IFP to the final development parcels established by the recordation of one or more final subdivision maps for the Subject Property so that the California State Board of Equalization can assign tax rate areas to all of the development parcels comprising the Project Areas. Accordingly, the PFA reserves the right, and nothing in this IFP limits the ability of the PFA, to amend the boundaries of one or more Project Areas by resolution, following the provision of a 30-day mailed notice describing the amendment to the City (the only affected taxing entity under this EIFD Law) and all property owners and residents within the EIFD, and without any public hearing or vote of the property owners or residents in the EIFD, to the extent necessary to provide for the assignment of tax rate areas, as long as (i) an independent fiscal consultant determines that the amendment will not impair the EIFD's ability to pay debt service on its tax increment bonds (the "Bonds") then outstanding or, in and of itself, reduce the debt service coverage on any Bonds then outstanding below the amount required to issue parity debt and (ii) the amendment does not remove land from the EIFD. For the avoidance of doubt, the authority to change the boundaries of the Project Areas, pursuant to this IFP applies to (i) the initial Project Areas and (ii) each new Project Area established pursuant to Section A.4 above or through annexation of property to the EIFD in the future, if any, in each case as amended or expanded as described in this IFP or permitted by the EIFD Law. Upon completion of an amendment of the boundaries of one or more Project Areas as described in this paragraph and, if necessary, the assignment of tax rate areas to such amended Project Areas by the California State Board of Equalization, the PFA will replace the then-existing maps and legal descriptions in this IFP with updated maps and legal descriptions, as appropriate, and a notation will be added to the Index of Adoption and Amendments. To establish a public record of the amendment of the boundaries of the Project Areas, (1) the Executive Director shall cause the amended IFP to be filed with the San Francisco Assessor, (2) the Executive Director shall post the amended IFP on the EIFD's website and (3) the Executive Director shall send the amended IFP to the Clerk of the Board of Supervisors with a cover letter that explains the changes that were made and asks the Clerk to file the amended IFP in the legislative file for the Board of Supervisors resolution that approved the original IFP.

The PFA does not expect any of the amendments of the Project Area boundaries described in the previous paragraph to impact the base year value for any such Project Area.

B. DESCRIPTION OF FACILITIES AND DEVELOPMENT OR FINANCIAL ASSISTANCE

This section of the IFP describes the proposed land uses in the EIFD, reflects assumptions and projections, and is intended for illustrative purposes only. Actual results may vary, and the descriptions do not constitute limitations on the use of the Allocated Tax Revenue (as defined herein) as described in this IFP.

1. ***Anticipated Future Private Development in the EIFD.***

(a) **Potrero Power Station Project**.

Description of the Potrero Power Station Project. The Developer Property and, if the owner elects to join the Development Agreement, a portion of the PG&E Sub-Area is

expected to be developed with the Potrero Power Station Project, which is summarized in Table 3 below.

Table 3. Anticipated Development Program – San Francisco EIFD No. 1 (Power Station)

	Building Area (Square Feet)	Units/Hotel/Pkg. Spaces	Anticipated Construction Period
Commercial Uses			
Office	453,967	-	2030-2032
R&D	1,045,999	-	2024-2035
Retail	108,028	-	2025-2036
PDR[1]	133,144	-	2027-2029
Hotel	200,000	200	2033-2037
Commercial Subtotal	**1,941,138**	**-**	**-**
Parking[2]	**854,724**	**2,332**	**-**
Community Facilities	**33,645**	**-**	**2026-2037**
Total, Non Residential	2,829,507		
Residential Uses			
Market-Rate For Sale[3]		551	2029-2034
Market-Rate Rental[3]		1,326	2024-2038
Affordable Rental, Inclusionary Units		260	2024-2038
Affordable Rental, Stand-alone Units		178	2024-2028
Residential Subtotal		**2,315**	**-**

[1] Includes 118,000 square feet of existing building area.

[2] Includes 86,800 square feet of existing parking area.

[3] The anticipated development program includes a total of 1,877 new market rate residential units. 258 of these market rate units are permitted by the Developer paying a fee in-lieu of providing 258 on-site affordable units.

Table 4 below summarizes the proposed Potrero Power Station Project by Project Area (after subdivision of Project Area A and Project Area B).

Table 4. Anticipated Development Program by Project Area - San Francisco EIFD No. 1 (after Subdivision of Project Area A and Project Area B)

Project Area	Commercial Development		Market Rate Residential[1]		Affordable Residential		Public Facilities	Anticipated Construction Period
	Type	Sq. ft.	Type	Units	Type	Units	Sq. ft.	Years
#1	Office	453,967	-	-	-	-	-	2030-2032
#2	Retail	10,883	For Sale	383	For Rent	98	4,545	2024-2032
#3	R&D, Retail, PDR	205,769	-	-	-	-	-	2026-2028
#4	Retail	11,901	For Rent	372	-	-	4,100	2027-2029
#5	R&D, Retail, PDR	171,289	-	-	-	-	-	2024-2026
#6	R&D, Retail	358,703	-	-	-	-	-	2026-2029
#7	Retail	20,390	For Rent	258	For Rent	44	-	2028-2031
#8	Retail	11,907	For Rent	346	For Rent	146	-	2026-2028
#9	R&D, Retail	358,703	-	-	-	-	-	2033-2035
#10	Retail	7,757	For Sale	168	-	-	-	2032-2034
#11	Retail, Hotel	205,000	-	-	-	-	-	2033-2037
#12	Retail	6,869	For Rent	350	For Rent	150	25,000	2035-2038
#13	PDR	118,000	-	-	-	-	-	2027-2029
	Total	**1,941,138**		**1,877**		**438**	**33,645**	

[1] 258 of the project's market rate residential units are permitted by the Developer paying a fee in-lieu of providing 258 on-site affordable units.

THE TYPE OF DEVELOPMENT AND THE NUMBER OF RESIDENTIAL UNITS AND SQUARE FOOTAGE OF RETAIL/COMMERCIAL SPACE SET FORTH IN TABLES 2 AND 3 ARE BASED ON CURRENT PROJECTIONS PROVIDED BY THE DEVELOPER; ACTUAL DEVELOPMENT MAY, AND WILL LIKELY, VARY. NOTHING IN THIS IFP SHALL LIMIT THE ABILITY OF THE DEVELOPER TO REVISE THE SCOPE AND TIMING OF THE POTRERO POWER STATION PROJECT, AND ANY CHANGE IN THE NATURE OF THE POTRERO POWER STATION PROJECT WILL NOT REQUIRE AN AMENDMENT OF THIS IFP.

Development Agreement and Financing Plan. The Developer and the City executed the Development Agreement for the Potrero Power Station Project, dated as of September 22, 2020 and recorded in the Official Records on October 2, 2020 as Document No. 2020025312 (as it may be further amended from time to time, "Development Agreement"). The Development Agreement was corrected by that certain Correction to Development Agreement, dated as of September 30, 2021 and recorded in the Official Records on

October 13, 2021 as Document No. 2021157025, and modified by that certain first Memorandum of Minor Modification of Development Agreement, dated as of June 20, 2023, as Document No. 2023044096 and by that certain second Memorandum of Minor Modification of Development Agreement, dated as of June 20, 2023, as Document No. 2023044102.

In connection with establishing the EIFD, the Developer and the City are amending the Development Agreement, including an amendment and restatement of the Financing Plan that is Exhibit C to the Development Agreement (herein, the "Development Agreement Financing Plan"). As amended, the Development Agreement Financing Plan describes certain terms of this IFP and the priorities for use of the Allocated Tax Revenue (as set forth in this IFP), and provides for execution of the Acquisition and Financing Agreement described below. The Development Agreement, as amended in connection with establishing the EIFD, will be recorded in the Official Records.

Certain terms used in this IFP but not defined herein have the meanings given to them in the Development Agreement Financing Plan.

Acquisition and Financing Agreement. Upon formation of the EIFD, the City, the EIFD, and the Developer will enter into an Acquisition and Financing Agreement. The Acquisition and Financing Agreement will describe (1) the conditions under which the City will acquire Acquisition Facilities (as defined in the Acquisition and Financing Agreement) or reimburse the Actual Costs (as defined in the Acquisition and Financing Agreement) of the Developer for construction of the Privately-Owned Facilities (as defined in the Acquisition and Financing Agreement), (2) the circumstances in which the EIFD may finance Privately-Owned Facilities at the request of the Developer, including issuing Bonds to finance construction of Privately-Owned Facilities constructed by parties other than the Developer and (3) the EIFD's use of Bond proceeds, Allocated Tax Revenue, and Conditional Tax Revenue to finance the City's payment obligations and other authorized purposes. The Acquisition Facilities and Privately-Owned Facilities are the Facilities referenced in this IFP and described in Exhibit C hereto.

Total Cost of the Potrero Power Station Project and Related Improvements. The Developer of the Potrero Power Station Project estimates that the total cost of the Potrero Power Station Project will be approximately $3.9 billion (2023 dollars), of which nearly $3.35 billion (2023 dollars) is estimated to be attributable to development of the private elements of the project not being financed by the EIFD (the "Privately-Financed Elements"). The Privately-Financed Elements will be paid, or caused to be paid, by the Developer of the Potrero Power Station Project without assistance from the EIFD. The following elements of the Potrero Power Station Project constitute Facilities that are eligible for financing by the EIFD:

- Acquisition Facilities, which are expected to cost approximately $178.5 million (2023 dollars)

- Privately-Owned Facilities, including:

- Privately-owned parks and streets that will be open to the public, which are expected to cost approximately $111.6 million (2023 dollars)
- Privately-owned affordable housing units, which are expected to cost approximately $258.1 million (2023 dollars)

(b) **PG&E Sub-Area**.

A portion of the PG&E Sub-Area was recently re-zoned to accommodate the development of market rate and/or affordable housing, but only if the owner of that portion of the PG&E Sub-Area joins the Development Agreement. See Tables 3 and 4.

(c) **Weidenmuller Property**.

The Weidenmuller Property is currently improved with approximately 118,000 square feet of industrial and warehouse space and 217 parking spaces; the referred to improvements are included in Table 3. The PFA is not currently aware of any proposed new or additional development of the Weidenmuller Property.

2. ***Facilities and Other Forms of Development or Financial Assistance to be Provided by the Private Sector.***

The Facilities that will be constructed, or caused to be constructed, by the Developer are described in Appendix C. Under the EIFD Law, the facilities financed by the EIFD must be in addition to those provided in the territory of the EIFD before the EIFD was created. The additional facilities may not supplant facilities already available within that territory when the EIFD was created but may supplement, rehabilitate, upgrade, or make more sustainable those facilities.

All affordable housing financed by the EIFD will be restricted by recorded covenants or restrictions to occupancy by persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the California Health and Safety Code, for rent or purchase, for the longest feasible time, but for not less than 55 years for rental units and 45 years for owner-occupied units.

All of the Facilities are authorized to be financed by the EIFD, but some Facilities may not be financed by the EIFD. See "*Facilities and Other Projects Costs to be Financed by the EIFD*" below.

To the extent they are not financed by the EIFD (or other forms of public finance, including special tax financing by City and County of San Francisco Special Tax District No. 2022-1 (Power Station) ("CFD"), which was established by the City for the Potrero Power Station Project), the costs of the Facilities will be borne by the Developer, except as set forth immediately below.

3. ***Public Facilities and Other Forms of Development or Financial Assistance to be Provided by Governmental Entities without Assistance from the EIFD.*** Affordable housing to be constructed as a condition of development of the Potrero Power Station Project is currently expected to be financed using multiple sources of public and private debt and equity, which, in addition to assistance from the EIFD, may include (but are not limited to) federal tax credits, qualified private activity bonds, voter-approved general obligation bonds, affordable housing

and jobs/housing impact fees, and other local, state and federal affordable housing resources. The EIFD may provide financing for the Actual Costs of affordable housing constructed, or caused to be constructed, by the Developer, either directly, indirectly, or through payment of in-lieu fees, subject to City approval. Affordable housing financed with in-lieu fees will not necessarily be built within the EIFD boundaries.

4. ***Facilities and Other Projects Costs to be Financed by the EIFD.*** The EIFD is projected to use Allocated Tax Revenue (as defined in Section D below) to finance on a pay-go basis and issue Bonds or other debt that is payable from Allocated Tax Revenue to finance approximately $548 million (estimated in 2023 dollars) in Actual Costs of Facilities, including public capital facilities (estimated to be approximately $178.5 million in 2023 dollars), privately-owned parks and streets (estimated to be approximately $111.6 million in 2023 dollars), and privately-owned affordable housing costs (estimated to be approximately $258.1 million in 2023 dollars).

Table 5. Estimated Costs of Facilities to be Financed by EIFD

Public Facility	Estimated Improvement Costs ($millions) *	Estimated Timing	Location
Parks / Open Spaces	$111.58	2023 - 2033	Sitewide and Offsite
Streets	$42.18	2023 - 2028	Sitewide and Offsite
Site Work / Shoreline	$89.49	2023 - 2028	Sitewide and Offsite
Utilities	$46.83	2023 - 2028	Sitewide and Offsite
Affordable Housing	$258.14	2023 - 2038	Sitewide and Offsite
Total	**$548.22**		

The obligation to provide financing for the Facilities to the extent that Allocated Tax Revenue is available as set forth in the Acquisition and Financing Agreement constitutes debt of the EIFD under the EIFD Law.

See Section D.7(c) below for a summary of other capital sources projected to be available to finance the Facilities.

5. ***Facilities and Other Forms of Development or Financial Assistance to be Jointly Provided.*** There are no public facilities that will be jointly provided by the private and governmental entities.

6. ***Administrative Costs to be Financed by the EIFD.*** The EIFD may finance any other expenses incidental to the formation, administration (including preparation of annual reports and audits required by the EIFD Law) and implementation of the EIFD and to the construction, completion, inspection, and acquisition of the Facilities, including, but not limited to, the costs of

creation and administration of the EIFD; costs of issuance of Bonds or other debt of the EIFD or of any other public agency (including a community facilities district) that finances authorized Facilities, and payment of debt service thereon; costs incurred by the City or the EIFD in connection with the division of taxes pursuant to Government Code section 53398.75; and legal costs. See Section D below.

The City will pay to the EIFD, be deemed to have paid to the EIFD or advance to third parties on behalf of the EIFD such amounts as the City deems necessary for the EIFD's administrative expenses and overhead. The funds paid by the City to the EIFD, deemed to have been paid to the EIFD or advanced to third parties on behalf of the EIFD for administrative expenses and overhead shall constitute an advance and shall be repaid by the EIFD.

C. FINDING OF COMMUNITYWIDE SIGNIFICANCE

All of the Facilities (including the Acquisition Facilities and the Privately-Owned Facilities) to be financed by the EIFD have communitywide significance and provide significant benefits to the EIFD and the surrounding community. Those Facilities that are not physically located within the boundaries of the EIFD have a tangible connection to the work of the EIFD, including, but not limited to, any affordable housing financed by the EIFD that is located outside the EIFD boundaries.

The formation of the EIFD will enable the development of the Potrero Power Station Project, which the City has determined will provide clear benefits to the public and neighboring communities, including: (i) affordable housing in excess of the number of units required pursuant to existing City ordinances, regulations, and policies, intended to constitute thirty percent (30%)[2] of the total number of housing units to be constructed within the EIFD; (ii) workforce obligations, including significant training, employment, and economic development opportunities, related to the development and operation of the Potrero Power Station Project; (iii) construction and maintenance of publicly accessible open space, totaling approximately 6.9 acres, including a series of contiguous, integrated parks, plazas, and green spaces, a publicly-accessible soccer field, and extension of the Blue Greenway and Bay Trail; (iv) delivery of child care spaces; (v) one or more community facilities; (vi) sea level rise improvements; and (vii) measures to prioritize and promote travel by walking, biking, and transit for new residents, tenants, employees, and visitors, all as set forth in greater detail in the Development Agreement.

D. FINANCING

1. ***Introduction.*** Section 53398.75(a) of the EIFD Law authorizes this IFP to include a provision that taxes, if any, levied upon taxable property in the area included within the EIFD each year by or for the benefit of the State of California, or any affected taxing entity, after the effective date of the resolution adopted pursuant to the EIFD Law to create the EIFD, shall be divided, subject to the provisions of Section 53993, as follows:

[2] In addition to providing on-site affordable units that comprise 19% of total on-site units, the Potrero Power Station Project will provide in-lieu fees for the construction of additional affordable units, resulting in a total affordable housing contribution equivalent to 30% of the project's units. Affordable housing financed with in-lieu fees will not necessarily be built within the EIFD boundaries.

(1) That portion of the taxes that would be produced by the rate upon which the tax is levied each year by or for each of the affected taxing entities upon the total sum of the assessed value of the taxable property in the EIFD as shown upon the assessment roll used in connection with the taxation of the property by the affected taxing entity, last equalized prior to the effective date of the resolution adopted pursuant to Section 53398.69 to create the EIFD, shall be allocated to, and when collected shall be paid to, the respective affected taxing entities as taxes by or for the affected taxing entities on all other property are paid.

(2) That portion of the levied taxes each year specified in the adopted infrastructure financing plan for the city or county and each affected taxing entity that has agreed to participate pursuant to Section 53398.68 in excess of the amount specified in paragraph (1) shall be allocated to, and when collected shall be paid into a special fund of, the EIFD for all lawful purposes of the EIFD. Unless and until the total assessed valuation of the taxable property in the EIFD exceeds the total assessed value of the taxable property in the EIFD as shown by the last equalized assessment roll referred to in paragraph (1), all of the taxes levied and collected upon the taxable property in the EIFD shall be paid to the respective affected taxing entities. When the EIFD ceases to exist pursuant to the adopted infrastructure financing plan, all moneys thereafter received from taxes upon the taxable property in the district shall be paid to the respective affected taxing entities as taxes on all other property are paid.

Section 53398.63(d)(5)(B) of the EIFD Law provides for creation of project areas, and provides for tax allocations to an enhanced infrastructure financing district from each project area to continue for a period not later than 45 years from the date the project area has actually received an allocation of at least $100,000 in incremental tax revenues. Section 53398.63(d)(5)(B) also requires an infrastructure financing plan, where a district is divided into project areas, to include a date on which the infrastructure financing plan will cease to be in effect and all tax allocations to the district will end and a date on which the district's authority to repay indebtedness with incremental tax revenues received under the EIFD Law will end, not to exceed 45 years from the date the district or the applicable project area has actually received one hundred thousand dollars ($100,000) in annual incremental tax revenues.

Pursuant to Section 53398.63(d)(5)(B), the City intends to establish a separate tax rate area for each Project Area and to calculate tax increment on a Project Area-by-Project Area basis. Each Project Area will have a separate and unique time limit as set forth in Section D.6 below.

In compliance with Sections 53398.75(a) and 53398.63(d)(5)(B) of the EIFD Law, this IFP provides as follows:

(1) That portion of the taxes that would be produced by the levy of the 1% ad valorem property tax rate upon the total sum of the assessed value of the taxable property in the EIFD as shown upon the last equalized assessment roll prior to the effective date of the resolution adopted by the PFA to create the EIFD (i.e., the assessment roll for tax year 2023-24), shall be allocated to, and when collected shall be paid to, the respective affected taxing entities as taxes by or for the affected taxing entities on all other property are paid.

(2) The City's tax revenues in excess of the amount specified in paragraph (1) are hereby allocated to, and when collected by the EIFD shall be paid into a special fund of, the EIFD

for the purposes specified in this IFP. Unless and until the total assessed valuation of the taxable property in the EIFD exceeds the total assessed value of the taxable property in the EIFD as shown by the last equalized assessment roll referred to in paragraph (1), all of the taxes levied and collected upon the taxable property in the EIFD shall be paid to the respective affected taxing entities. Notwithstanding the calculation of the Allocated Tax Revenue and the Conditional Tax Revenue on a Project Area-by-Project Area basis, the total amount of the Allocated Tax Revenue and the Conditional Tax Revenue for a tax year may not exceed the amount determined pursuant to this paragraph (2) for such tax year.

(3) When the 45-year time period expires for a Project Area (which is referred to as the Project Area's Termination Date, as defined herein), (a) all tax allocations to the EIFD from the expired Project Area shall end, (b) the IFP will cease to be in effect with respect to such expired Project Area, and (c) when calculating the Allocated Tax Revenue and the Conditional Tax Revenue, the amount of taxes described in paragraph (1) above shall no longer include the taxes generated in the expired Project Area.

2. ***Definitions.*** Subject to Section 53398.75(a) as described in the preceding Section D.1, and except to the extent provided in Section D.5 below, the City has made an irrevocable allocation of Allocated Tax Revenue to the EIFD, and a conditional allocation of Conditional Tax Revenue to the EIFD, in each case for the purpose of financing the Facilities and other related Actual Costs. The Conditional Tax Revenue may only be used to (i) provide coverage on the EIFD Bonds, (ii) pay debt service on Bonds, and (iii) replenish debt service reserve funds for such Bonds to the extent that Allocated Tax Revenue is not available for those purposes. *The Conditional Tax Revenue is not available to pay debt (as defined in the EIFD Law) that does not constitute Bonds*.

If the Conditional Tax Revenue is ever used to pay debt service on Bonds or replenish debt service reserve funds for such Bonds, then in future fiscal years after first paying or setting aside Allocated Tax Revenue needed to pay EIFD administration expenses, to pay debt service due during such fiscal year on Bonds issued by the EIFD, and to replenish any debt service reserve fund for Bonds, the EIFD shall repay the City out of Allocated Tax Revenue for any Conditional Tax Revenue used to pay debt service on Bonds or replenish debt service reserve funds for such Bonds in an amount equal to the Conditional Tax Revenue used to pay debt service on Bonds or replenish debt service reserve funds for such Bonds plus interest through the date of repayment at an interest rate equal to the rate of interest on the United States Treasury bond with a 10-year maturity on the date of the first use of Conditional Tax Revenue plus 300 basis points, and such interest rate shall remain fixed for the remainder of the term of this IFP.

This IFP uses the following terms to describe the property tax revenues allocated to the EIFD by the City:

"*Allocated Tax Revenue*" means 58.252419% of the City Share of Increment.[3]

[3] For the benefit of eligible development projects, like the Power Station Project, the City IFD Guidelines provide that the maximum incremental property tax revenue that may be allocated to an enhanced infrastructure financing district is 50% of the total incremental property tax revenue (including 50% of the VLF revenues, as defined below), and that the City may allocate all or a portion of the remaining 50% of the annual incremental property tax revenue (including the remaining 50% of the VLF revenues) on a

"*Base Year*" means, for each Project Area, the fiscal year in which the assessed value of taxable property in the Project Area was last equalized prior to the effective date of the resolution adopted pursuant to Section 53398.69 to create the EIFD. The Base Year for each of the 13 Project Areas is fiscal year 2023-24. Upon subdivision of the parcels constituting Project Area A and the creation of new Project Areas as described in Section A.4, the Base Year assessed value for Project Area A will be allocated to each of newly-created Project Areas 7, 8, and 12 as shown in Table 2. Upon subdivision of the parcels constituting Project Area B and the creation of new Project Areas as described in Section A.4, the Base Year assessed value for Project Area B will be allocated to each of newly-created Project Areas 9, 10, and 11 as shown in Table 2.

"*City Share of Increment*" means 64.588206% of Gross Tax Increment.

"*Conditional Tax Revenue*" means the 41.747581% of the City Share of Increment that does not constitute Allocated Tax Revenue.

"*Gross Tax Increment*" means, for each Project Area, 100% of the revenue produced by the application of the 1% ad valorem tax rate to the Incremental Assessed Property Value of property within the Project Area.

"*Incremental Assessed Property Value*" means, in any fiscal year, for each Project Area, the difference between the assessed value of the taxable property within the Project Area for that fiscal year and the assessed value of the taxable property within the Project Area in the Base Year, to the extent that the difference is a positive number. Incremental Assessed Property Value shall be measured on a Project Area by Project Area basis, and not on an aggregate EIFD basis.

3. ***Allocated Tax Revenue***. Subject to Section D.1 above, as shown in Table 6 below, the City has agreed to irrevocably allocate Allocated Tax Revenue to the EIFD, except to the extent provided in Section D.5 below and subject to the maximum amounts specified below (see Section D.7(d) - "*Limit on Total Dollars Allocated to the EIFD*"). It is anticipated that the Allocated Tax Revenue will be utilized to finance the Facilities on both a "pay-as-you-go" ("pay-go") basis and to pay debt service on Bonds or other debt permitted by the EIFD Law. As used in this IFP, "finance" includes not only using Allocated Tax Revenue or Conditional Tax Revenue to pay debt service on the Bonds and other debt of the EIFD, as applicable, but also using Allocated Tax Revenue on a pay-go basis to pay for eligible Actual Costs.

conditional basis to provide debt service coverage for the district's bonds or other debt. For purposes of this IFP, the City is not allocating VLF revenues to the EIFD, and instead the City is allocating 58.252419% of the City Share of Increment, which represents (i) 50% of the City Share of Increment plus (ii) an amount estimated to be equal to 50% of the VLF revenues. All of the VLF revenues will be deposited in the City general fund and none of the VLF revenue is allocated to the EIFD. For purposes of this footnote, "VLF revenues" means, for each Project Area, that portion of the ad valorem property tax revenue allocated to the City pursuant to Section 97.70 of the Revenue and Taxation Code that corresponds to the Incremental Assessed Property Value of property within the Project Area according to the formula set forth in California Revenue & Taxation Code Section 97.70 as of the date hereof.

Table 6. Summary of Ad Valorem Tax Revenues Allocated to the EIFD

Gross Tax Increment, as a % of Incremental Assessed Property Value	1.0000%
City Share of Increment	64.588206%
Allocated Tax Revenue = 58.252419% of the City Share of Increment	37.624193%
Conditional Tax Revenue = 41.747581% of the City Share of Increment	26.964013%

(a) **City Share of Increment**. The following table shows the distribution of the 1% ad valorem property tax rate among taxing entities in the City, including the areas in the EIFD. *No taxing entity other than the City is allocating property tax revenue to the EIFD*.

Table 7 – Distribution of 1% Property Tax Rate Among Taxing Agencies

	Amount Available	*Allocated Tax Revenue*	*Conditional Tax Revenue*
City Portion			
City General Fund Portion	55.588206%	32.381475%	23.206731%
City Special Fund Portion	9.000000%	5.242718%	3.757282%
City Share of Increment	64.588206%	37.624193%	26.964013%
Other Taxing Agencies			
Education Revenue Augmentation Fund	25.330113%	0.000000%	0.000000%
San Francisco Unified School District	7.698857%	0.000000%	0.000000%
San Francisco Community College Fund	1.444422%	0.000000%	0.000000%
San Francisco County Office of Education	0.097335%	0.000000%	0.000000%
Bay Area Rapid Transit District	0.632528%	0.000000%	0.000000%
Bay Area Air Quality Management District	0.208539%	0.000000%	0.000000%
Total, Other Taxing Agencies	35.411794%	0.000000%	0.000000%
Total, All Taxing Agencies	**100.000000%**	**37.624193%**	**26.964013%**

4. ***Conditional Tax Revenue***. The City has agreed to allocate the remaining 41.747581% of the City Share of Increment not constituting Allocated Tax Revenue on a conditional basis; the Conditional Tax Revenue is only available to (i) provide coverage for the EIFD Bonds and (ii) pay debt service on Bonds (but not other debt), issued by the EIFD, including replenishing debt service reserve funds for such Bonds, to the extent that Allocated Tax Revenue is not available for that purpose.

5. ***Contingent Allocation.*** The annual allocation of Allocated Tax Revenue to the EIFD by the City is contingent upon the EIFD's use of such increment to pay for the Actual Costs of Facilities, projects, or services, and to accomplish other authorized purposes, including to pay

debt service on Bonds and other debt issued to accomplish such purposes. Subject to the final sentence of this paragraph, the annual allocation of Allocated Tax Revenue to the EIFD by the City shall be subject to this condition, and in no event may future allocations of tax revenues be accelerated. For the avoidance of doubt, nothing in this IFP is intended to require the Allocated Tax Revenue to be immediately spent on such authorized purposes; rather Allocated Tax Revenue may be accumulated and spent for authorized purposes over a period of time. Prior to each issuance of Bonds by the EIFD, an authorized representative of the City shall certify in writing that the proceeds of the proposed Bonds will be used for authorized purposes under the EIFD Law and this IFP, which certificate shall represent a determination by the City that the proceeds of the Bonds are being used for authorized purposes under the EIFD Law and this IFP and that the allocation of Allocated Tax Revenue for the purpose of paying debt service on such Bonds or replenishing a debt service reserve fund for such Bonds shall be irrevocable.

Similarly, the annual allocation of Conditional Tax Revenue to the EIFD by the City is contingent upon the EIFD's use of such increment to pay debt service on Bonds (including replenishing debt service reserve funds and providing adequate coverage for such Bonds) that finance the Actual Costs of Facilities and other authorized costs. Subject to the final sentence of this paragraph, the annual allocation of Conditional Tax Revenue to the EIFD by the City shall be subject to this condition, and in no event may future allocations of tax revenues be accelerated. Prior to each issuance of Bonds by the EIFD, an authorized representative of the City shall certify in writing that the proceeds of the proposed Bonds will be used for authorized purposes under the EIFD Law and this IFP, which certificate shall represent a determination by the City that the proceeds of the Bonds are being used for authorized purposes under the EIFD Law and this IFP and that the allocation of Conditional Tax Revenue for the purpose of paying debt service on such Bonds or replenishing a debt service reserve fund for such Bonds shall be irrevocable.

6. ***Commencement of Allocation of Allocated Tax Revenue***. The date that Allocated Tax Revenue is allocated to the EIFD for a Project Area shall be referred to herein as the "Commencement Date." The Commencement Date for each Project Area is determined separately, and there is no requirement that the Commencement Date for each Project Area be the same.

Determined separately for each Project Area:

(i) the Commencement Date for Project Areas 1, 2, 3, 4, 5, 6, or 13 shall be the first day of the fiscal year in which the applicable Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year,

(ii) the Commencement Date for Project Areas 7, 8, or 12 shall be the first day of the fiscal year in which both of the following have occurred with respect to the applicable Project Area: (1) a portion of Project Area A has been subdivided and, as applicable, Project Area 7, 8, or 12 has been established pursuant to Section A.4 of this IFP, and (2) the applicable Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year, and

(iii) the Commencement Date for Project Areas 9, 10, or 11 shall be the first day of the fiscal year in which both of the following have occurred with respect to the applicable Project Area: (1) a portion of Project Area B has been subdivided and, as applicable, Project Area 9, 10, or 11 has

been established pursuant to Section A.4 of this IFP, and (2) the applicable Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

It is understood that Project Areas 7, 8, and 12 may be created at different times as Project Area A is subdivided from time to time; likewise, Project Areas 9, 10, and 11 may be created at different times as Project Area B is subdivided from time to time.

Prior to the issuance of any Bonds by the EIFD, and notwithstanding any other provision of this IFP, the allocation of Allocated Tax Revenue and Conditional Tax Revenue under this IFP may be permanently terminated by the adoption by the Board of Supervisors of a termination resolution only if the first tax increment-producing building in the EIFD that was constructed, or caused to be constructed, by the Developer (regardless of Project Area) has not received a certificate of occupancy for new construction or expansion of a building constituting permanent new development (not including rehabilitation, relocation, or other work that does not constitute permanent new development) before the tenth anniversary of the adoption by the PFA of the resolution establishing the EIFD (herein, the "Optional Termination for Cause"). For purposes of this paragraph, "certificate of occupancy" means the first certificate, including any temporary certificate of occupancy, issued by the City to confirm that a building or a portion of a building has met all of the building codes and can be occupied for residential or non-residential use. To provide clarity, the Optional Termination for Cause provisions set forth above shall no longer be applicable upon the first to occur of the (i) date that the first tax increment-producing building in any Project Area of the EIFD that was constructed or caused to be constructed by the Developer receives a certificate of occupancy for new construction or expansion of a building constituting permanent new development (not including rehabilitation, relocation, or other work that does not constitute permanent new development) or (ii) date of the first issuance of Bonds by the EIFD. Within sixty (60) days of the occurrence of either (i) or (ii) in the preceding sentence, the Director of the Controller's Office of Public Finance shall confirm in writing to the Developer that the Optional Termination for Cause provisions set forth in this Section D.6 are no longer applicable to the EIFD and that the allocation of Allocated Tax Revenue and Conditional Tax Revenue under this IFP is no longer subject to Optional Termination for Cause pursuant to this Section D.6.

Any Allocated Tax Revenue received by the EIFD prior to the earlier of (i) the Optional Termination for Cause or (ii) the Director of the Controller's Office of Public Finance written confirmation to the Developer that the Optional Termination For Cause provisions are no longer applicable to the EIFD as described in the previous paragraph, shall accumulate and may be used by the PFA exclusively to pay administrative expenses and for no other purpose. If the Director of the Controller's Office of Public Finance provides written confirmation to the Developer that the Optional Termination For Cause provisions are no longer applicable to the EIFD, any accumulated Allocated Tax Revenue received by the EIFD that was not used for administrative expenses shall be available to the Developer for financing Facilities.

If the Optional Termination for Cause occurs, any accumulated Allocated Tax Revenue received by the EIFD that was not used for administrative expenses shall be returned by the PFA to the City.

7. ***Requirements of the EIFD Law.***

(a) **Maximum Portion of Incremental Tax Revenue Dedicated to the EIFD**

Subject to Section 53398.75(a) of the EIFD Law as described in Section D.1 above, and except to the extent provided in Section D.5 above, the City is allocating to the EIFD 100% of the Allocated Tax Revenue for each year during which the EIFD will receive Allocated Tax Revenue for the purpose of financing the Facilities and paying related administrative costs.

In addition, subject to Section 53398.75(a) of the EIFD Law as described in Section D.1 above, and except to the extent provided in Section D.5 above, the City has agreed to allocate to the EIFD 100% of the Conditional Tax Revenue for each year during which the EIFD will receive Conditional Tax Revenue. However, the Conditional Tax Revenue is only available to meet debt service coverage requirements for Bonds, pay debt service on Bonds issued by the EIFD and replenish debt service reserve funds for such Bonds to the extent that Allocated Tax Revenue is not available to pay debt service or replenish debt service reserve funds.

(b) **Projection of EIFD Tax Revenues by Year**

Set forth in the following Table 8 is the projected annual Allocated Tax Revenue based on the projected assessed value growth by Project Area. The annual projection of Allocated Tax Revenue by project area is presented in Appendix D.

The Allocated Tax Revenue is projected to total approximately $1.68 billion across all Project Areas over the 45-year term of each Project Area.

The Conditional Tax Revenue is projected to total approximately $1.21 billion across all Project Areas over the 45-year term of each Project Area.

The projections in this IFP are based on available data at the time of IFP preparation for purposes of planning and illustration. Actual results will likely differ depending on numerous factors including, but not limited to: (i) actual construction and administration costs; (ii) actual construction and absorption schedules for both residential and commercial components; (iii) the final development program; (iv) economic factors such as rents, vacancy and interest rates; and (v) property valuation assessments.

In addition, because the commencement years and final years for the allocation of tax increment are dependent on the timing of generation and receipt of tax increment within each Project Area, the commencement and final years for each Project Area shown in the following tables are estimates only; actual dates for each Project Area will likely differ.

Table 8. Projected Aggregate Annual Incremental Tax Revenues to be Allocated to EIFD

Aggregate - All Project Areas, Post Subdivision								
IFD Year	Fiscal Year	Estimated Incremental Assessed Value ($000)	Gross Tax Increment (1% Incremental Assessed Value)[1] ($000)	City Share of Increment (64.588206%)[1] ($000)	Allocated Tax Revenue to EIFD (58.252419% of City Share of Increment), conditioned on Project Area allocation exceeding $100,000[2] ($000)	Admin Fee Estimate = $150,000 per year, inflated. ($000)	Allocated Tax Revenue Minus Admin Fee(s) ($000)	Conditional Tax Revenue Available for Bond Debt service If Necessary (41.747581% of City Share of Increment)[2]
	2024/25	$3,158	$32	$20	$0	$0	$0	$0
	2025/26	$6,371	$64	$41	$0	$0	$0	$0
1	2026/27	$62,308	$623	$402	$197	$164	$33	$141
2	2027/28	$300,578	$3,006	$1,941	$1,082	$169	$913	$776
3	2028/29	$376,375	$3,764	$2,431	$1,359	$174	$1,185	$974
4	2029/30	$988,096	$9,881	$6,382	$3,587	$179	$3,408	$2,571
5	2030/31	$2,371,330	$23,713	$15,316	$8,863	$184	$8,678	$6,352
6	2031/32	$2,469,346	$24,693	$15,949	$9,225	$190	$9,035	$6,611
7	2032/33	$2,988,297	$29,883	$19,301	$11,202	$196	$11,007	$8,028
8	2033/34	$4,298,638	$42,986	$27,764	$16,128	$202	$15,926	$11,558
9	2034/35	$4,450,532	$44,505	$28,745	$16,698	$208	$16,490	$11,967
10	2035/36	$4,951,250	$49,513	$31,979	$18,583	$214	$18,369	$13,318
11	2036/37	$5,718,971	$57,190	$36,938	$21,467	$220	$21,247	$15,385
12	2037/38	$5,907,891	$59,079	$38,158	$22,189	$227	$21,962	$15,902
13	2038/39	$6,419,388	$64,194	$41,462	$24,152	$234	$23,919	$17,309
14	2039/40	$7,002,009	$70,020	$45,225	$26,344	$241	$26,104	$18,880
15	2040/41	$7,156,102	$71,561	$46,220	$26,924	$248	$26,676	$19,296
16	2041/42	$7,313,522	$73,135	$47,237	$27,517	$255	$27,261	$19,720
17	2042/43	$7,474,341	$74,743	$48,275	$28,122	$263	$27,859	$20,154
18	2043/44	$7,638,632	$76,386	$49,337	$28,740	$271	$28,469	$20,597
19	2044/45	$7,806,472	$78,065	$50,421	$29,371	$279	$29,092	$21,049
20	2045/46	$7,977,936	$79,779	$51,528	$30,016	$287	$29,729	$21,512
21	2046/47	$8,153,103	$81,531	$52,659	$30,675	$296	$30,379	$21,984
22	2047/48	$8,332,052	$83,321	$53,815	$31,349	$305	$31,044	$22,467
23	2048/49	$8,514,866	$85,149	$54,996	$32,036	$314	$31,722	$22,959
24	2049/50	$8,701,628	$87,016	$56,202	$32,739	$323	$32,416	$23,463
25	2050/51	$8,892,424	$88,924	$57,435	$33,457	$333	$33,124	$23,978
26	2051/52	$9,087,339	$90,873	$58,693	$34,190	$343	$33,847	$24,503
27	2052/53	$9,286,465	$92,865	$59,980	$34,940	$353	$34,586	$25,040
28	2053/54	$9,489,891	$94,899	$61,294	$35,705	$364	$35,341	$25,589
29	2054/55	$9,697,711	$96,977	$62,636	$36,487	$375	$36,112	$26,149
30	2055/56	$9,910,019	$99,100	$64,007	$37,286	$386	$36,899	$26,721
31	2056/57	$10,126,912	$101,269	$65,408	$38,102	$398	$37,704	$27,306
32	2057/58	$10,348,490	$103,485	$66,839	$38,935	$410	$38,526	$27,904
33	2058/59	$10,574,854	$105,749	$68,301	$39,787	$422	$39,365	$28,514
34	2059/60	$10,806,107	$108,061	$69,795	$40,657	$435	$40,222	$29,138
35	2060/61	$11,042,355	$110,424	$71,321	$41,546	$448	$41,098	$29,775
36	2061/62	$11,283,706	$112,837	$72,879	$42,454	$461	$41,993	$30,425
37	2062/63	$11,530,271	$115,303	$74,472	$43,382	$475	$42,907	$31,090
38	2063/64	$11,782,161	$117,822	$76,099	$44,329	$489	$43,840	$31,769
39	2064/65	$12,039,492	$120,395	$77,761	$45,298	$504	$44,794	$32,463
40	2065/66	$12,302,382	$123,024	$79,459	$46,287	$519	$45,768	$33,172
41	2066/67	$12,570,950	$125,710	$81,194	$47,297	$535	$46,763	$33,896
42	2067/68	$12,845,321	$128,453	$82,966	$48,329	$551	$47,779	$34,636
43	2068/69	$13,125,618	$131,256	$84,776	$49,384	$567	$48,817	$35,392
44	2069/70	$13,411,970	$134,120	$86,626	$50,461	$584	$49,877	$36,164
45	2070/71	$13,704,508	$137,045	$88,515	$51,562	$602	$50,960	$36,953
46	2071/72	$13,265,348	$132,653	$85,679	$49,910	$620	$49,290	$35,769
47	2072/73	$13,554,780	$135,548	$87,548	$50,999	$638	$50,360	$36,549
48	2073/74	$12,902,297	$129,023	$83,334	$48,544	$658	$47,886	$34,790
49	2074/75	$9,236,033	$92,360	$59,654	$34,750	$677	$34,073	$24,904
50	2075/76	$9,092,524	$90,925	$58,727	$34,210	$698	$33,512	$24,517
51	2076/77	$8,697,831	$86,978	$56,178	$32,725	$719	$32,006	$23,453
52	2077/78	$4,834,834	$48,348	$31,227	$18,191	$740	$17,451	$13,037
53	2078/79	$4,940,333	$49,403	$31,909	$18,588	$762	$17,825	$13,321
54	2079/80	$4,223,329	$42,233	$27,278	$15,890	$785	$15,105	$11,388
55	2080/81	$2,228,836	$22,288	$14,396	$8,386	$809	$7,577	$6,010
56	2081/82	$2,277,344	$22,773	$14,709	$8,568	$833	$7,735	$6,141
57	2082/83	$1,341,131	$13,411	$8,662	$5,046	$858	$4,188	$3,616
	2083/84	$0	$0	$0	$0	$0	$0	$0
	2084/85	$0	$0	$0	$0	$0	$0	$0
	2085/86	$0	$0	$0	$0	$0	$0	$0
	2086/87	$0	$0	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term			$4,478,368	$2,892,497	$1,684,247	$23,994	$1,660,253	$1,207,044

[1] Represents aggregate Gross Tax Increment and City Share of Increment figures without consideration for Commencement Date.

[2] The Commencement Date for the Allocated Tax Revenue and Conditional Tax Revenue is determined separately for each Project Area based upon the conditions set forth in Section D.6 of this IFP. Figures reflect the sum of Allocated Tax Revenue or Conditional Tax Revenue projections for each project area, as shown in the Exhibit D tables.

(c) **Plan for Financing Facilities**

(i) *Facilities*. Multiple capital sources will be needed to pay for the Facilities to be financed by the EIFD. The currently contemplated capital sources related to the Facilities to be financed by the EIFD include:

- developer capital to be advanced by the Developer of the Potrero Power Station Project;
- proceeds from Bonds secured by and payable from the Allocated Tax Revenue and the Conditional Tax Revenue to be issued by the EIFD;
- proceeds from other debt (as defined in the EIFD Law) secured by and payable from the Allocated Tax Revenue to be issued by the EIFD;
- Allocated Tax Revenue not utilized in the payment of debt service on Bonds or other debt, utilized on a pay-go basis;
- proceeds of bonds and other debt issued by the City for the CFD;
- proceeds of special taxes levied by the City on the taxable property in the CFD;
- with regard to affordable housing, federal tax credits, qualified private activity bonds, voter-approved general obligation bonds, affordable housing and jobs/housing impact fees, and other local, state and federal affordable housing resources; and
- other capital sources, including commercial construction loans, grants, and loans from governmental agencies, among others.

(ii) *Bonds*. The EIFD intends to issue Bonds as provided in the EIFD Law, and such Bonds may be taxable or tax-exempt, and may be current-interest Bonds, capital appreciation Bonds, fixed-rate Bonds, or variable-rate Bonds.

The EIFD shall consider the issuance of Bonds only upon the written request of the Developer and if the EIFD has received a copy of a Board of Supervisors resolution approving such Bonds. The Bonds will have a term that maximizes the proceeds of the Bonds but is consistent with sound municipal financing practices and the limitations on the EIFD's receipt of Allocated Tax Revenue described in Sections D.7(d) ("*-Limit on Total Dollars Allocated to the EIFD*") and D.7(e) ("*-Termination Date*") below.

When issuing Bonds, the EIFD shall comply with the provisions of the Acquisition and Financing Agreement, including consulting with the City's Office of Public Finance as to the timing, parameters, and terms of any Bonds.

Allocated Tax Revenue will be used exclusively to finance the following in the priority listed below:

(A) to pay EIFD administrative costs;

(B) to pay debt service on Bonds or other debt and to replenish any reserve funds associated with Bonds;

(C) to repay the City for any expenditures of Conditional Tax Revenue actually spent on debt service on Bonds or to replenish any reserve funds for the Bonds; and

(D) to accumulate over time and, from time to time at the Developer's request, to pay directly or reimburse the Developer for the Actual Costs of Facilities.

(iv) *Anticipated Financing Plan.* Nothing in this IFP shall obligate the EIFD or the City to provide any moneys or funding sources other than the Allocated Tax Revenue and the Conditional Tax Revenue to the extent set forth herein, and neither the EIFD nor the City makes any representation that such moneys or funding sources will be available.

(d) **Limit on Total Dollars Allocated to the EIFD**

(i) *Allocated Tax Revenue.* After providing an allowance for variations in future inflation, it has been determined that the total nominal dollar amount of Allocated Tax Revenue to be allocated to the EIFD from the Project Areas over the life of the EIFD shall not exceed $3.29 billion, which reflects a contingency factor of approximately 100% over the projections presented in Table 8 and Exhibit D to account for potential changes in the escalation rates of assessed values and the Actual Costs of the Facilities.

The City intends for Allocated Tax Revenue in excess of the authorized uses described in this IFP to be returned to the City. The EIFD would begin returning excess Allocated Tax Revenue to the City beginning in the fiscal year after the Facilities have been fully-financed (including any financing provided by the EIFD), the Bonds and all related costs have been paid in full, the City has been repaid for any Conditional Tax Revenue as described above, and the EIFD has paid all amounts required by the Acquisition and Financing Agreement. Excess tax increment shall consist of any Allocated Tax Revenue that is not required for the purposes set forth in this IFP and the Acquisition and Financing Agreement, including (i) debt service on Bonds and other Bond-related obligations (such as replenishment of debt service reserve funds), (ii) payments required on other debt of the EIFD, (iii) reimbursement of the City for the EIFD's use of Conditional Tax Revenue, (iv) pay-go payments for Facilities, and (v) EIFD administrative expenses. The EIFD shall provide the City an annual accounting of the status of the financing of the approved Facilities and the amount of any excess Allocated Tax Revenue. For the avoidance of doubt, nothing in this IFP is intended to require the Allocated Tax Revenue to be immediately spent on such authorized purposes; rather Allocated Tax Revenue may be accumulated and spent for authorized purposes over a period of time. The accumulation of Allocated Tax Revenue for authorized purposes shall not be construed as excess Allocated Tax Revenue subject to return to the City.

(ii) *Conditional Tax Revenue.* After providing an allowance for variations in future inflation, it has been determined that the total nominal dollar amount of Conditional Tax Revenue to be conditionally allocated to the EIFD from the Project Areas over the life of the EIFD shall not exceed $2.36 billion, which reflects a contingency factor of approximately 100% over the projections presented in Table 8 and Exhibit D to account for potential changes in the escalation rates of assessed values and the Actual Costs of the Facilities.

The EIFD cash flow projection used to calculate these limits is set forth in Appendix D.

(e) **Termination Date**

Each Project Area will have a unique date (the "Termination Date") on which this IFP will cease to be in effect with respect to such Project Area, all allocations of Allocated Tax Revenue to the EIFD from such Project Area will end and the EIFD's authority to repay Bonds and other debt with Allocated Tax Revenue from the Project Area under the EIFD Law will end. For each Project Area, the Termination Date will be the final day of the fiscal year that occurs 45 years after the Commencement Date for such Project Area. The Termination Date shall be calculated separately for each Project Area.

Exhibit D includes projections of the first fiscal year in which the EIFD expects to receive $100,000 of Allocated Tax Revenue from each Project Area and the final year in which the Allocated Tax Revenue and the Conditional Tax Revenue would be allocated to the EIFD from each Project Area.

(f) **Analysis of Costs to Provide Facilities and Services**

Exhibit E provides a summary that details the projected fiscal expenditures by the City for facilities and services to the EIFD while the area is being developed and after the area is developed.

(g) **Fiscal Impact Analysis**

Exhibit E of the IFP provides a summary of the estimated impact of the EIFD and the Potrero Power Station Project on the City's fiscal revenues.

(h) **Developer Reimbursement for Transit Priority Project**

The EIFD is not intended to finance any potential costs that may be incurred by reimbursing a developer of a project that is both located entirely within the boundaries of the EIFD and qualifies for the Transit Priority Project Program, pursuant to California Government Code Section 65470. The Potrero Power Station Project does not qualify as a Transit Priority Project.

E. REMOVAL OF DWELLING UNITS AND REPLACEMENT HOUSING PLAN

Because no dwelling units exist within the territory of the EIFD as of the date of adoption of this IFP by the PFA, the EIFD Law does not require this IFP to include a plan for the replacement of dwelling units or the relocation of persons or families.

F. GOALS OF THE EIFD

The City's goal in proposing establishment of the EIFD was to help address a shortfall in financing for the provision of Facilities of communitywide significance that provide significant benefits and promote economic development and the construction of housing (including affordable housing) within the boundaries of the EIFD or the surrounding community.

G. FUTURE AMENDMENTS OF THIS INFRASTRUCTURE FINANCING PLAN

1. *Amendments related to the Development Agreement and the Financing Plan.*

The provisions of the Development Agreement, the Development Agreement Financing Plan and the Acquisition and Financing Agreement, as they may be amended from time to time, are incorporated in this IFP as if fully set forth herein, and any such amendments of the Development Agreement, the Development Agreement Financing Plan and the Acquisition and Financing Agreement shall not require an amendment of this IFP. Nothing in this IFP shall prevent any amendment to the Development Agreement, the Development Agreement Financing Plan and the Acquisition and Financing Agreement.

2. *Amendments of Project Area Boundaries Related to Subdivision of Project Area A and Project Area B.*

See Section A for a discussion of future amendments of the boundaries of the EIFD and Project Areas related to subdivision of the parcels constituting Project Area A and Project Area B.

3. *Amendments of Project Area Boundaries Related to Tax Rate Areas.*

See Section A for a discussion of future amendments of the boundaries of the EIFD and Project Areas for purposes of coordinating tax rate areas.

4. *Approval by the City and the Developer.*

Other than amendments described in 1-3, inclusive, above, any amendment of this IFP shall require written approval by (i) the Board of Supervisors of the City and (ii) the Developer.

H. DEFAULTS AND REMEDIES

In the event that the EIFD defaults under its obligations under the Acquisition and Financing Agreement, and an Event of Default (as defined in the Acquisition and Financing Agreement) occurs, the City and the Developer may exercise all legal and equitable remedies available, including but not limited to, filing proceedings to compel injunctive relief or specific performance of the IFP and the Acquisition and Financing Agreement; provided however, the City, the Developer and the EIFD have determined that, to the extent permitted under applicable law, the exclusive remedy should be an action for injunctive relief or specific performance of the

IFP and the Acquisition and Financing Agreement. The EIFD acknowledges and agrees that a failure of the EIFD to timely perform any duty, obligation, or covenant under the IFP, including the application of the Allocated Tax Revenue and Conditional Tax Revenue in accordance with the IFP and the application of such Allocated Tax Revenue to fund the Facilities in accordance with the Acquisition and Financing Agreement, will cause irreparable harm to the Developer that cannot be fully compensated by monetary damages and shall entitle the Developer to seek injunctive relief or specific performance. In addition, the City shall also be entitled to all legal and equitable remedies, including, but not limited to, injunctive relief to compel the EIFD to perform its duties, obligations, or covenants under the IFP and the Acquisition and Financing Agreement.

Due to the unique nature of the IFP and the Potrero Power Station Project and because time is of the essence in the performance of obligations under the IFP, the City and the EIFD have waived in the Acquisition and Financing Agreement the procedural protections of the Government Claims Act, California Government Code Section 810 et seq, in connection with any dispute related to or arising out of the IFP or the Acquisition and Financing Agreement, including those procedures requiring the filing of an administrative claim within the applicable statute of limitation.

Except as expressly limited by this IFP or the Acquisition and Financing Agreement, the rights and remedies of the parties to the Acquisition and Financing Agreement regarding the enforcement of the IFP shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies contained in the Acquisition and Financing Agreement for the same breach by the applicable party. In addition, the remedies provided in the Acquisition and Financing Agreement regarding the enforcement of the IFP do not limit the remedies provided in other Potrero Power Station Project agreements (such as the Development Agreement).

Exhibit A – Legal Description

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 1

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

Being all of Lot 6 and Lot Z, as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 1.18 acres of land, more or less.

APNs 4175-026 and -024

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 2

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

Being all of Lot 7, Lot 10, and Lot X, as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 2.14 acres of land, more or less.

APNs 4232-019, -020, and -011

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 3

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

Being all of Lot 11, and Lot Y, as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 0.92 acres of land, more or less.

APNs 4232-021, and -012

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 4

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

Being all of Lot 8, and Lot AC, as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 1.74 acres of land, more or less.

APNs 4232-022, and -013

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 5

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

Being all of Lot 12, as said Lot is shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 0.67 acres of land, more or less.

APN 4232-023

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 6

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

Being all of Lot 2, Lot G (Louisiana Street) and Lot S (Craig Lane) as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 1.43 acres of land, more or less.

APN 4175-027, -021, and -023

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA A

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

Being all of Lot A (Humboldt Street), Lot F (Georgia Lane), and Lot AA, as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco, and all of that certain parcel of land described in that certain grant deed recorded January 14, 2016, as Document Number 2016-K187756 of Official Records, in said Office of the Recorder of the City and County of San Francisco.

Containing 13.33 acres of land, more or less.

APNs 4175-025, -020, -019, and -018

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA B

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

Being all of Lot B (Delaware Street), Lot C (Maryland Street), Lot D (Maryland Street), Lot E (23rd Street), Lot N, Lot O and Lot AB, as said Lots are shown and so designated on Final Map No. 10714, recorded August 30, 2022, in Book 2 of Final Maps, at Page 132, in the Office of the Recorder of the City and County of San Francisco.

Containing 8.21 acres of land, more or less.

APNs 4232-014, -015, -016, -017, and -018, 4175-022, and -028

END OF DESCRIPTION

PROPOSED BOUNDARIES OF SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

PROJECT AREA 13

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

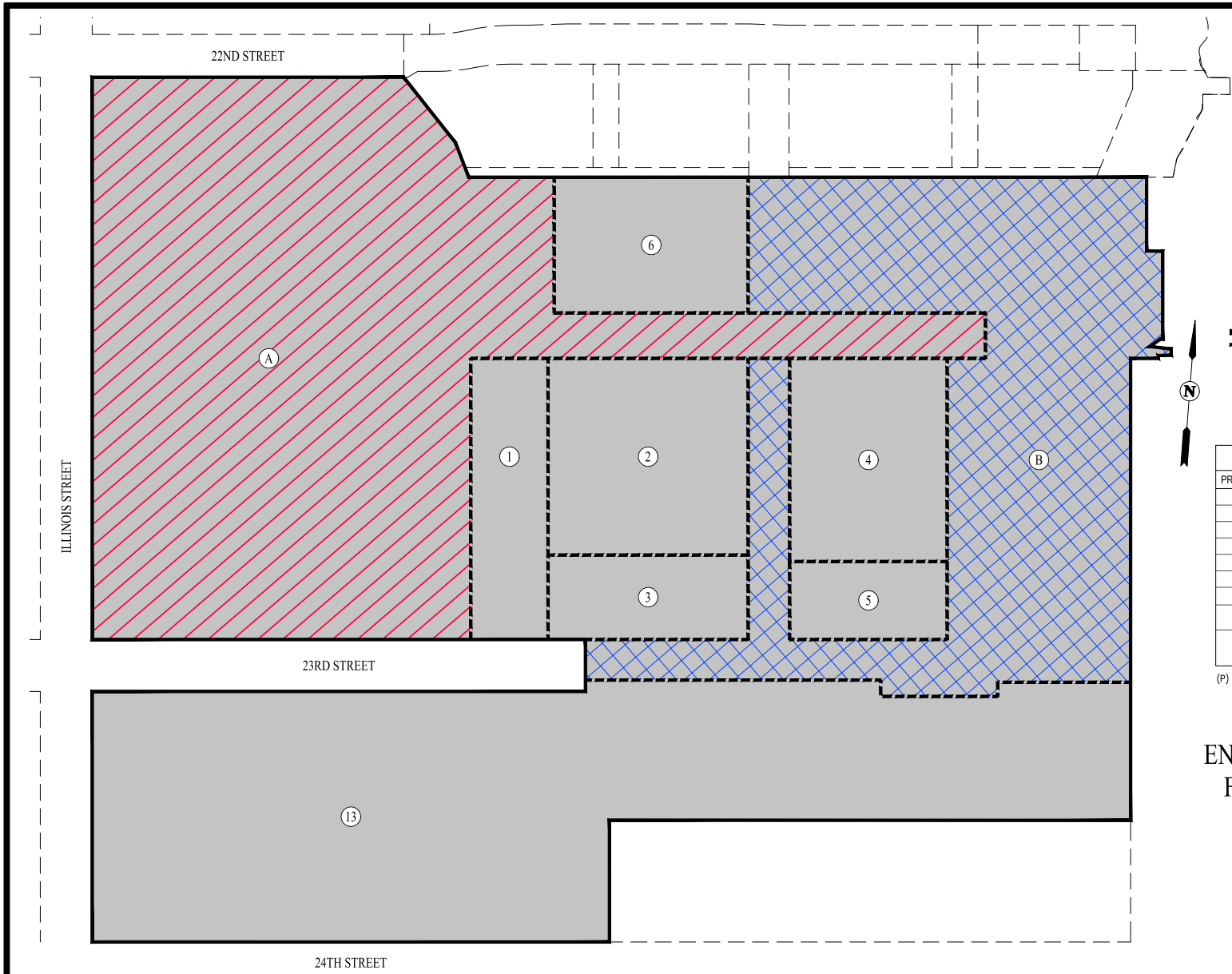
Being all that certain parcel of land described in that certain corporation grant deed recorded July 10, 1992, as Document Number 1992-F15446 of Official Records, in the Office of the Recorder of the City and County of San Francisco.

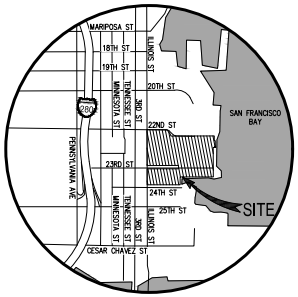
Containing 10.94 acres of land, more or less.

APN 4232-010

END OF DESCRIPTION

Exhibit B – Site Map





VICINITY MAP

NOT TO SCALE

LEGEND

- DISTRICT BOUNDARY
- PROJECT AREA LIMITS
- (1) PROJECT AREA NUMBER
- SUBDIVIDED PROJECT AREAS
- PROJECT AREA A
- PROJECT AREA B

PROJECT AREA SUMMARY		
PROJECT AREA	BLOCK NUMBER	APN
1	15	4175–024 & 4175–026
2	7A & 7B	4232–011, 4232–019, 4232–020
3	11	4232–012 & 4232–021
4	8	4232–013 & 4232–022
5	12	4232–023
6	2	4175–021, 4175–027, 4175–023
13	–	4232–010
A	1, 5, 13 & 14	4175–018, 4175–019, 4175–020, 4175–025
B	3, 4 & 9	4175–022, 4175–028, 4232–014, 4232–015, 4232–016, 4232–017, 4232–018

(P) = PORTION OF ASSESSOR'S PARCEL

BOUNDARY MAP OF

SAN FRANCISCO ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1 (POWER STATION) AT FORMATION

CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

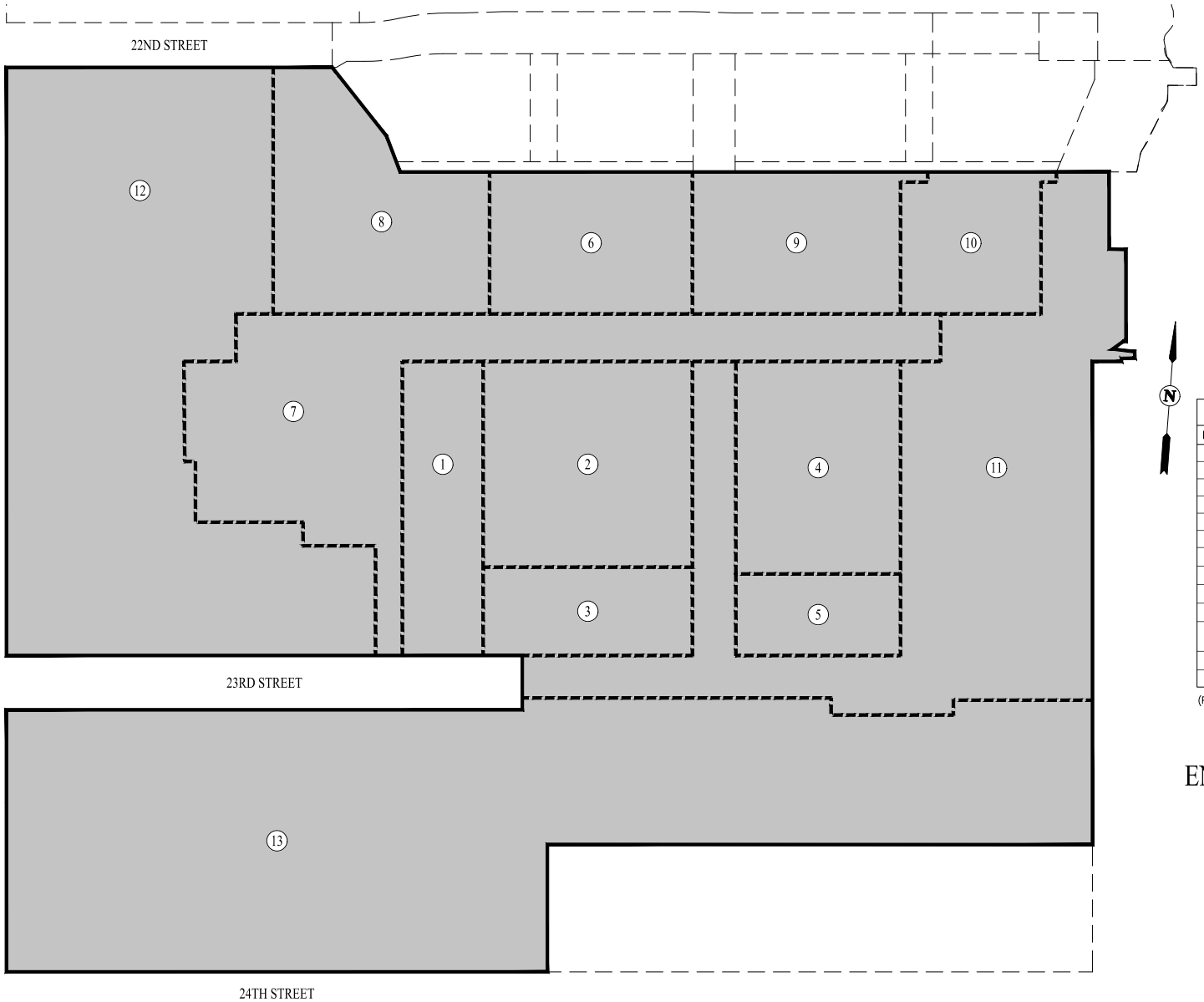
SCALE: 1" = 100' OCTOBER 2023

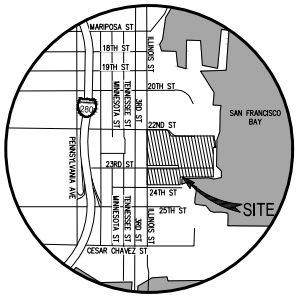
100' 0' 50' 100' 200'

GRAPHIC SCALE

JOB NO. 2747-000

F:\2747-000\ACAD\EXHIBITS\IFD MAP\XB_IFD AT FORMATION.DWG





VICINITY MAP

NOT TO SCALE

LEGEND

- DISTRICT BOUNDARY
- PROJECT AREA LIMITS
- (1) PROJECT AREA NUMBER
- FINAL PROJECT AREA BOUNDARIES

PROJECT AREA SUMMARY		
PROJECT AREA	BLOCK NUMBER	APN
1	15	4175–024 & 4175–026
2	7A & 7B	4232–011, 4232–019, 4232–020
3	11	4232–012 & 4232–021
4	8	4232–013 & 4232–022
5	12	4232–023
6	2	4175–021, 4175–027, 4175–023
7	5	4175–020, 4175–025, 4175–019(P)
8	1 & 14	4175–018(P) & 4175–019(P)
9	3	4175–022 & 4175–028(P)
10	4	4175–028(P)
11	9	4232–014, 4232–015, 4232–016, 4232–017, 4232–018, 4175–028(P)
12	13	4175–018(P) & 4175–019(P)
13	–	4232–010

(P) = PORTION OF ASSESSOR'S PARCEL

BOUNDARY MAP OF

SAN FRANCISCO ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1 (POWER STATION) AFTER SUBDIVISION

CITY AND COUNTY OF SAN FRANCISCO,
STATE OF CALIFORNIA

cbg
SAN RAMON ▪ (925) 866-0322
ROSEVILLE ▪ (916)788-4456
WWW.CBANDG.COM
CIVIL ENGINEERS ▪ SURVEYORS ▪ PLANNERS

SCALE: 1" = 100' OCTOBER 2023

100' 0' 50' 100' 200'

GRAPHIC SCALE

JOB NO. 2747-000

F:\2747-000\ACAD\EXHIBITS\IFD MAP\XB_IFD AFTER SUBDIVISION.DWG

Exhibit C –Facilities Eligible for Financing by the EIFD[4]

DESCRIPTION OF FACILITIES

The EIFD shall be authorized to finance all or a portion of the costs of the purchase, construction, expansion, improvement, seismic retrofit, rehabilitation, repair, replacement or maintenance of the public capital facilities or other projects (whether publicly- or privately-owned) of communitywide significance that are (i) authorized by the EIFD Law and (ii) required or permitted by the Development Agreement, the Plan Documents or the Approvals for the development of the project known as the Potrero Power Station Project, including, but not limited to, the actual costs of those facilities and projects of communitywide significance described below (the "Facilities") and those costs described below.

The Facilities may be owned by a public agency (including, but not limited to, the City and County of San Francisco (including through its Port Commission or other City agencies, collectively, "City")) or privately-owned as permitted by the EIFD law.

Facilities may be physically located within or outside the boundaries of the EIFD; any Facilities that are located outside the boundaries of the EIFD must have a tangible connection to the work of the EIFD.

Unless otherwise indicated, capitalized terms used herein but not defined herein have the meanings given them in the Development Agreement.

The Facilities include, but are not limited to, the following:

1. Infrastructure, as defined in the Development Agreement, constructed or caused to be constructed by Developer.
2. Parks and Open Space, as defined in the Development Agreement, including any Interim Uses, as defined in Planning Code section 249.87.
3. Public Improvements, as defined in the Development Agreement.
4. Privately-Owned Community Improvements, as defined in the Development Agreement, constructed or caused to be constructed by Developer and located within the EIFD or offsite on City- or privately-owned land.
5. Affordable Housing. The acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the California Health and Safety Code, for rent or purchase.
6. TDM Measures, as defined in the Transportation Plan attached to the Development Agreement.
7. Improvements, Waterfront Park, and Recreational Dock, all as defined in the Ground Lease (No. L-16662) between the City, operating by and through the San Francisco Port Commission and California Barrel Company LLC dated as of March 15, 2021, as it may be amended from time to time (the "Port Lease").
8. Port Approval Items, as described on Exhibit G to the Port Lease.

[4] The description of Facilities set forth in this Exhibit C has been modified from the description of Facilities included in Exhibit A of the Resolution of Intention.

9. Craig Lane, as defined in the Reciprocal Easement Agreement by and among California Barrel Company LLC, FC PIER 70, LLC, and the City, operating by and through the San Francisco Port Commission, dated as of March 15, 2021, as it may be amended from time to time.
10. The partial demolition, abatement, stabilization and/or rehabilitation of existing structures for incorporation into the Potrero Power Station Project, including "Station A", "Unit 3" and "The Stack."
11. Developer's contribution to the costs of developing an (i) Enlarged Pump Station on the Pier 70 site (which eliminates the need to build the pump station included in the Power Station Infrastructure Plan (see section 14.4.1.1, Northern Connection Alternative)) and (ii) the SFPUC Sewer Connection in connection therewith.
12. Developer's contribution for tenant improvements in YMCA or other community facilities located at Power Station and/or the surrounding area (such as Building 49 at Crane Cove Park).

OTHER EXPENSES

The EIFD may also finance any of the following:

1. Costs described in Government Code Sections 53398.53, 53398.56, 53398.57 and 53398.58, including, but not limited to, the reimbursement for any costs advanced to file and prosecute an action or proceeding pursuant Government Code Sections 53398.57 and 53398.58.

2. Costs incurred in connection with the division of taxes pursuant to Government Code Section 53398.75.

3. The capitalized costs to maintain the Facilities financed in whole or in part by the Power Station EIFD.

4. Expenses related to bonds and other debt of the EIFD, including underwriters discount, reserve fund, capitalized interest, letter of credit fees and expenses, bond and disclosure counsel fees and expenses, bond remarketing costs, and all other incidental expenses.

5. Administrative fees of the City, the EIFD and the bond trustee or fiscal agent related to the bonds and other debt of the EIFD.

6. Reimbursement of costs related to the formation of the EIFD (and the Project Areas) advanced by the City, the landowner(s) in the EIFD, or any party related to any of the foregoing, as well as reimbursement of any costs advanced by the City, the landowner(s) in the EIFD or any party related to any of the foregoing, for Facilities, fees or other purposes or costs of the EIFD.

7. Costs otherwise incurred in order to carry out the authorized purposes of the EIFD; and any other expenses incidental (including administrative and legal costs) to the EIFD and to the construction, expansion, improvement, seismic retrofit, rehabilitation, completion, inspection, or acquisition of the Facilities.

Exhibit D - Annual Estimates of Tax Increment to be Allocated to the EIFD

Exhibit D-1. Project Area 1: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 1					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$347	$3	$2	$0	$0
2025/26	$700	$7	$5	$0	$0
2026/27	$1,061	$11	$7	$0	$0
2027/28	$1,428	$14	$9	$0	$0
2028/29	$1,803	$18	$12	$0	$0
2029/30	$2,186	$22	$14	$0	$0
2030/31	$2,576	$26	$17	$0	$0
2031/32	$2,974	$30	$19	$0	$0
2032/33	**$149,038**	**$1,490**	$963	$561	$402
2033/34	$814,499	$8,145	$5,261	$3,064	$2,196
2034/35	$832,244	$8,322	$5,375	$3,131	$2,244
2035/36	$850,369	$8,504	$5,492	$3,199	$2,293
2036/37	$868,879	$8,689	$5,612	$3,269	$2,343
2037/38	$887,785	$8,878	$5,734	$3,340	$2,394
2038/39	$907,094	$9,071	$5,859	$3,413	$2,446
2039/40	$926,815	$9,268	$5,986	$3,487	$2,499
2040/41	$946,957	$9,470	$6,116	$3,563	$2,553
2041/42	$967,528	$9,675	$6,249	$3,640	$2,609
2042/43	$988,539	$9,885	$6,385	$3,719	$2,665
2043/44	$1,009,997	$10,100	$6,523	$3,800	$2,723
2044/45	$1,031,913	$10,319	$6,665	$3,882	$2,782
2045/46	$1,054,297	$10,543	$6,810	$3,967	$2,843
2046/47	$1,077,158	$10,772	$6,957	$4,053	$2,904
2047/48	$1,100,507	$11,005	$7,108	$4,141	$2,967
2048/49	$1,124,355	$11,244	$7,262	$4,230	$3,032
2049/50	$1,148,711	$11,487	$7,419	$4,322	$3,097
2050/51	$1,173,586	$11,736	$7,580	$4,416	$3,164
2051/52	$1,198,992	$11,990	$7,744	$4,511	$3,233
2052/53	$1,224,940	$12,249	$7,912	$4,609	$3,303
2053/54	$1,251,442	$12,514	$8,083	$4,708	$3,374
2054/55	$1,278,509	$12,785	$8,258	$4,810	$3,447
2055/56	$1,306,154	$13,062	$8,436	$4,914	$3,522
2056/57	$1,334,388	$13,344	$8,619	$5,021	$3,598
2057/58	$1,363,224	$13,632	$8,805	$5,129	$3,676
2058/59	$1,392,676	$13,927	$8,995	$5,240	$3,755
2059/60	$1,422,756	$14,228	$9,189	$5,353	$3,836
2060/61	$1,453,478	$14,535	$9,388	$5,469	$3,919
2061/62	$1,484,855	$14,849	$9,590	$5,587	$4,004
2062/63	$1,516,902	$15,169	$9,797	$5,707	$4,090
2063/64	$1,549,632	$15,496	$10,009	$5,830	$4,178
2064/65	$1,583,061	$15,831	$10,225	$5,956	$4,269
2065/66	$1,617,202	$16,172	$10,445	$6,085	$4,361
2066/67	$1,652,072	$16,521	$10,670	$6,216	$4,455
2067/68	$1,687,686	$16,877	$10,900	$6,350	$4,551
2068/69	$1,724,060	$17,241	$11,135	$6,487	$4,649
2069/70	$1,761,209	$17,612	$11,375	$6,626	$4,749
2070/71	$1,799,151	$17,992	$11,620	$6,769	$4,851
2071/72	$1,837,903	$18,379	$11,871	$6,915	$4,956
2072/73	$1,877,481	$18,775	$12,126	$7,064	$5,062
2073/74	$1,917,904	$19,179	$12,387	$7,216	$5,171
2074/75	$1,959,189	$19,592	$12,654	$7,371	$5,283
2075/76	$2,001,354	$20,014	$12,926	$7,530	$5,396
2076/77	**$2,044,419**	**$20,444**	$13,205	$7,692	$5,513
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$2,044,419**	**$591,140**	**$381,807**	**$222,362**	**$159,360**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -2. Project Area 2: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 2					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$734	$7	$5	$0	$0
2025/26	$1,362	$14	$9	$0	$0
2026/27	**$2,736**	**$27**	$18	$0	$0
2027/28	$3,169	$32	$20	$0	$0
2028/29	$3,614	$36	$23	$0	$0
2029/30	$4,073	$41	$26	$0	$0
2030/31	$4,546	$45	$29	$0	$0
2031/32	$5,032	$50	$33	$0	$0
2032/33	$135,568	$1,356	$876	$510	$366
2033/34	$720,520	$7,205	$4,654	$2,711	$1,943
2034/35	$737,246	$7,372	$4,762	$2,774	$1,988
2035/36	$754,353	$7,544	$4,872	$2,838	$2,034
2036/37	$771,851	$7,719	$4,985	$2,904	$2,081
2037/38	$789,748	$7,897	$5,101	$2,971	$2,129
2038/39	$808,055	$8,081	$5,219	$3,040	$2,179
2039/40	$826,779	$8,268	$5,340	$3,111	$2,229
2040/41	$845,930	$8,459	$5,464	$3,183	$2,281
2041/42	$865,519	$8,655	$5,590	$3,256	$2,334
2042/43	$885,555	$8,856	$5,720	$3,332	$2,388
2043/44	$906,049	$9,060	$5,852	$3,409	$2,443
2044/45	$927,011	$9,270	$5,987	$3,488	$2,500
2045/46	$948,451	$9,485	$6,126	$3,568	$2,557
2046/47	$970,381	$9,704	$6,268	$3,651	$2,617
2047/48	$992,811	$9,928	$6,412	$3,735	$2,677
2048/49	$1,015,754	$10,158	$6,561	$3,822	$2,739
2049/50	$1,039,221	$10,392	$6,712	$3,910	$2,802
2050/51	$1,063,223	$10,632	$6,867	$4,000	$2,867
2051/52	$1,087,773	$10,878	$7,026	$4,093	$2,933
2052/53	$1,112,884	$11,129	$7,188	$4,187	$3,001
2053/54	$1,138,569	$11,386	$7,354	$4,284	$3,070
2054/55	$1,164,840	$11,648	$7,523	$4,383	$3,141
2055/56	$1,191,710	$11,917	$7,697	$4,484	$3,213
2056/57	$1,219,195	$12,192	$7,875	$4,587	$3,287
2057/58	$1,247,306	$12,473	$8,056	$4,693	$3,363
2058/59	$1,276,060	$12,761	$8,242	$4,801	$3,441
2059/60	$1,305,470	$13,055	$8,432	$4,912	$3,520
2060/61	$1,335,552	$13,356	$8,626	$5,025	$3,601
2061/62	$1,366,321	$13,663	$8,825	$5,141	$3,684
2062/63	$1,397,792	$13,978	$9,028	$5,259	$3,769
2063/64	$1,429,982	$14,300	$9,236	$5,380	$3,856
2064/65	$1,462,907	$14,629	$9,449	$5,504	$3,945
2065/66	$1,496,583	$14,966	$9,666	$5,631	$4,035
2066/67	$1,531,029	$15,310	$9,889	$5,760	$4,128
2067/68	$1,566,261	$15,663	$10,116	$5,893	$4,223
2068/69	$1,602,298	$16,023	$10,349	$6,029	$4,320
2069/70	$1,639,158	$16,392	$10,587	$6,167	$4,420
2070/71	**$1,676,859**	**$16,769**	$10,831	$6,309	$4,521
2071/72	**$1,715,421**	**$17,154**	$11,080	$6,454	$4,625
2072/73	**$1,754,863**	**$17,549**	$11,334	$6,603	$4,732
2073/74	**$1,795,207**	**$17,952**	$11,595	$6,754	$4,841
2074/75	**$1,836,471**	**$18,365**	$11,861	$6,910	$4,952
2075/76	**$1,878,678**	**$18,787**	$12,134	$7,068	$5,066
2076/77	**$1,921,848**	**$19,218**	$12,413	$7,231	$5,182
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$1,921,848**	**$541,803**	**$349,941**	**$203,754**	**$146,024**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -3. Project Area 3: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 3					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$165	$2	$1	$0	$0
2025/26	$333	$3	$2	$0	$0
2026/27	$504	$5	$3	$0	$0
2027/28	$678	$7	$4	$0	$0
2028/29	**$67,331**	**$673**	$435	$253	$182
2029/30	$369,576	$3,696	$2,387	$1,391	$997
2030/31	$377,636	$3,776	$2,439	$1,421	$1,018
2031/32	$385,868	$3,859	$2,492	$1,452	$1,040
2032/33	$394,276	$3,943	$2,547	$1,483	$1,063
2033/34	$402,862	$4,029	$2,602	$1,516	$1,086
2034/35	$411,632	$4,116	$2,659	$1,549	$1,110
2035/36	$420,589	$4,206	$2,717	$1,582	$1,134
2036/37	$429,738	$4,297	$2,776	$1,617	$1,159
2037/38	$439,081	$4,391	$2,836	$1,652	$1,184
2038/39	$448,624	$4,486	$2,898	$1,688	$1,210
2039/40	$458,370	$4,584	$2,961	$1,725	$1,236
2040/41	$468,324	$4,683	$3,025	$1,762	$1,263
2041/42	$478,490	$4,785	$3,090	$1,800	$1,290
2042/43	$488,874	$4,889	$3,158	$1,839	$1,318
2043/44	$499,479	$4,995	$3,226	$1,879	$1,347
2044/45	$510,310	$5,103	$3,296	$1,920	$1,376
2045/46	$521,372	$5,214	$3,367	$1,962	$1,406
2046/47	$532,670	$5,327	$3,440	$2,004	$1,436
2047/48	$544,209	$5,442	$3,515	$2,048	$1,467
2048/49	$555,995	$5,560	$3,591	$2,092	$1,499
2049/50	$568,032	$5,680	$3,669	$2,137	$1,532
2050/51	$580,325	$5,803	$3,748	$2,183	$1,565
2051/52	$592,881	$5,929	$3,829	$2,231	$1,599
2052/53	$605,705	$6,057	$3,912	$2,279	$1,633
2053/54	$618,802	$6,188	$3,997	$2,328	$1,669
2054/55	$632,179	$6,322	$4,083	$2,379	$1,705
2055/56	$645,841	$6,458	$4,171	$2,430	$1,741
2056/57	$659,794	$6,598	$4,261	$2,482	$1,779
2057/58	$674,046	$6,740	$4,354	$2,536	$1,817
2058/59	$688,601	$6,886	$4,448	$2,591	$1,857
2059/60	$703,466	$7,035	$4,544	$2,647	$1,897
2060/61	$718,649	$7,186	$4,642	$2,704	$1,938
2061/62	$734,156	$7,342	$4,742	$2,762	$1,980
2062/63	$749,994	$7,500	$4,844	$2,822	$2,022
2063/64	$766,169	$7,662	$4,949	$2,883	$2,066
2064/65	$782,690	$7,827	$5,055	$2,945	$2,110
2065/66	$799,563	$7,996	$5,164	$3,008	$2,156
2066/67	$816,796	$8,168	$5,276	$3,073	$2,202
2067/68	$834,396	$8,344	$5,389	$3,139	$2,250
2068/69	$852,372	$8,524	$5,505	$3,207	$2,298
2069/70	$870,732	$8,707	$5,624	$3,276	$2,348
2070/71	$889,483	$8,895	$5,745	$3,347	$2,398
2071/72	$908,634	$9,086	$5,869	$3,419	$2,450
2072/73	**$928,194**	**$9,282**	$5,995	$3,492	$2,503
2073/74	$0	$0	$0	$0	$0
2074/75	$0	$0	$0	$0	$0
2075/76	$0	$0	$0	$0	$0
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$928,194**	**$268,285**	**$173,280**	**$100,934**	**$72,336**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -4. Project Area 4: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 4					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$197	$2	$1	$0	$0
2025/26	$398	$4	$3	$0	$0
2026/27	$603	$6	$4	$0	$0
2027/28	$812	$8	$5	$0	$0
2028/29	$1,026	$10	$7	$0	$0
2029/30	**$87,448**	**$874**	$565	$329	$236
2030/31	$476,660	$4,767	$3,079	$1,793	$1,285
2031/32	$487,039	$4,870	$3,146	$1,832	$1,313
2032/33	$497,639	$4,976	$3,214	$1,872	$1,342
2033/34	$508,466	$5,085	$3,284	$1,913	$1,371
2034/35	$519,523	$5,195	$3,356	$1,955	$1,401
2035/36	$530,816	$5,308	$3,428	$1,997	$1,431
2036/37	$542,351	$5,424	$3,503	$2,041	$1,462
2037/38	$554,131	$5,541	$3,579	$2,085	$1,494
2038/39	$566,163	$5,662	$3,657	$2,130	$1,527
2039/40	$578,451	$5,785	$3,736	$2,176	$1,560
2040/41	$591,002	$5,910	$3,817	$2,224	$1,594
2041/42	$603,820	$6,038	$3,900	$2,272	$1,628
2042/43	$616,912	$6,169	$3,985	$2,321	$1,663
2043/44	$630,283	$6,303	$4,071	$2,371	$1,699
2044/45	$643,939	$6,439	$4,159	$2,423	$1,736
2045/46	$657,887	$6,579	$4,249	$2,475	$1,774
2046/47	$672,132	$6,721	$4,341	$2,529	$1,812
2047/48	$686,681	$6,867	$4,435	$2,584	$1,852
2048/49	$701,540	$7,015	$4,531	$2,639	$1,892
2049/50	$716,717	$7,167	$4,629	$2,697	$1,933
2050/51	$732,217	$7,322	$4,729	$2,755	$1,974
2051/52	$748,048	$7,480	$4,832	$2,814	$2,017
2052/53	$764,216	$7,642	$4,936	$2,875	$2,061
2053/54	$780,730	$7,807	$5,043	$2,937	$2,105
2054/55	$797,596	$7,976	$5,152	$3,001	$2,151
2055/56	$814,821	$8,148	$5,263	$3,066	$2,197
2056/57	$832,414	$8,324	$5,376	$3,132	$2,245
2057/58	$850,383	$8,504	$5,492	$3,199	$2,293
2058/59	$868,735	$8,687	$5,611	$3,269	$2,342
2059/60	$887,478	$8,875	$5,732	$3,339	$2,393
2060/61	$906,621	$9,066	$5,856	$3,411	$2,445
2061/62	$926,172	$9,262	$5,982	$3,485	$2,497
2062/63	$946,141	$9,461	$6,111	$3,560	$2,551
2063/64	$966,536	$9,665	$6,243	$3,637	$2,606
2064/65	$987,365	$9,874	$6,377	$3,715	$2,662
2065/66	$1,008,639	$10,086	$6,515	$3,795	$2,720
2066/67	$1,030,367	$10,304	$6,655	$3,877	$2,778
2067/68	$1,052,559	$10,526	$6,798	$3,960	$2,838
2068/69	$1,075,223	$10,752	$6,945	$4,045	$2,899
2069/70	$1,098,372	$10,984	$7,094	$4,133	$2,962
2070/71	$1,122,014	$11,220	$7,247	$4,221	$3,025
2071/72	$1,146,160	$11,462	$7,403	$4,312	$3,091
2072/73	$1,170,822	$11,708	$7,562	$4,405	$3,157
2073/74	**$1,196,010**	**$11,960**	$7,725	$4,500	$3,225
2074/75	$0	$0	$0	$0	$0
2075/76	$0	$0	$0	$0	$0
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$1,196,010**	**$345,823**	**$223,361**	**$130,102**	**$93,240**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -5. Project Area 5: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 5					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$130	$1	$1	$0	$0
2025/26	$263	$3	$2	$0	$0
2026/27	**$52,323**	**$523**	$338	$197	$141
2027/28	$287,608	$2,876	$1,858	$1,082	$776
2028/29	$293,882	$2,939	$1,898	$1,106	$792
2029/30	$300,290	$3,003	$1,940	$1,130	$810
2030/31	$306,835	$3,068	$1,982	$1,154	$827
2031/32	$313,520	$3,135	$2,025	$1,180	$845
2032/33	$320,347	$3,203	$2,069	$1,205	$864
2033/34	$327,319	$3,273	$2,114	$1,232	$883
2034/35	$334,441	$3,344	$2,160	$1,258	$902
2035/36	$341,714	$3,417	$2,207	$1,286	$921
2036/37	$349,143	$3,491	$2,255	$1,314	$941
2037/38	$356,730	$3,567	$2,304	$1,342	$962
2038/39	$364,479	$3,645	$2,354	$1,371	$983
2039/40	$372,393	$3,724	$2,405	$1,401	$1,004
2040/41	$380,476	$3,805	$2,457	$1,432	$1,026
2041/42	$388,731	$3,887	$2,511	$1,463	$1,048
2042/43	$397,163	$3,972	$2,565	$1,494	$1,071
2043/44	$405,774	$4,058	$2,621	$1,527	$1,094
2044/45	$414,569	$4,146	$2,678	$1,560	$1,118
2045/46	$423,552	$4,236	$2,736	$1,594	$1,142
2046/47	$432,726	$4,327	$2,795	$1,628	$1,167
2047/48	$442,097	$4,421	$2,855	$1,663	$1,192
2048/49	$451,667	$4,517	$2,917	$1,699	$1,218
2049/50	$461,441	$4,614	$2,980	$1,736	$1,244
2050/51	$471,423	$4,714	$3,045	$1,774	$1,271
2051/52	$481,619	$4,816	$3,111	$1,812	$1,299
2052/53	$492,032	$4,920	$3,178	$1,851	$1,327
2053/54	$502,668	$5,027	$3,247	$1,891	$1,355
2054/55	$513,530	$5,135	$3,317	$1,932	$1,385
2055/56	$524,624	$5,246	$3,388	$1,974	$1,415
2056/57	$535,954	$5,360	$3,462	$2,016	$1,445
2057/58	$547,527	$5,475	$3,536	$2,060	$1,476
2058/59	$559,346	$5,593	$3,613	$2,104	$1,508
2059/60	$571,417	$5,714	$3,691	$2,150	$1,541
2060/61	$583,746	$5,837	$3,770	$2,196	$1,574
2061/62	$596,338	$5,963	$3,852	$2,244	$1,608
2062/63	$609,198	$6,092	$3,935	$2,292	$1,643
2063/64	$622,333	$6,223	$4,020	$2,341	$1,678
2064/65	$635,748	$6,357	$4,106	$2,392	$1,714
2065/66	$649,449	$6,494	$4,195	$2,444	$1,751
2066/67	$663,443	$6,634	$4,285	$2,496	$1,789
2067/68	$677,735	$6,777	$4,377	$2,550	$1,827
2068/69	$692,332	$6,923	$4,472	$2,605	$1,867
2069/70	$707,240	$7,072	$4,568	$2,661	$1,907
2070/71	**$722,467**	**$7,225**	$4,666	$2,718	$1,948
2071/72	$0	$0	$0	$0	$0
2072/73	$0	$0	$0	$0	$0
2073/74	$0	$0	$0	$0	$0
2074/75	$0	$0	$0	$0	$0
2075/76	$0	$0	$0	$0	$0
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$722,467**	**$208,798**	**$134,859**	**$78,557**	**$56,299**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -6. Project Area 6: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 6					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$303	$3	$2	$0	$0
2025/26	$613	$6	$4	$0	$0
2026/27	$928	$9	$6	$0	$0
2027/28	$1,250	$12	$8	$0	$0
2028/29	$1,578	$16	$10	$0	$0
2029/30	**$123,260**	**$1,233**	$796	$464	$332
2030/31	$676,948	$6,769	$4,372	$2,547	$1,825
2031/32	$691,713	$6,917	$4,468	$2,603	$1,865
2032/33	$706,793	$7,068	$4,565	$2,659	$1,906
2033/34	$722,194	$7,222	$4,665	$2,717	$1,947
2034/35	$737,925	$7,379	$4,766	$2,776	$1,990
2035/36	$753,991	$7,540	$4,870	$2,837	$2,033
2036/37	$770,399	$7,704	$4,976	$2,899	$2,077
2037/38	$787,158	$7,872	$5,084	$2,962	$2,122
2038/39	$804,274	$8,043	$5,195	$3,026	$2,169
2039/40	$821,755	$8,218	$5,308	$3,092	$2,216
2040/41	$839,609	$8,396	$5,423	$3,159	$2,264
2041/42	$857,845	$8,578	$5,541	$3,228	$2,313
2042/43	$876,469	$8,765	$5,661	$3,298	$2,363
2043/44	$895,490	$8,955	$5,784	$3,369	$2,415
2044/45	$914,917	$9,149	$5,909	$3,442	$2,467
2045/46	$934,759	$9,348	$6,037	$3,517	$2,520
2046/47	$955,024	$9,550	$6,168	$3,593	$2,575
2047/48	$975,721	$9,757	$6,302	$3,671	$2,631
2048/49	$996,860	$9,969	$6,439	$3,751	$2,688
2049/50	$1,018,450	$10,184	$6,578	$3,832	$2,746
2050/51	$1,040,500	$10,405	$6,720	$3,915	$2,806
2051/52	$1,063,021	$10,630	$6,866	$4,000	$2,866
2052/53	$1,086,022	$10,860	$7,014	$4,086	$2,928
2053/54	$1,109,514	$11,095	$7,166	$4,174	$2,992
2054/55	$1,133,507	$11,335	$7,321	$4,265	$3,056
2055/56	$1,158,012	$11,580	$7,479	$4,357	$3,122
2056/57	$1,183,040	$11,830	$7,641	$4,451	$3,190
2057/58	$1,208,602	$12,086	$7,806	$4,547	$3,259
2058/59	$1,234,709	$12,347	$7,975	$4,645	$3,329
2059/60	$1,261,372	$12,614	$8,147	$4,746	$3,401
2060/61	$1,288,605	$12,886	$8,323	$4,848	$3,475
2061/62	$1,316,419	$13,164	$8,503	$4,953	$3,550
2062/63	$1,344,826	$13,448	$8,686	$5,060	$3,626
2063/64	$1,373,839	$13,738	$8,873	$5,169	$3,704
2064/65	$1,403,471	$14,035	$9,065	$5,280	$3,784
2065/66	$1,433,735	$14,337	$9,260	$5,394	$3,866
2066/67	$1,464,645	$14,646	$9,460	$5,511	$3,949
2067/68	$1,496,214	$14,962	$9,664	$5,629	$4,034
2068/69	$1,528,457	$15,285	$9,872	$5,751	$4,121
2069/70	$1,561,387	$15,614	$10,085	$5,875	$4,210
2070/71	$1,595,020	$15,950	$10,302	$6,001	$4,301
2071/72	$1,629,371	$16,294	$10,524	$6,130	$4,393
2072/73	$1,664,454	$16,645	$10,750	$6,262	$4,488
2073/74	**$1,700,286**	**$17,003**	$10,982	$6,397	$4,585
2074/75	$0	$0	$0	$0	$0
2075/76	$0	$0	$0	$0	$0
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$1,700,286**	**$491,453**	**$317,420**	**$184,887**	**$132,503**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D-7. Project Area 7: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 7					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.2524193% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$46	$0	$0	$0	$0
2025/26	$93	$1	$1	$0	$0
2026/27	$141	$1	$1	$0	$0
2027/28	$190	$2	$1	$0	$0
2028/29	$240	$2	$2	$0	$0
2029/30	$291	$3	$2	$0	$0
2030/31	$343	$3	$2	$0	$0
2031/32	**$44,843**	**$448**	$290	$169	$121
2032/33	$233,443	$2,334	$1,508	$878	$629
2033/34	$238,472	$2,385	$1,540	$897	$643
2034/35	$243,609	$2,436	$1,573	$917	$657
2035/36	$248,855	$2,489	$1,607	$936	$671
2036/37	$254,213	$2,542	$1,642	$956	$685
2037/38	$259,685	$2,597	$1,677	$977	$700
2038/39	$265,274	$2,653	$1,713	$998	$715
2039/40	$270,983	$2,710	$1,750	$1,020	$731
2040/41	$276,813	$2,768	$1,788	$1,041	$746
2041/42	$282,768	$2,828	$1,826	$1,064	$762
2042/43	$288,849	$2,888	$1,866	$1,087	$779
2043/44	$295,061	$2,951	$1,906	$1,110	$796
2044/45	$301,404	$3,014	$1,947	$1,134	$813
2045/46	$307,883	$3,079	$1,989	$1,158	$830
2046/47	$314,501	$3,145	$2,031	$1,183	$848
2047/48	$321,259	$3,213	$2,075	$1,209	$866
2048/49	$328,162	$3,282	$2,120	$1,235	$885
2049/50	$335,212	$3,352	$2,165	$1,261	$904
2050/51	$342,413	$3,424	$2,212	$1,288	$923
2051/52	$349,767	$3,498	$2,259	$1,316	$943
2052/53	$357,277	$3,573	$2,308	$1,344	$963
2053/54	$364,949	$3,649	$2,357	$1,373	$984
2054/55	$372,783	$3,728	$2,408	$1,403	$1,005
2055/56	$380,785	$3,808	$2,459	$1,433	$1,027
2056/57	$388,958	$3,890	$2,512	$1,463	$1,049
2057/58	$397,305	$3,973	$2,566	$1,495	$1,071
2058/59	$405,830	$4,058	$2,621	$1,527	$1,094
2059/60	$414,537	$4,145	$2,677	$1,560	$1,118
2060/61	$423,429	$4,234	$2,735	$1,593	$1,142
2061/62	$432,512	$4,325	$2,794	$1,627	$1,166
2062/63	$441,788	$4,418	$2,853	$1,662	$1,191
2063/64	$451,262	$4,513	$2,915	$1,698	$1,217
2064/65	$460,938	$4,609	$2,977	$1,734	$1,243
2065/66	$470,821	$4,708	$3,041	$1,771	$1,270
2066/67	$480,914	$4,809	$3,106	$1,809	$1,297
2067/68	$491,223	$4,912	$3,173	$1,848	$1,325
2068/69	$501,751	$5,018	$3,241	$1,888	$1,353
2069/70	$512,505	$5,125	$3,310	$1,928	$1,382
2070/71	$523,487	$5,235	$3,381	$1,970	$1,412
2071/72	$534,704	$5,347	$3,454	$2,012	$1,442
2072/73	$546,160	$5,462	$3,528	$2,055	$1,473
2073/74	$557,861	$5,579	$3,603	$2,099	$1,504
2074/75	$569,811	$5,698	$3,680	$2,144	$1,536
2075/76	**$582,016**	**$5,820**	$3,759	$2,190	$1,569
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$582,016**	**$168,684**	**$108,950**	**$63,461**	**$45,480**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which both of the following have occurred: 1) the parcels constituting Project Area A have been subdivided and the Project Area has been established pursuant to Section A.4 of this IFP, and 2) the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -8. Project Area 8: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 8					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	**$114**	$1	$1	$0	$0
2025/26	**$229**	$2	$1	$0	$0
2027/28	**$348**	$3	$2	$0	$0
2028/29	**$468**	$5	$3	$0	$0
2029/30	**$72,931**	$729	$471	$274	$197
2030/31	**$387,376**	$3,874	$2,502	$1,457	$1,045
2031/32	**$395,761**	$3,958	$2,556	$1,489	$1,067
2032/33	**$404,325**	$4,043	$2,611	$1,521	$1,090
2033/34	**$413,072**	$4,131	$2,668	$1,554	$1,114
2034/35	**$422,006**	$4,220	$2,726	$1,588	$1,138
2035/36	**$431,130**	$4,311	$2,785	$1,622	$1,162
2036/37	**$440,448**	$4,404	$2,845	$1,657	$1,188
2037/38	**$449,966**	$4,500	$2,906	$1,693	$1,213
2038/39	**$459,686**	$4,597	$2,969	$1,730	$1,239
2039/40	**$469,614**	$4,696	$3,033	$1,767	$1,266
2040/41	**$479,753**	$4,798	$3,099	$1,805	$1,294
2041/42	**$490,109**	$4,901	$3,166	$1,844	$1,322
2042/43	**$500,686**	$5,007	$3,234	$1,884	$1,350
2043/44	**$511,489**	$5,115	$3,304	$1,924	$1,379
2044/45	**$522,522**	$5,225	$3,375	$1,966	$1,409
2045/46	**$533,790**	$5,338	$3,448	$2,008	$1,439
2046/47	**$545,299**	$5,453	$3,522	$2,052	$1,470
2047/48	**$557,053**	$5,571	$3,598	$2,096	$1,502
2048/49	**$569,058**	$5,691	$3,675	$2,141	$1,534
2049/50	**$581,319**	$5,813	$3,755	$2,187	$1,567
2050/51	**$593,842**	$5,938	$3,836	$2,234	$1,601
2051/52	**$606,631**	$6,066	$3,918	$2,282	$1,636
2052/53	**$619,694**	$6,197	$4,002	$2,332	$1,671
2053/54	**$633,035**	$6,330	$4,089	$2,382	$1,707
2054/55	**$646,661**	$6,467	$4,177	$2,433	$1,744
2055/56	**$660,578**	$6,606	$4,267	$2,485	$1,781
2056/57	**$674,792**	$6,748	$4,358	$2,539	$1,820
2057/58	**$689,308**	$6,893	$4,452	$2,593	$1,859
2058/59	**$704,135**	$7,041	$4,548	$2,649	$1,899
2059/60	**$719,277**	$7,193	$4,646	$2,706	$1,939
2060/61	**$734,743**	$7,347	$4,746	$2,764	$1,981
2061/62	**$750,539**	$7,505	$4,848	$2,824	$2,024
2062/63	**$766,672**	$7,667	$4,952	$2,885	$2,067
2063/64	**$783,148**	$7,831	$5,058	$2,947	$2,112
2064/65	**$799,977**	$8,000	$5,167	$3,010	$2,157
2065/66	**$817,164**	$8,172	$5,278	$3,075	$2,203
2066/67	**$834,718**	$8,347	$5,391	$3,141	$2,251
2067/68	**$852,647**	$8,526	$5,507	$3,208	$2,299
2068/69	**$870,958**	$8,710	$5,625	$3,277	$2,348
2069/70	**$889,659**	$8,897	$5,746	$3,347	$2,399
2070/71	**$908,760**	$9,088	$5,870	$3,419	$2,450
2071/72	**$928,268**	$9,283	$5,996	$3,493	$2,503
2072/73	**$948,192**	$9,482	$6,124	$3,567	$2,557
2073/74	**$968,541**	$9,685	$6,256	$3,644	$2,612
2074/75	$0	$0	$0	$0	$0
2075/76	$0	$0	$0	$0	$0
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$968,541**	**$280,405**	**$181,109**	**$105,496**	**$75,605**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which both of the following have occurred: 1) the parcels constituting Project Area A have been subdivided and the Project Area has been established pursuant to Section A.4 of this IFP, and 2) the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -9. Project Area 9: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 9					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$127	$1	$1	$0	$0
2025/26	$256	$3	$2	$0	$0
2026/27	$388	$4	$3	$0	$0
2027/28	$523	$5	$3	$0	$0
2028/29	$660	$7	$4	$0	$0
2029/30	$801	$8	$5	$0	$0
2030/31	$943	$9	$6	$0	$0
2031/32	$1,089	$11	$7	$0	$0
2032/33	$1,238	$12	$8	$0	$0
2033/34	$1,390	$14	$9	$0	$0
2034/35	$1,544	$15	$10	$0	$0
2035/36	**$158,937**	**$1,589**	$1,027	$598	$429
2036/37	$820,069	$8,201	$5,297	$3,085	$2,211
2037/38	$837,699	$8,377	$5,411	$3,152	$2,259
2038/39	$855,706	$8,557	$5,527	$3,220	$2,307
2039/40	$874,096	$8,741	$5,646	$3,289	$2,357
2040/41	$892,879	$8,929	$5,767	$3,359	$2,408
2041/42	$912,062	$9,121	$5,891	$3,432	$2,459
2042/43	$931,655	$9,317	$6,017	$3,505	$2,512
2043/44	$951,666	$9,517	$6,147	$3,581	$2,566
2044/45	$972,103	$9,721	$6,279	$3,657	$2,621
2045/46	$992,977	$9,930	$6,413	$3,736	$2,677
2046/47	$1,014,296	$10,143	$6,551	$3,816	$2,735
2047/48	$1,036,069	$10,361	$6,692	$3,898	$2,794
2048/49	$1,058,308	$10,583	$6,835	$3,982	$2,854
2049/50	$1,081,020	$10,810	$6,982	$4,067	$2,915
2050/51	$1,104,217	$11,042	$7,132	$4,155	$2,977
2051/52	$1,127,909	$11,279	$7,285	$4,244	$3,041
2052/53	$1,152,107	$11,521	$7,441	$4,335	$3,107
2053/54	$1,176,820	$11,768	$7,601	$4,428	$3,173
2054/55	$1,202,061	$12,021	$7,764	$4,523	$3,241
2055/56	$1,227,841	$12,278	$7,930	$4,620	$3,311
2056/57	$1,254,170	$12,542	$8,100	$4,719	$3,382
2057/58	$1,281,061	$12,811	$8,274	$4,820	$3,454
2058/59	$1,308,526	$13,085	$8,452	$4,923	$3,528
2059/60	$1,336,576	$13,366	$8,633	$5,029	$3,604
2060/61	$1,365,225	$13,652	$8,818	$5,137	$3,681
2061/62	$1,394,485	$13,945	$9,007	$5,247	$3,760
2062/63	$1,424,370	$14,244	$9,200	$5,359	$3,841
2063/64	$1,454,892	$14,549	$9,397	$5,474	$3,923
2064/65	$1,486,065	$14,861	$9,598	$5,591	$4,007
2065/66	$1,517,903	$15,179	$9,804	$5,711	$4,093
2066/67	$1,550,420	$15,504	$10,014	$5,833	$4,181
2067/68	$1,583,631	$15,836	$10,228	$5,958	$4,270
2068/69	$1,617,551	$16,176	$10,447	$6,086	$4,362
2069/70	$1,652,194	$16,522	$10,671	$6,216	$4,455
2070/71	$1,687,576	$16,876	$10,900	$6,349	$4,550
2071/72	$1,723,713	$17,237	$11,133	$6,485	$4,648
2072/73	$1,760,621	$17,606	$11,372	$6,624	$4,747
2073/74	$1,798,316	$17,983	$11,615	$6,766	$4,849
2074/75	$1,836,815	$18,368	$11,864	$6,911	$4,953
2075/76	$1,876,136	$18,761	$12,118	$7,059	$5,059
2076/77	$1,916,296	$19,163	$12,377	$7,210	$5,167
2077/78	$1,957,312	$19,573	$12,642	$7,364	$5,278
2078/79	$1,999,203	$19,992	$12,912	$7,522	$5,391
2079/80	**$2,041,989**	**$20,420**	$13,189	$7,683	$5,506
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$2,041,989**	**$592,145**	**$382,456**	**$222,756**	**$159,642**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which both of the following have occurred: 1) the parcels constituting Project Area B have been subdivided and the Project Area has been established pursuant to Section A.4 of this IFP, and 2) the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -10. Project Area 10: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 10					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$84	$1	$1	$0	$0
2025/26	$170	$2	$1	$0	$0
2026/27	$258	$3	$2	$0	$0
2027/28	$348	$3	$2	$0	$0
2028/29	$439	$4	$3	$0	$0
2029/30	$532	$5	$3	$0	$0
2030/31	$627	$6	$4	$0	$0
2031/32	$724	$7	$5	$0	$0
2032/33	$823	$8	$5	$0	$0
2033/34	$923	$9	$6	$0	$0
2034/35	**$57,246**	**$572**	$370	$215	$154
2035/36	$303,094	$3,031	$1,958	$1,140	$817
2036/37	$310,104	$3,101	$2,003	$1,167	$836
2037/38	$317,273	$3,173	$2,049	$1,194	$855
2038/39	$324,605	$3,246	$2,097	$1,221	$875
2039/40	$332,105	$3,321	$2,145	$1,250	$895
2040/41	$339,776	$3,398	$2,195	$1,278	$916
2041/42	$347,622	$3,476	$2,245	$1,308	$937
2042/43	$355,647	$3,556	$2,297	$1,338	$959
2043/44	$363,855	$3,639	$2,350	$1,369	$981
2044/45	$372,251	$3,723	$2,404	$1,401	$1,004
2045/46	$380,838	$3,808	$2,460	$1,433	$1,027
2046/47	$389,620	$3,896	$2,516	$1,466	$1,051
2047/48	$398,603	$3,986	$2,575	$1,500	$1,075
2048/49	$407,791	$4,078	$2,634	$1,534	$1,100
2049/50	$417,189	$4,172	$2,695	$1,570	$1,125
2050/51	$426,801	$4,268	$2,757	$1,606	$1,151
2051/52	$436,632	$4,366	$2,820	$1,643	$1,177
2052/53	$446,688	$4,467	$2,885	$1,681	$1,204
2053/54	$456,973	$4,570	$2,952	$1,719	$1,232
2054/55	$467,492	$4,675	$3,019	$1,759	$1,261
2055/56	$478,252	$4,783	$3,089	$1,799	$1,290
2056/57	$489,257	$4,893	$3,160	$1,841	$1,319
2057/58	$500,513	$5,005	$3,233	$1,883	$1,350
2058/59	$512,025	$5,120	$3,307	$1,926	$1,381
2059/60	$523,801	$5,238	$3,383	$1,971	$1,412
2060/61	$535,845	$5,358	$3,461	$2,016	$1,445
2061/62	$548,164	$5,482	$3,540	$2,062	$1,478
2062/63	$560,764	$5,608	$3,622	$2,110	$1,512
2063/64	$573,651	$5,737	$3,705	$2,158	$1,547
2064/65	$586,832	$5,868	$3,790	$2,208	$1,582
2065/66	$600,314	$6,003	$3,877	$2,259	$1,619
2066/67	$614,104	$6,141	$3,966	$2,311	$1,656
2067/68	$628,208	$6,282	$4,057	$2,364	$1,694
2068/69	$642,634	$6,426	$4,151	$2,418	$1,733
2069/70	$657,389	$6,574	$4,246	$2,473	$1,773
2070/71	$672,481	$6,725	$4,343	$2,530	$1,813
2071/72	$687,917	$6,879	$4,443	$2,588	$1,855
2072/73	$703,705	$7,037	$4,545	$2,648	$1,897
2073/74	$719,853	$7,199	$4,649	$2,708	$1,941
2074/75	$736,370	$7,364	$4,756	$2,771	$1,986
2075/76	$753,263	$7,533	$4,865	$2,834	$2,031
2076/77	$770,542	$7,705	$4,977	$2,899	$2,078
2077/78	$788,215	$7,882	$5,091	$2,966	$2,125
2078/79	**$806,292**	**$8,063**	$5,208	$3,034	$2,174
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$806,292**	**$227,475**	**$146,922**	**$85,567**	**$61,323**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which both of the following have occurred: 1) the parcels constituting Project Area B have been subdivided and the Project Area has been established pursuant to Section A.4 of this IFP, and 2) the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -11. Project Area 11: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 11					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$250	$2	$2	$0	$0
2025/26	$504	$5	$3	$0	$0
2026/27	$764	$8	$5	$0	$0
2027/28	$1,029	$10	$7	$0	$0
2028/29	$1,300	$13	$8	$0	$0
2029/30	$1,575	$16	$10	$0	$0
2030/31	$1,857	$19	$12	$0	$0
2031/32	$2,143	$21	$14	$0	$0
2032/33	$2,436	$24	$16	$0	$0
2033/34	$2,734	$27	$18	$0	$0
2034/35	$3,039	$30	$20	$0	$0
2035/36	$3,349	$33	$22	$0	$0
2036/37	$3,666	$37	$24	$0	$0
2037/38	**$66,381**	**$664**	$429	$250	$179
2038/39	$381,849	$3,818	$2,466	$1,437	$1,030
2039/40	$390,262	$3,903	$2,521	$1,468	$1,052
2040/41	$398,854	$3,989	$2,576	$1,501	$1,075
2041/42	$407,629	$4,076	$2,633	$1,534	$1,099
2042/43	$416,591	$4,166	$2,691	$1,567	$1,123
2043/44	$425,745	$4,257	$2,750	$1,602	$1,148
2044/45	$435,094	$4,351	$2,810	$1,637	$1,173
2045/46	$444,642	$4,446	$2,872	$1,673	$1,199
2046/47	$454,394	$4,544	$2,935	$1,710	$1,225
2047/48	$464,354	$4,644	$2,999	$1,747	$1,252
2048/49	$474,527	$4,745	$3,065	$1,785	$1,280
2049/50	$484,917	$4,849	$3,132	$1,824	$1,308
2050/51	$495,528	$4,955	$3,201	$1,864	$1,336
2051/52	$506,366	$5,064	$3,271	$1,905	$1,365
2052/53	$517,434	$5,174	$3,342	$1,947	$1,395
2053/54	$528,739	$5,287	$3,415	$1,989	$1,426
2054/55	$540,286	$5,403	$3,490	$2,033	$1,457
2055/56	$552,078	$5,521	$3,566	$2,077	$1,489
2056/57	$564,122	$5,641	$3,644	$2,122	$1,521
2057/58	$576,423	$5,764	$3,723	$2,169	$1,554
2058/59	$588,987	$5,890	$3,804	$2,216	$1,588
2059/60	$601,818	$6,018	$3,887	$2,264	$1,623
2060/61	$614,923	$6,149	$3,972	$2,314	$1,658
2061/62	$628,308	$6,283	$4,058	$2,364	$1,694
2062/63	$641,978	$6,420	$4,146	$2,415	$1,731
2063/64	$655,940	$6,559	$4,237	$2,468	$1,769
2064/65	$670,200	$6,702	$4,329	$2,522	$1,807
2065/66	$684,764	$6,848	$4,423	$2,576	$1,846
2066/67	$699,638	$6,996	$4,519	$2,632	$1,887
2067/68	$714,830	$7,148	$4,617	$2,689	$1,927
2068/69	$730,347	$7,303	$4,717	$2,748	$1,969
2069/70	$746,194	$7,462	$4,820	$2,807	$2,012
2070/71	$762,379	$7,624	$4,924	$2,868	$2,056
2071/72	$778,909	$7,789	$5,031	$2,931	$2,100
2072/73	$795,792	$7,958	$5,140	$2,994	$2,146
2073/74	$813,036	$8,130	$5,251	$3,059	$2,192
2074/75	$830,647	$8,306	$5,365	$3,125	$2,240
2075/76	$848,634	$8,486	$5,481	$3,193	$2,288
2076/77	$867,004	$8,670	$5,600	$3,262	$2,338
2077/78	$885,767	$8,858	$5,721	$3,333	$2,388
2078/79	$904,930	$9,049	$5,845	$3,405	$2,440
2079/80	$924,501	$9,245	$5,971	$3,478	$2,493
2080/81	$944,490	$9,445	$6,100	$3,554	$2,547
2081/82	**$964,906**	**$9,649**	$6,232	$3,630	$2,602
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$964,906**	**$278,498**	**$179,877**	**$104,690**	**$75,028**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which both of the following have occurred: 1) the parcels constituting Project Area B have been subdivided and the Project Area has been established pursuant to Section A.4 of this IFP, and 2) the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -12. Project Area 12: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD					
Aggregate - Project Area 12					
Fiscal Year (Commencement Year)	**Estimated Incremental Assessed Value ($000)**	**Gross Tax Increment (1% Incremental Assessed Value) ($000)**	**City Share of Increment (64.588206%) ($000)**	**Allocated Tax Revenue (58.252419% of City Share of Increment) ($000)**	**Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)**
2024/25	$650	$7	$4	$0	$0
2025/26	$1,313	$13	$8	$0	$0
2026/27	$1,989	$20	$13	$0	$0
2027/28	$2,679	$27	$17	$0	$0
2028/29	$3,383	$34	$22	$0	$0
2029/30	$4,101	$41	$26	$0	$0
2030/31	$4,833	$48	$31	$0	$0
2031/32	$5,580	$56	$36	$0	$0
2032/33	$6,341	$63	$41	$0	$0
2033/34	$7,118	$71	$46	$0	$0
2034/35	$7,911	$79	$51	$0	$0
2035/36	$8,719	$87	$56	$0	$0
2036/37	$9,543	$95	$62	$0	$0
2037/38	$10,384	$104	$67	$0	$0
2038/39	**$78,337**	**$783**	$506	$295	$211
2039/40	$521,699	$5,217	$3,370	$1,963	$1,407
2040/41	$533,522	$5,335	$3,446	$2,007	$1,439
2041/42	$545,597	$5,456	$3,524	$2,053	$1,471
2042/43	$557,930	$5,579	$3,604	$2,099	$1,504
2043/44	$570,526	$5,705	$3,685	$2,147	$1,538
2044/45	$583,390	$5,834	$3,768	$2,195	$1,573
2045/46	$596,529	$5,965	$3,853	$2,244	$1,608
2046/47	$609,949	$6,099	$3,940	$2,295	$1,645
2047/48	$623,654	$6,237	$4,028	$2,346	$1,682
2048/49	$637,652	$6,377	$4,118	$2,399	$1,719
2049/50	$651,949	$6,519	$4,211	$2,453	$1,758
2050/51	$666,551	$6,666	$4,305	$2,508	$1,797
2051/52	$681,464	$6,815	$4,401	$2,564	$1,837
2052/53	$696,695	$6,967	$4,500	$2,621	$1,879
2053/54	$712,251	$7,123	$4,600	$2,680	$1,921
2054/55	$728,139	$7,281	$4,703	$2,740	$1,963
2055/56	$744,366	$7,444	$4,808	$2,801	$2,007
2056/57	$760,940	$7,609	$4,915	$2,863	$2,052
2057/58	$777,866	$7,779	$5,024	$2,927	$2,097
2058/59	$795,154	$7,952	$5,136	$2,992	$2,144
2059/60	$812,811	$8,128	$5,250	$3,058	$2,192
2060/61	$830,844	$8,308	$5,366	$3,126	$2,240
2061/62	$849,263	$8,493	$5,485	$3,195	$2,290
2062/63	$868,074	$8,681	$5,607	$3,266	$2,341
2063/64	$887,286	$8,873	$5,731	$3,338	$2,392
2064/65	$906,908	$9,069	$5,858	$3,412	$2,445
2065/66	$926,949	$9,269	$5,987	$3,488	$2,499
2066/67	$947,417	$9,474	$6,119	$3,565	$2,555
2067/68	$968,322	$9,683	$6,254	$3,643	$2,611
2068/69	$989,673	$9,897	$6,392	$3,724	$2,669
2069/70	$1,011,480	$10,115	$6,533	$3,806	$2,727
2070/71	$1,033,751	$10,338	$6,677	$3,889	$2,787
2071/72	$1,056,498	$10,565	$6,824	$3,975	$2,849
2072/73	$1,079,730	$10,797	$6,974	$4,062	$2,911
2073/74	$1,103,458	$11,035	$7,127	$4,152	$2,975
2074/75	$1,127,691	$11,277	$7,284	$4,243	$3,041
2075/76	$1,152,442	$11,524	$7,443	$4,336	$3,107
2076/77	$1,177,721	$11,777	$7,607	$4,431	$3,176
2077/78	$1,203,539	$12,035	$7,773	$4,528	$3,245
2078/79	$1,229,908	$12,299	$7,944	$4,627	$3,316
2079/80	$1,256,840	$12,568	$8,118	$4,729	$3,389
2080/81	$1,284,346	$12,843	$8,295	$4,832	$3,463
2081/82	$1,312,438	$13,124	$8,477	$4,938	$3,539
2082/83	**$1,341,131**	**$13,411**	$8,662	$5,046	$3,616
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$1,341,131**	**$385,072**	**$248,711**	**$144,600**	**$103,630**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which both of the following have occurred: 1) the parcels constituting Project Area A have been subdivided and the Project Area has been established pursuant to Section A.4 of this IFP, and 2) the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit D -13. Project Area 13: Projected Annual Incremental Assessed Property Value and Tax Revenues Allocated to EIFD

Aggregate - Project Area 13

Fiscal Year (Commencement Year)	Estimated Incremental Assessed Value ($000)	Gross Tax Increment (1% Incremental Assessed Value) ($000)	City Share of Increment (64.588206%) ($000)	Allocated Tax Revenue (58.2524193% of City Share of Increment) ($000)	Conditional Tax Revenue Available for Bond DS If Necessary (41.747581% of City Share of Increment)
2024/25	$125	$1	$1	$0	$0
2025/26	$252	$3	$2	$0	$0
2026/27	$382	$4	$2	$0	$0
2027/28	$515	$5	$3	$0	$0
2028/29	$650	$7	$4	$0	$0
2029/30	$21,031	$210	$136	$0	$0
2030/31	**$130,150**	**$1,301**	$841	$490	$351
2031/32	$133,060	$1,331	$859	$501	$359
2032/33	$136,032	$1,360	$879	$512	$367
2033/34	$139,067	$1,391	$898	$523	$375
2034/35	$142,167	$1,422	$918	$535	$383
2035/36	$145,333	$1,453	$939	$547	$392
2036/37	$148,567	$1,486	$960	$559	$401
2037/38	$151,870	$1,519	$981	$571	$410
2038/39	$155,243	$1,552	$1,003	$584	$419
2039/40	$158,688	$1,587	$1,025	$597	$428
2040/41	$162,207	$1,622	$1,048	$610	$437
2041/42	$165,801	$1,658	$1,071	$624	$447
2042/43	$169,471	$1,695	$1,095	$638	$457
2043/44	$173,220	$1,732	$1,119	$652	$467
2044/45	$177,048	$1,770	$1,144	$666	$477
2045/46	$180,959	$1,810	$1,169	$681	$488
2046/47	$184,952	$1,850	$1,195	$696	$499
2047/48	$189,031	$1,890	$1,221	$711	$510
2048/49	$193,197	$1,932	$1,248	$727	$521
2049/50	$197,452	$1,975	$1,275	$743	$532
2050/51	$201,798	$2,018	$1,303	$759	$544
2051/52	$206,236	$2,062	$1,332	$776	$556
2052/53	$210,769	$2,108	$1,361	$793	$568
2053/54	$215,399	$2,154	$1,391	$810	$581
2054/55	$220,127	$2,201	$1,422	$828	$594
2055/56	$224,957	$2,250	$1,453	$846	$607
2056/57	$229,889	$2,299	$1,485	$865	$620
2057/58	$234,927	$2,349	$1,517	$884	$633
2058/59	$240,072	$2,401	$1,551	$903	$647
2059/60	$245,327	$2,453	$1,585	$923	$661
2060/61	$250,694	$2,507	$1,619	$943	$676
2061/62	$256,175	$2,562	$1,655	$964	$691
2062/63	$261,773	$2,618	$1,691	$985	$706
2063/64	$267,491	$2,675	$1,728	$1,006	$721
2064/65	$273,331	$2,733	$1,765	$1,028	$737
2065/66	$279,295	$2,793	$1,804	$1,051	$753
2066/67	$285,387	$2,854	$1,843	$1,074	$770
2067/68	$291,608	$2,916	$1,883	$1,097	$786
2068/69	$297,963	$2,980	$1,924	$1,121	$803
2069/70	$304,453	$3,045	$1,966	$1,145	$821
2070/71	$311,081	$3,111	$2,009	$1,170	$839
2071/72	$317,851	$3,179	$2,053	$1,196	$857
2072/73	$324,765	$3,248	$2,098	$1,222	$876
2073/74	$331,826	$3,318	$2,143	$1,248	$895
2074/75	**$339,039**	**$3,390**	$2,190	$1,276	$914
2075/76	$0	$0	$0	$0	$0
2076/77	$0	$0	$0	$0	$0
2077/78	$0	$0	$0	$0	$0
2078/79	$0	$0	$0	$0	$0
2079/80	$0	$0	$0	$0	$0
2080/81	$0	$0	$0	$0	$0
2081/82	$0	$0	$0	$0	$0
2082/83	$0	$0	$0	$0	$0
2083/84	$0	$0	$0	$0	$0
2084/85	$0	$0	$0	$0	$0
2085/86	$0	$0	$0	$0	$0
2086/87	$0	$0	$0	$0	$0
Cumulative Total Over EIFD Term	**$339,039**	**$98,787**	**$63,805**	**$37,081**	**$26,575**

Administrative Fees are projected at a district-wide level in Table 7.

The Commencement Date for the allocation of Allocated Tax Revenue and Conditional Tax Revenue shall be the first day of the fiscal year in which the Project Area produces at least $100,000 of Allocated Tax Revenue in such fiscal year.

Exhibit E –Power Station Fiscal Impact Analysis

Report

Power Station
Fiscal Impact Analysis

The Economics of Land Use

Prepared for Use by:
City and County of San Francisco

Prepared by:
Economic & Planning Systems, Inc.

Revised February 8, 2024

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This report describes the results and methodology of a Fiscal Impact Analysis (FIA) for the redevelopment of the Power Station and adjacent property located at the San Francisco Eastern Waterfront. The City and County of San Francisco (CCSF) is considering forming an Enhanced Infrastructure Financing District (EIFD) encompassing the Power Station Property to reimburse the Project Sponsor for a portion of the cost of building new public infrastructure to serve the project and the broader community. The FIA has been prepared by Economic & Planning Systems, Inc. (EPS) under contract with Associate Capital, the project sponsor, at the request of CCSF staff to meet a component of the EIFD Law. Section 53398.63 of the EIFD Law requires that an Infrastructure Financing Plan be prepared that contains the following:

- An analysis of the projected fiscal impact of the district and the associated development upon each affected taxing entity; and
- An analysis of the cost to the city or county of providing facilities and services to the area of the district while the area is being developed and after the area is developed. The plan shall also include an analysis of the tax, fee, charge, and other revenues expected to be received by the city or county as a result of expected development in the area of the district.

The Power Station Project envisions over 3.5 million square feet of mixed-use waterfront development, including about 2,315 residential units, commercial uses (office, R&D, retail, Production Distribution & Repair (PDR), and hospitality), and community facilities. This FIA covers the Power Station and additional adjacent properties contained within the boundary of the proposed EIFD. In total, the Power Station and adjacent properties ("Project") cover 14 blocks and include about seven acres of greenspace with 1,200 feet of waterfront frontage. **Table 3** presents the land use program for the full development project. The residential program will achieve 30 percent affordable housing through a combination of inclusionary housing, stand-alone affordable projects, and affordable housing fees.

This FIA evaluates the Project at the development's approximate midpoint as well as upon completion of construction and full stabilization ("buildout"). The analysis quantifies net redevelopment effects on the City's General Fund and Municipal Transportation Agency (MTA) Fund budgets and reflects data from sources including the City and County of San Francisco (CCSF) Fiscal Year 2022/23 Adopted Operating Budget, Project Environmental Impact Report, and market assumptions provided by Associate Capital. This report builds on an earlier EPS analysis of the project (Power Station Fiscal Impact Analysis, February 2023) with technical updates, MTA Fund impact analysis, maintenance cost analysis for dedicated streets, and a midpoint snapshot of fiscal impact during the development timeline.

The following **Key Findings** highlight the Project's estimated net fiscal impact. Actual fiscal impacts will depend on a variety of factors that cannot be predicted with certainty, including variable market conditions, future changes in City or State budgeting, the efficiency of various CCSF departments in providing services, and other factors. The analysis presents all impact estimates in constant 2023 dollars.

Key Findings

1. ***Under the proposed EIFD framework, the Project is projected to generate an ongoing annual net fiscal benefit of over $15 million to the CCSF's General Fund at Project buildout.***[1] This annual General Fund surplus represents the net impact of increased tax revenues, after municipal service costs, and will be available to fund additional and improved services elsewhere in the city. Property Tax is the largest revenue item throughout the Project's development, accounting for almost 30 percent of General Fund revenue (before mandated General Fund requirements) at Project buildout. The increase in property tax revenue is directly attributable to the addition of assessed value on the CCSF tax roll, accounting for property tax increment pledged to the EIFD. Fully built out, the Project will generate an increase in the CCSF tax roll by about 1.4 percent (nearly $4.6 billion over the current level).

Table ES-1 Summary of Annual Fiscal Impact with EIFD (2023$)

Revenue / Expense Category	PA1 - PA6	PA7 - PA13	Buildout
General Fund			
Annual General Fund Revenues	$26,865,000	$15,621,000	$42,486,000
(Less) General Fund Baseline Requirements	$7,639,000	$4,442,000	$12,081,000
Annual GF Revenues After Baseline Funding	**$19,226,000**	**$11,180,000**	**$30,406,000**
(Less) General Fund Expenditures	$7,391,000	$7,872,000	$15,263,000
Net Impact on General Fund	**$11,835,000**	**$3,308,000**	**$15,142,000**
MTA Fund			
MTA General Fund Baseline Funding	$2,469,000	$1,436,000	$3,904,000
MTA General Fund Expenses	$1,284,000	$1,087,000	$2,371,000
Net Impact on the MTA Fund	**$1,185,000**	**$349,000**	**$1,534,000**
Total Fiscal Benefit Estimate	**$13,019,000**	**$3,656,000**	**$16,676,000**

Note: Totals may not sum due to rounding.

[1] Associate Capital and CCSF have agreed on a framework for an Enhanced Infrastructure Financing District (EIFD). As currently conceived, the EIFD would divert 58.25% of CCSF property tax (including property tax dedicated to CCSF's Children's Services Fund, Library Preservation Fund, and Open Space Acquisition Fund) to infrastructure and other qualified capital facilities.

2. **Over three-quarters of the Project's annual net fiscal benefit to the General Fund is estimated to be generated through development of the first six Project Areas, the approximate midpoint of the development program.**[2] During this period, over 70 percent of the commercial space is developed, generating significant property tax and property transfer tax. At buildout, property tax and property transfer tax together make up almost 60 percent of the Project's annual revenue (before mandated transfers). Further, hotel rooms are delivered within Project Areas (PAs) 1 through 6, generating all of the Project's annual transient occupancy tax (TOT) revenue, which contributes 9 percent to annual revenue at Project buildout (before mandated transfers). Correspondingly, less of the Project's annual property tax and property transfer tax, and no TOT revenues are generated by the second half of the Project's development.

3. ***Based on MTA's share of mandated General Fund transfers and the General Fund's contribution toward MTA Fund expenses, the FIA estimates that the Project will generate a net fiscal benefit to the MTA Fund under the proposed EIFD framework.*** The MTA analysis focuses on General Fund-related impacts on MTA in order to reasonably isolate the Project's effect on the MTA, implicitly assuming that other funding sources for MTA operations (e.g., federal and state funding) will increase commensurately. Though the estimates show the second half of the Power Station's development generates only a modest net fiscal benefit for the MTA Fund, the fiscal benefit generated during the first half of the Project's development is over $1.1 million per year, and on a cumulative basis the fully built out Project adds over $1.5 million in annual net fiscal benefit to the MTA Fund.

4. **The FIA relies on real estate valuation assumptions that are consistent with Project underwriting and are reasonably achievable when market conditions are strong enough to warrant development of the various components, but the FIA sensitivity analysis also shows that fiscal impacts on the City remain positive even when assumed values are reduced by over 50 percent.** A hypothetical calculation of fiscal impacts under a scenario with reduced assessed values, rents, room rates, parking rates, and gross receipts tax shows that Project values can be significantly lower without resulting in a projected net negative fiscal impact. Reducing Project value factors downward, the fiscal impact model still yields a slight positive fiscal impact (i.e., including the General Fund and MTA Fund) with a 50 percent reduction in the value assumptions.

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[2] Under State law, a project utilizing an infrastructure financing district must evaluate its fiscal impacts on city or county services during development (e.g., at a midpoint) as well as at project completion. Dividing Power Station's timeline of development by two construction phases (i.e., the development of Project Areas 1 through 6, and Project Areas 7 through 14) satisfies this requirement.

Assumptions and Methodology

This section describes the methodology and calculations underlying the fiscal impact analysis estimates detailed in **Table 1**. Table 1 presents fiscal impact results during development and at Project buildout after a reduction of General Fund property tax revenue and associated mandated transfers, assuming that 58.25 percent of CCSF property tax (including property tax dedicated to CCSF's Children's Services Fund, Library Preservation Fund, and Open Space Acquisition Fund) are devoted to a tax increment district fund for Project-related infrastructure, with remaining property tax revenue accruing to the General Fund. Additional tables that follow detail supporting calculations for the Project with the proposed EIFD framework, including both General Fund revenue calculations and General Fund and MTA Fund cost calculations at buildout. The **Appendix** contains FIA calculations for PAs 1-6 and PAs 7-14. **Table 2** provides an overview of the Project program and assumptions related to new employment and calculates the service population resulting from the Project.[3]

General Fund Revenue Estimates

- **Table 3** summarizes the CCSF General Fund revenues by line item and the associated estimating factors used by this fiscal impact analysis to quantify new revenues from Project development.
- **Table 4** documents assumptions related to the projected assessed value of the site based on market assumptions provided to EPS by Associate Capital.
- **Table 5** shows property tax revenue calculations. The table shows that CCSF will capture 64.59 percent of new base property tax growth and will allocate 58.25 percent of this tax increment revenue to an EIFD for Project infrastructure.
- **Table 6** shows property tax in lieu of VLF revenue is based on the pro-rata growth in CCSF assessed value attributable to the Project over the existing citywide assessed valuation basis. Property tax in lieu of VLF accrues to the General Fund and will not be allocated to the EIFD.
- **Table 7** estimates property transfer tax revenue that will be generated to the CCSF General Fund. The analysis assumes that income-generating assets trade every 20 years (5 percent turnover rate), and for-sale housing sells every 10 years (10 percent turnover rate). The analysis assumes that all commercial real estate transactions will be over $25 million, and that the different land uses do not necessarily sell in unique transactions. The tax rate applied to the transfer of ownership of 60 percent Area Median Income housing to a not-for-profit entity is 0.75% regardless of transaction value.

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[3] This analysis is focused on the CCSF General Fund and relies on cost estimates for the CCSF "service population." The service population is calculated as the number of residents plus 50% of employees, a well-accepted approach to evaluating per capita demand for municipal services. The 50% weight applied to employees reflects their relatively low demand for CCSF public services.

- **Table 8** documents the assumptions and calculations for household taxable retail spending potential. New households drive sales with expenditures on taxable items expressed as weighted average household spending. The spending estimates differentiate between market rate rental households, market rate for-sale households, renter households at 80 percent of Area Median Income, renter households at 70 percent of Area Median Income, and renter households at 60 percent of Area Median Income.

- **Table 9** relies on household spending estimates derived in Table 8 to calculate sales tax revenue, and documents additional assumptions and calculations for employee and other on-site taxable spending. Key assumptions include: i) 80 percent of new taxable residential spending is captured in San Francisco, ii) new office, R&D, and PDR employment generate $25 per workday per worker, and iii) on-site retail uses capture 30 percent of taxable retail spending made by Project residents and employees to avoid double counting taxable sales. While the Project will likely generate taxable business-to-business sales as well, this possible sales tax revenue could vary substantially depending on specific commercial tenants and is excluded from this analysis. CCSF's General Fund receives one percent of net-new taxable sales.

- **Table 10** documents the assumptions and calculations for transient occupancy tax (TOT). Associate Capital supplied EPS with hotel market assumptions, including (i) an average daily rate of $550 per hotel room and (ii) an average occupancy of 80 percent. The City collects 14 percent of hotel revenue. CCSF's capture of hotel revenue will be distributed between allocations to the General Fund (12.5 percent of hotel revenue) and arts and culture (1.5 percent of hotel revenue).

- **Table 11** documents the assumptions and calculations for parking tax. Existing parking in PA 13 is excluded from the parking tax revenue calculation. Key commercial parking assumptions include i) an average parking vacancy of 7.5 percent and ii) an average monthly parking rate of $200 per space. CCSF collects a 25 percent parking tax from commercial off-street parking charges. Only 20 percent of parking tax revenue accrues to the General Fund, with the remaining 80 percent dedicated to the MTA Fund.

- **Table 12** documents CCSF's other General Fund revenue, which includes revenue from utility users' tax and business' gross receipts. Revenue is derived on a per-service population or per-employee basis, depending on the revenue stream. For example, the analysis relies on a per-service population approach to estimate utility users' tax revenue since both households and businesses generally pay the tax. The analysis also calculates the 15 percent portion of Commercial Rents Tax (Prop C of June 2018) that accrues to the General Fund, based on total rental proceeds detailed in Table 13.

- **Table 13** estimates gross receipts revenue on commercial rents (CRT). The total rental proceeds are based on rental rates provided by Associate Capital. The analysis conservatively assumes retailers within the Project will be "non-formula" establishments (i.e., small- to medium-sized, independent establishments with non-standardized branding) that are exempt from the CRT under the CCSF code.

- **Table 14** estimates CCSF's mandated funding requirements from General Fund revenue generated by the Project. The total mandated funding requirement includes defined shares of San Francisco's aggregate discretionary revenue (ADR)- the total General Fund revenue net

of transfers, fees, and state and federal subventions – as well as property tax set asides. The baseline General Fund transfer to MTA shown in this table is the full extent of the revenue estimate used in the MTA Fund impact analysis.

- **Table 15** summarizes the CCSF General Fund expenditures by line item and documents the assumptions and calculations to estimate new General Fund costs resulting from the Project. The FIA relies on a categorization of the likely budgetary response to employment growth for each department, expressed for fiscal modeling purposes in terms of "fixed expenses" and "variable expenses" within the department budget. EPS uses a per-capita cost approach to estimate department costs. The variable portion of each department budget is used to determine the per-capita cost, and per-capita factors are multiplied by the projected increase in service population generated by the Project. The proposed Project is not expected to generate new capital and technology, overhead, debt service, and other non-departmental expenditure requirements for the General Fund.

- **Table 16** considers annual maintenance cost estimates for net new public facilities that are to be built as part of the Power Station Project and will be maintained by the City. The estimates focus on street maintenance costs for the Project, which comprise regular reconstruction of roadway surfaces. The costs are annualized based on roadway surface service life. Associate Capital provided EPS cost estimates for street reconstruction based on data sourced from the Phase 1 Street Improvement Plan (2023). The public roadways will be delivered and dedicated to CCSF within the first few years of development. The analysis finds that street maintenance costs are well below total estimated Public Works expenses for PAs 1 through 6 ($748,000 per year), and thus no additional fiscal impact is identified.

- **Table 17** presents an overview of the MTA fiscal impact analysis. MTA revenues considered by this analysis include the required baseline transfers to MTA from the General Fun. MTA cost impacts reflect only the portion of MTA Fund expenses supported by CCSF's General Fund contributions, in order to isolate the Project's direct impact on the MTA. This analysis assumes that other MTA funding sources beyond Power Station contributions to the CCSF General Fund, such as State and Federal support, MTA farebox recovery, and marketing revenues, increase proportionally with the expansion of the General Fund's contribution to the MTA Fund.

- **Table 18** documents the population, employment, and service population assumptions underlying the FIA. The metrics are sourced directly from the California Department of Finance and the US Census Bureau (LEHD Program). EPS calculated San Francisco's service population by adjusting total employment by a factor of 0.5 to reflect the relatively low municipal service burden attributable to local workers.

The FIA projects that the Project with EIFD will result in a net fiscal benefit to the City of San Francisco General Fund and MTA Fund. Importantly, the FIA relies on real estate valuation assumptions that are consistent with Project underwriting and are reasonably achievable when market conditions are strong enough to warrant development of the various components. For example, hotel value assumptions are informed by Project Sponsor conversations with hotel operators who have expressed interest in the Project. Current underwriting assumes that the hotel would be positioned as a luxury boutique hotel developed in partnership with one of the premier global hotel flags, commanding one of the highest average daily room rates in the City. Given the planned amenities, waterfront location, proximity to commercial space, and the

partnership's operational expertise, the Project Sponsor believes the assumptions to be achievable.

In response to a Controller's Office inquiry concerning assessed valuation assumptions and the Project's fiscal surplus given current market conditions, EPS performed a peer-reviewed sensitivity analysis of the FIA that estimates net fiscal benefits occur even when key valuation assumptions are reduced by over 50 percent. This hypothetical calculation of fiscal impacts reflects a consistent percentage reduction in:

- All market-rate assessed values;
- Real estate lease rate levels;
- Hotel room rates;
- Parking revenues; and
- Gross receipts tax per employee.

The results of the sensitivity analysis showed that Project values likely can be significantly lower without resulting in a net negative fiscal impact to the City. Reducing Project value factors downward, the fiscal impact model still yields a slight positive fiscal impact (i.e., including the General Fund and MTA Fund) with a 50 percent reduction in the value assumptions.

Table 1
Annual Fiscal Impact Summary Detail with EIFD
Power Station FIA

Buildout

Item	PA1 - PA6	PA7 - PA13	Project Buildout
General Fund Revenues			
Property Tax	$7,091,000	$5,198,000	$12,289,000
Property Tax in Lieu of VLF	$2,804,000	$2,055,000	$4,859,000
Property Transfer Tax	$7,007,000	$5,301,000	$12,308,000
Sales Tax	$502,000	$543,000	$1,045,000
Transient Occupancy Tax (TOT)	$4,015,000	$0	$4,015,000
Utility User Tax	$261,000	$278,000	$540,000
Parking Tax	$60,000	$175,000	$235,000
Gross Receipts Tax	$4,453,000	$1,809,000	$6,263,000
Business Registration	$190,000	$77,000	$267,000
Commercial Rents Tax	$483,000	$185,000	$667,000
Subtotal General Revenue	**$26,865,000**	**$15,621,000**	**$42,486,000**
(less) General Fund Baseline Requirements	$7,639,000	$4,442,000	$12,081,000
General Fund Revenue After Requirements	**$19,226,000**	**$11,180,000**	**$30,406,000**
General Fund Expenditures			
Community Health	$920,000	$979,000	$1,899,000
Culture & Recreation	$156,000	$166,000	$323,000
General Administration & Finance	$267,000	$285,000	$552,000
General City Responsibilities	$179,000	$191,000	$371,000
Human Welfare & Neighborhood Development	$1,247,000	$1,328,000	$2,574,000
Police	$1,968,000	$2,096,000	$4,065,000
Fire	$1,430,000	$1,523,000	$2,952,000
Other Public Protection	$476,000	$507,000	$982,000
Public Works, Transportation & Commerce	$748,000	$797,000	$1,545,000
Service Cost Total	**$7,391,000**	**$7,872,000**	**$15,263,000**
NET Annual General Revenues	**$11,835,000**	**$3,308,000**	**$15,142,000**
MTA General Fund Baseline Funding	$2,469,000	$1,436,000	$3,904,000
MTA General Fund Expenses	$1,284,000	$1,087,000	$2,371,000
Net Impact on the MTA Fund	**$1,185,000**	**$349,000**	**$1,534,000**
Total Fiscal Benefit Estimate	**$13,019,000**	**$3,656,000**	**$16,676,000**

Note: Totals may not sum due to rounding.

Table 2 *Buildout*
Project Program and Service Population
Power Station FIA

Item	Development Program	Resident or Worker Density Assumptions (1)	Resident Population	Employment	Service Population (2)
Commercial Uses					
Office	453,967 SF	276 SF / Employee		1,645	822
R&D	1,045,999 SF	405 SF / Employee		2,583	1,291
Retail	108,028 SF	350 SF / Employee		309	154
PDR (3)	133,144 SF	276 SF / Employee		482	241
Community Facilities	33,645 SF	780 SF / Employee		43	22
Subtotal	*1,774,783 SF*			*5,062*	*2,531*
Hotel	200 Rooms	0.90 Rooms / Employee		222	111
Parking (3)	2,332 Spaces	270 Spaces / Employee		9	4
Commercial Subtotal				***5,293***	***2,646***
Residential Uses					
Market-Rate Rental (4)	1,326 DU	2.27 Residents / HH	3,010	41	3,031
Market-Rate For-Sale (5)	551 DU	2.27 Residents / HH	1,251	17	1,259
Below-Market-Rate Rental (80% AM)	98 DU	2.27 Residents / HH	222	3	224
Below-Market-Rate Rental (70% AMI) (6)	260 DU	2.27 Residents / HH	590	8	594
Below-Market-Rate Rental (60% AMI)	80 DU	2.27 Residents / HH	182	3	183
Residential Subtotal (7)	***2,315 DU***		***5,255***	***72***	***5,291***
Total			**5,255**	**5,365**	**7,938**

(1) Household and employment densities will vary by building format and tenanting. Assumptions reflect typical conditions, consistent with the project EIR.

(2) Per-person employee burden on City service is weighted at 50 percent of resident burden. No weight is applied to MTA service population.

(3) The Weidenmuller Property is currently improved with approximately 118,000 square feet of industrial and warehouse space and 217 parking spaces. The FIA includes these uses as net new given the anticipated increase in assessed value and economic activity that is likely in the future.

(4) Buildout includes 206 market-rate units enabled through the CCSF affordable housing fee program.

(5) Buildout includes 52 market-rate units enabled through the CCSF affordable housing fee program.

(6) Inclusionary affordable housing.

(7) Power Station (excluding PA13) achieves a total affordable housing contribution of 30% through a combination of 178 dedicated, 110 inclusionary, and 258 in-lieu fee units.

Table 3 *Buildout*
FY2022-23 Revenue Budget Summary and Fiscal Impact Estimating Factors
Power Station FIA

Item	FY2022-23 Adopted General Fund	Estimating Factors Applied to Estimate Project Revenue
Property Taxes	**$2,379,530,000**	
Property Tax in Lieu of VLF	$345,570,000	% of Citywide Assessed Value
Other Property Taxes (1)	$2,033,960,000	64.59% of base property tax rate (1%)
Other Local Taxes	**$1,050,820,000**	
Sales Tax	$182,870,000	1.00% of estimated taxable sales
Hotel Room Tax	$188,880,000	14% Transient Occupancy Tax
Parking Tax	$80,180,000	25% of parking charges
Property Transfer Tax	$390,480,000	rate schedule
Utility Users Tax	$82,630,000	$68.00 per service population
Access Line Tax	$47,100,000	
Other Local Taxes	$78,680,000	
Business Taxes (2)	**$902,300,000**	
Gross Receipts Tax	$869,300,000	$1,167.31 per employee
Business Registration Fees	$37,000,000	$49.68 per employee
Other Revenues	**$2,453,544,000**	
Rents & Concessions	$13,131,000	
Fines, Forfeiture, & Penalties	$3,088,000	
Interest & Investment Income	$44,467,000	
Licenses, Permits, & Franchises	$26,818,000	
Intergovernmental	$1,511,286,000	
Charges for Services	$236,924,000	
Other Revenues	$19,420,000	
Transfers In	$203,001,000	
Prior Year	$395,409,000	
Total Revenues (3)	**$6,786,194,000**	

Sources: City and County of San Francisco Budget and Appropriation Ordinance 2022/2023; Economic & Planning Systems, Inc.
Note: Totals may not sum due to rounding.

(1) Other Property Tax includes Excess ERAF, which is determined by a separate formula.
(2) Business Tax total reflects negative $4M related to payroll tax adjustment.
(3) CCSF Major Fund Budget Year 22-23 reports "Available Sources Total" at $6,786,193.

Table 4
Assessed Value
Power Station FIA

Buildout

Land Use	Program Assumptions	Assessed Value Factor (2023$)	Total AV at Buildout (2023$)
Commercial Uses			
Office	453,967 Square Feet	$1,363 per Sq.Ft.	$618,956,766
R&D	1,045,999 Square Feet	$1,596 per Sq.Ft.	$1,669,414,404
Retail	108,028 Square Feet	$611 per Sq.Ft.	$66,054,502
PDR	133,144 Square Feet	$864 per Sq.Ft.	$114,988,000
Hotel	200,000 Square Feet	$1,250 per Sq.Ft.	$250,000,000
Community Facilities	33,645 Square Feet	$0 per Sq.Ft.	$0
Parking	2,332 Stalls	$38,069 per Stall	$88,779,948
Commercial Subtotal	**1,974,783 Square Feet (1)**		**$2,808,193,620**
Residential Uses			
Market-Rate Rental	1,326 DUs	$803,464 per Unit	$1,065,393,100
Market-Rate For-Sale	551 DUs	$1,351,074 per Unit	$744,441,600
Below-Market-Rate Rental (80% AMI) (2)	98 DUs		*Tax Exempt*
Below-Market-Rate Rental (70% AMI) (3)	260 DUs	$302,099 per Unit	$78,545,747
Below-Market-Rate Rental (60% AMI) (2)	80 DUs		*Tax Exempt*
Residential Subtotal	**2,315 DUs**		**$1,888,380,447**
(Less) Existing Site Assessed Value			**-$138,910,933**
Total Net New Assessed Value			**$4,557,663,135**

Source: Associate Capital

(1) Excludes parking stalls.
(2) Stand-alone low-Income housing is assumed tax exempt given likelihood of not-for-profit exemption.
(3) Inclusionary affordable housing.

Table 5
Property Tax Estimate
Power Station FIA

Buildout

Land Use	Assumption / Factor		Total at Buildout (2023$)
Total Net New Assessed Value			**$4,557,663,135**
Property Tax	1.0%	Base Property Tax Rate	$45,576,631
General Fund Revenue	64.588206%	Allocation to General Fund (before EIFD)	$29,437,129
Tax Increment Allocation	58.252419%	to EIFD	$17,147,839
Net Revenue to General Fund	**41.747581%**	**to General Fund (1)**	**$12,289,289**

(1) The City has agreed to allocate the remaining 41.747581% of the City Share of Increment not constituting Allocated Tax Revenue on a conditional basis; the Conditional Tax Revenue is only available to (i) provide coverage for the EIFD Bonds and (ii) pay debt service on Bonds (but not other debt), issued by the EIFD, including replenishing debt service reserve funds for such Bonds, to the extent that Allocated Tax Revenue is not available for that purpose.

Table 6 *Buildout*
Property Tax In Lieu of VLF Estimate
Power Station FIA

Land Use	Total at Buildout (2023$)
Existing Citywide Property Tax in Lieu of Vehicle License Fee (VLF) (1)	$346,523,669
Citywide Assessed Value (2)	$325,063,645,179
Project Incremental Assessed Value	$4,557,663,135
Project Net Assessed Value Increase (3)	1.40%
Property Tax In Lieu of VLF Revenue (4)	**$4,858,551**
VLF Increase Per $1B AV	*$1,066,017.91*

(1) FY 2022-23 Citywide VLF recovered per Controller's Office Property Tax Manager.
(2) FY 2022-23 net total assessed value for VLF per Controller's Office Property Tax Manager.
(3) Calculated by dividing the new assessed value by citywide assessed value.
(4) Calculated by multiplying existing property tax in lieu of VLF by project net assessed value increase.

Table 7
Property Transfer Tax Estimate
Power Station FIA

Buildout

Land Use	Turnover Rate (1)	Average Annual Taxable Transactions	Transfer Tax Rate (2)	Total at Buildout (2023$)
Commercial Uses				
Office	5.0%	$30,947,838	6.00%	$1,856,870
R&D	5.0%	$83,470,720	6.00%	$5,008,243
Retail	5.0%	$3,302,725	6.00%	$198,164
PDR	5.0%	$5,749,400	6.00%	$344,964
Hotel	5.0%	$12,500,000	6.00%	$750,000
Residential Uses				
Market-Rate Rental (With Inclusionary) (3)	5.0%	$57,196,942	6.00%	$3,431,817
Market-Rate For-Sale	10.0%	$74,444,160	0.68%	$506,220
Below-Market-Rate Rental (80% AMI) (4)	5.0%	$3,404,766	6.00%	$204,286
Below-Market-Rate Rental (60% AMI) (4)	5.0%	$960,000	0.75%	$7,200
Property Transfer Tax Revenue		**$271,976,552**		**$12,307,764**

(1) EPS turnover rate assumptions are based on long-run averages. A turnover rate of 5.0 percent suggests that properties sell approximately once every 20 years. Similarly, a rate of 10.0 percent suggests that properties sell approximately once every 10 years. Annual transfer tax revenue ("total at buildout") is an expected value (or average) over time.

(2) Assumes all commercial real estate transactions will be over $25 million. Distinct land uses likely bundled for sale.

(3) Includes 110 units of inclusionary affordable housing at 70% AMI.

(4) Stand-alone BMR at 60% AMI and 80% AMI is valued at $240,000 and $695,000 per unit, respectively, for the purposes of the transfer tax revenue estimate.

Table 8 *Buildout*
Household Income and Retail Spending Potential
Power Station FIA

Item	Assumptions	Estimate (2023$)
Estimated Annual Household Income		
Rental Housing Households		
Market Rate	30% of income is Rent	$167,879
Below Market Rate (80% AMI) (1)	80% AMI	$88,675
Below Market Rate (70% AMI) (2)	70% AMI	$77,600
Below Market Rate (60% AMI) (1)	60% AMI	$66,500
For-Sale Housing Households (3)		
Market Rate	30% of income is Housing Costs	$234,371
Household Taxable Retail Spending (4)		
Households in Rental Housing		
Market Rate	22% of income	$36,787
Below Market Rate (80% AMI)	25% of income	$22,314
Below Market Rate (70% AMI)	30% of income	$22,896
Below Market Rate (60% AMI)	34% of income	$22,636
Households in For-Sale Housing		
Market Rate	17% of income	$40,869
Below Market Rate		N/A
Weighted Average Household Spending		**$35,097**

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

(1) Stand-alone below-market-rate housing units.
(2) Comprises 110 units of inclusionary affordable housing.
(3) Income estimate relies on typical mortgage financing and the assumption that housing costs represent 30 percent of gross household income.
(4) U.S. Bureau of Labor Statistics Consumer Expenditure Survey data for respective income groups.

Table 9 *Buildout*
Annual Sales Tax Revenue Estimate
Power Station FIA

Item	Assumptions / Factor		Total at Buildout (2023$)
Household Taxable Spending			
Annual Household Retail Spending Potential	$35,097	per household	$81,249,399
Net New Retail Sales Captured in San Francisco	80%	of retail expenditures	**$64,999,519**
Employee Taxable Spending			
Annual Worker Retail Spending Potential (1)	$25	per work day	$4,779
Net New Worker Taxable Spending in San Francisco (2)	100%	of retail expenditures	**$22,508,178**
Additional On-Site Taxable Sales			
New Retail Space (Sq.Ft.)			108,028
Gross Taxable Retail Sales	$500	per square foot	$54,014,000
Sales Net of Redistributed Sales in City (3)	80%	of total taxable sales	$43,211,200
Net New On-Site Taxable Sales (4)	39%	of net taxable sales	**$16,958,891**
Net New Taxable Retail Sales			**$104,466,588**
Total Sales Tax Revenue	1.0%	of taxable sales	**$1,044,666**

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

(1) Per-day spending from ICSC survey data. Calculation assumes four days per week for 48 weeks each year.
(2) Daytime spending estimate applied to office, R&D, and PDR employment.
(3) Assumes 20% of sales shift from existing retailers in the city.
(4) Reflects net sales after 30% capture of new resident and office worker sales accounted for above.

Table 10 *Buildout*
Transient Occupancy Tax Revenue Estimate
Power Station FIA

Item	Assumptions	Total at Buildout (2023$)
Hotel Rooms		200
Average Daily Room Charge	$550	
Average Occupancy	80%	
Average Annual Revenue		$32,120,000
Total TOT Revenue	14.0%	**$4,496,800**
TOT to General Fund	12.5%	**$4,015,000**
TOT to Arts & Culture (1)	1.50%	**$481,800**
	14.0%	

(1) 1.5% of the 14% TOT rate is dedicated to the arts.

Table 11
Parking Tax Revenue Estimate
Power Station FIA

Buildout

Item	Assumptions		Total at Buildout (2023$)
Commercial Off-Street Parking at Buildout (1)			2,115
Occupied Off-Street Parking	92.5%	average occupancy	1,956
Average Revenue Rates	$200	per space per month	$391,292
Gross Annual Parking Tax Revenue	12	months per year	$4,695,503
San Francisco Parking Tax Revenue	25.0%	of annual parking revenue	$1,173,876
Total Parking Tax Revenue to MTA	80.0%	of tax proceeds	$939,101
Total Parking Tax Revenue to General Fund	**20.0%**	**of tax proceeds**	**$234,775**

(1) Excludes 217 exiting parking spaces in PA13.

Table 12
Other Revenue Estimates
Power Station FIA

Buildout

Item	Allocation Factor		Project Characteristic		Total at Buildout (2023$)
Utility User Tax	$68	per service population	7,938	Service Population	$539,769
Gross Receipts Tax	$1,167	per Employee	5,365	Employees	$6,262,543
Business Registration	$49.68	per Employee	5,365	Employees	$266,553
Commercial Rents Tax (CRT) (1)	0.53%	on rental revenue	$127,097,788	per Year	$667,263
Total					**$7,736,128**

(1) General Fund allocation of CRT is 15% (15% of 3.5% = 0.53%); the remaining 85% (85% of 3.5% = 2.98%) is restricted revenue.

Table 13
Commercial Rental Revenue Detail
Power Station FIA

Buildout

Land Use	Development Program	Rentable Square Feet	Rental Rates	Total at Buildout (2023$)
Office	453,967 SF	417,650 SF	$6.50 per Rentable Sq.Ft.	$32,576,672
R&D	1,045,999 SF	1,045,999 SF	$7.00 per Rentable Sq.Ft.	$87,863,916
Retail (1)	108,028 SF	108,028 SF	*N/A* per Rentable Sq.Ft.	*exempt*
PDR	133,144 SF	133,144 SF	$4.17 per Rentable Sq.Ft.	$6,657,200
Total Annual Rental Revenue				**$127,097,788**
Gross Receipts Tax Revenue (2)			**3.5%**	**$4,448,423**
General Fund Allocation (3)				$667,263
Restricted Revenue (3)				$3,781,159

Source: Associate Capital

(1) Assumes retailers are tax-exempt, "non-formula" establishments.
(2) Includes General Fund and restricted revenues.
(3) CRT is allocated to General Fund (15% of total) and for restricted uses (85% of total).

Table 14
Aggregate Discretionary Revenue (ADR) and Mandated Transfers with EIFD Power Station FIA

		Buildout
Aggregate Discretionary Revenue (ADR)		
Property Tax		$12,289,289
Property Tax In-Lieu of Vehicle License Fee		$4,858,551
Property Transfer Tax		$12,307,764
Transient Occupancy Tax Allocation to General Fund		$4,015,000
Sales Tax		$1,044,666
Parking Tax		$234,775
Gross Receipts Tax		$6,262,543
Business Registration Tax		$266,553
Utility User Tax		$539,769
Commercial Rents Tax		$667,263
Total		**$42,486,173**
General Fund Baseline Requirements		
MTA Fund	9.1900%	$3,904,479
Children's Services	8.7600%	$3,721,789
Library Preservation	2.2900%	$972,933
Street Tree	0.5154%	$218,974
Early Care and Education Baseline	2.1035%	$893,697
Housing Trust Fund	1.0931%	$464,416
Recreation and Parks	1.8887%	$802,436
Dignity Fund	1.3785%	$585,672
Student Success Fund	1.2148%	$516,122
Total Baseline Allocations	**28.4340%**	**$12,080,518**

Sources: City and County of San Francisco Controller's Office; Economic & Planning Systems, Inc.

Table 15
FY2022-23 Expenditure Budget Summary and Service Cost Estimating Factors
Power Station FIA

Buildout

Item	Allocated General Fund Expenses (FY2022-23)	Percent Variable (1)	Citywide Service Population (2)	Per Capita General Fund Expense	Project Population/ Service Population	Annual Service Cost Total at Buildout
General Fund Expense Factors						
Community Health	$1,162,956,000	25%	1,215,105 Service Pop.	$239	7,938	$1,899,214
Culture & Recreation	$197,596,000	25%	1,215,105 Service Pop.	$41	7,938	$322,692
General Administration & Finance	$338,055,000	25%	1,215,105 Service Pop.	$70	7,938	$552,075
General City Responsibilities	$226,931,000	25%	1,215,105 Service Pop.	$47	7,938	$370,599
Human Welfare & Neighborhood Development	$1,576,410,000	25%	1,215,105 Service Pop.	$324	7,938	$2,574,422
Public Protection						
Police	$622,273,000	100%	1,215,105 Service Pop.	$512	7,938	$4,064,916
Fire	$451,951,000	100%	1,215,105 Service Pop.	$372	7,938	$2,952,310
Other Public Protection	$601,577,000	25%	1,215,105 Service Pop.	$124	7,938	$982,430
Public Works, Transportation & Commerce	$262,733,000	90%	1,215,105 Service Pop.	$195	7,938	$1,544,642
Total	**$5,440,482,000**			**$1,923**		**$15,263,299**
MTA Fund Expense Factors						
Fund Expenses (3)	**$472,540,000**	**75%**	**1,587,455 Service Pop.**	**$223**	**10,620**	**$2,370,946**

Sources: City and County of San Francisco Budget and Appropriations Ordinance Fiscal Year Ending June 30, 2023 and Fiscal Year Ending June 30, 2024; EPS

(1) Percentage of costs that are population-dependent, as opposed to fixed costs or costs recovered through fees or charges. EPS assumptions.
(2) Assumes an employee service burden of 100 percent for MTA and 50 percent for all municipal cost categories.
(3) Reflects General Fund portion of MTA annual budget. Analysis assumes other MTA funding sources will increase proportionally with General Fund monies. Service population assumes per-capita resident and worker demand for service is similar and is calculated as project residents plus project employees (i.e., no downward weight is applied to workers).

Table 16
Public Works Street Maintenance Cost Estimate
Power Station FIA

Buildout

Street Reconstruction Element (1)	Roadway Area (Sq.Ft.)	Street Reconstruction Cost (2)		Service Life (Years)	Annual Street Maintenance Cost	
		Per Sq.Ft.	Total		Per Sq.Ft.	Total
8" Portland Cement Concrete Under Slab	159,670	$12.00	$1,916,040	15	$0.80	$127,736
4" Asphalt Concrete Slab		$5.00	$798,350	10	$0.50	$79,835
Total (3)			**$2,714,390**			**$207,571**

Sources: Associate Capital

(1) Roadway design calls for asphalt paving slab over concrete base.

(2) Concrete unit rates and paving unit rates are based on contracts for the Phase 1 Street Improvement Plan (2023).

(3) Maintenance costs are included within Public Works cost estimates provided in **Table 15.** It is anticipated that these roadways and associated ongoing costs commence in early phases of the Project.

Table 17 *Buildout*
MTA Fund Fiscal Impact Analysis
Power Station FIA

Annual MTA Fund Revenues (1)	
ADR Accruing to the General Fund	$42,486,173
Baseline Allocation to MTA	9.19%
Fund Revenue Attributable to Project	**$3,904,479**
Annual MTA Fund Expenses (2)	
MTA General Fund Support (3)	$472,540,000
Variable GF Support (75%)	$354,405,000
Service Population Citywide (4)	1,587,455
Per-Capita Variable General Fund Support	$223
Project Service Population	10,620
Annual MTA Fund Expenses	**$2,370,946**
Net Impact on the MTA Fund	**$1,533,534**

(1) MTA revenues are estimated based on the baseline transfer of General Fund monies to MTA attributable to the Project.
(2) MTA expenses estimate the variable General Fund support to the MTA budget that is required to provide services to the Project service population.
(3) MTA 2022-23 Adopted budget; Revenue by Source.
(4) MTA service population calculated as unweighted resident and worker populations combined.

Table 18 *Buildout*
San Francisco Population, Employment, and Service Population
Power Station FIA

Item	Amount	Sources
Housing Units	415,316	DOF Jan 1, 2022 Estimate
Occupied Households	378,316	DOF Jan 1, 2022 Estimate
Population	842,754	DOF Jan 1, 2022 Estimate
Persons/Household	2.14	DOF Jan 1, 2022 Estimate
Employment	744,701	2020 ACS 5-Year Estimate
Service Population [1]	1,215,105	DOF 2022 / ACS

Sources: U.S. Census Bureau, CA Dept. of Finance

(1) Daytime population is calculated by adding total residential population and half of total employment. No weighting is used for MTA service population.

Appendix A

PA1 – PA6 Detailed Tables

The Economics of Land Use

Table A-1 *PA1-PA6*
Annual Fiscal Impact Summary Detail with EIFD
Power Station FIA

Item	PA1 - PA6	PA7 - PA13	Project Buildout
General Fund Revenues			
Property Tax	$7,091,000	$5,198,000	$12,289,000
Property Tax in Lieu of VLF	$2,804,000	$2,055,000	$4,859,000
Property Transfer Tax	$7,007,000	$5,301,000	$12,308,000
Sales Tax	$502,000	$543,000	$1,045,000
Transient Occupancy Tax (TOT)	$4,015,000	$0	$4,015,000
Utility User Tax	$261,000	$278,000	$540,000
Parking Tax	$60,000	$175,000	$235,000
Gross Receipts Tax	$4,453,000	$1,809,000	$6,263,000
Business Registration	$190,000	$77,000	$267,000
Commercial Rents Tax	$483,000	$185,000	$667,000
Subtotal General Revenue	**$26,865,000**	**$15,621,000**	**$42,486,000**
(less) General Fund Baseline Requirements	$7,639,000	$4,442,000	$12,081,000
General Fund Revenue After Requirements	**$19,226,000**	**$11,180,000**	**$30,406,000**
General Fund Expenditures			
Community Health	$920,000	$979,000	$1,899,000
Culture & Recreation	$156,000	$166,000	$323,000
General Administration & Finance	$267,000	$285,000	$552,000
General City Responsibilities	$179,000	$191,000	$371,000
Human Welfare & Neighborhood Development	$1,247,000	$1,328,000	$2,574,000
Police	$1,968,000	$2,096,000	$4,065,000
Fire	$1,430,000	$1,523,000	$2,952,000
Other Public Protection	$476,000	$507,000	$982,000
Public Works, Transportation & Commerce	$748,000	$797,000	$1,545,000
Service Cost Total	**$7,391,000**	**$7,872,000**	**$15,263,000**
NET Annual General Revenues	**$11,835,000**	**$3,308,000**	**$15,142,000**
MTA General Fund Baseline Funding	$2,469,000	$1,436,000	$3,904,000
MTA General Fund Expenses	$1,284,000	$1,087,000	$2,371,000
Net Impact on the MTA Fund	**$1,185,000**	**$349,000**	**$1,534,000**
Total Fiscal Benefit Estimate	**$13,019,000**	**$3,656,000**	**$16,676,000**

Note: Totals may not sum due to rounding.

Table A-2
Project Program and Service Population
Power Station FIA

PA1-PA6

Item	Development Program	Resident or Worker Density Assumptions (1)	Resident Population	Employment	Service Population (2)
Commercial Uses					
Office	453,967 SF	276 SF / Employee		1,645	822
R&D	697,296 SF	405 SF / Employee		1,722	861
Retail	46,105 SF	350 SF / Employee		132	66
PDR (3)	15,144 SF	276 SF / Employee		55	27
Community Facilities	8,645 SF	780 SF / Employee		11	6
Subtotal	*1,221,157 SF*			*3,564*	*1,782*
Hotel	200 Rooms	0.90 Rooms / Employee		222	111
Parking (3)	538 Spaces	270 Spaces / Employee		2	1
Commercial Subtotal				***3,788***	***1,894***
Residential Uses					
Market-Rate Rental (4)	372 DU	2.27 Residents / HH	844	12	850
Market-Rate For-Sale (5)	383 DU	2.27 Residents / HH	869	12	875
Below-Market-Rate Rental (80% AM)	98 DU	2.27 Residents / HH	222	3	224
Below-Market-Rate Rental (70% AMI) (6)	0 DU	2.27 Residents / HH	0	0	0
Below-Market-Rate Rental (60% AMI)	0 DU	2.27 Residents / HH	0	0	0
Residential Subtotal (7)	***853 DU***		***1,936***	***27***	***1,950***
Total			**1,936**	**3,815**	**3,844**

(1) Household and employment densities will vary by building format and tenanting. Assumptions reflect typical conditions, consistent with the project EIR.

(2) Per-person employee burden on City service is weighted at 50 percent of resident burden. No weight is applied to MTA service population.

(3) The Weidenmuller Property is currently improved with approximately 118,000 square feet of industrial and warehouse space and 217 parking spaces. The FIA includes these uses as net new given the anticipated increase in assessed value and economic activity that is likely in the future.

(4) Buildout includes 206 market-rate units enabled through the CCSF affordable housing fee program.

(5) Buildout includes 52 market-rate units enabled through the CCSF affordable housing fee program.

(6) Inclusionary affordable housing.

(7) Power Station (excluding PA13) achieves a total affordable housing contribution of 30% through a combination of 178 dedicated, 110 inclusionary, and 258 in-lieu fee units.

Table A-3 *PA1-PA6*
FY2022-23 Revenue Budget Summary and Fiscal Impact Estimating Factors
Power Station FIA

Item	FY2022-23 Adopted General Fund	Estimating Factors Applied to Estimate Project Revenue
Property Taxes	**$2,379,530,000**	
Property Tax in Lieu of VLF	$345,570,000	% of Citywide Assessed Value
Other Property Taxes (1)	$2,033,960,000	64.59% of base property tax rate (1%)
Other Local Taxes	**$1,050,820,000**	
Sales Tax	$182,870,000	1.00% of estimated taxable sales
Hotel Room Tax	$188,880,000	14% Transient Occupancy Tax
Parking Tax	$80,180,000	25% of parking charges
Property Transfer Tax	$390,480,000	rate schedule
Utility Users Tax	$82,630,000	$68.00 per service population
Access Line Tax	$47,100,000	
Other Local Taxes	$78,680,000	
Business Taxes (2)	**$902,300,000**	
Gross Receipts Tax	$869,300,000	$1,167.31 per employee
Business Registration Fees	$37,000,000	$49.68 per employee
Other Revenues	**$2,453,544,000**	
Rents & Concessions	$13,131,000	
Fines, Forfeiture, & Penalties	$3,088,000	
Interest & Investment Income	$44,467,000	
Licenses, Permits, & Franchises	$26,818,000	
Intergovernmental	$1,511,286,000	
Charges for Services	$236,924,000	
Other Revenues	$19,420,000	
Transfers In	$203,001,000	
Prior Year	$395,409,000	
Total Revenues (3)	**$6,786,194,000**	

Sources: City and County of San Francisco Budget and Appropriation Ordinance 2022/2023; Economic & Planning Systems, Inc.
Note: Totals may not sum due to rounding.

(1) Other Property Tax includes Excess ERAF, which is determined by a separate formula.
(2) Business Tax total reflects negative $4M related to payroll tax adjustment.
(3) CCSF Major Fund Budget Year 22-23 reports "Available Sources Total" at $6,786,193.

Table A-4
Assessed Value
Power Station FIA

PA1-PA6

Land Use	Program Assumptions	Assessed Value Factor (2023$)	Total AV at Buildout (2023$)
Commercial Uses			
Office	453,967 Square Feet	$1,363 per Sq.Ft.	$618,956,766
R&D	697,296 Square Feet	$1,596 per Sq.Ft.	$1,112,884,416
Retail	46,105 Square Feet	$598 per Sq.Ft.	$27,549,655
PDR	15,144 Square Feet	$864 per Sq.Ft.	$13,078,909
Hotel	200,000 Square Feet	$0 per Sq.Ft.	$0
Community Facilities	8,645 Square Feet	$0 per Sq.Ft.	$0
Parking	538 Stalls	$32,066 per Stall	$17,251,429
Commercial Subtotal	**1,421,157 Square Feet (1)**		**$1,789,721,175**
Residential Uses			
Market-Rate Rental	372 DUs	$1,004,104 per Unit	$373,526,573
Market-Rate For-Sale	383 DUs	$1,398,960 per Unit	$535,801,600
Below-Market-Rate Rental (80% AMI) (2)	98 DUs		*Tax Exempt*
Below-Market-Rate Rental (70% AMI) (3)	0 DUs	N/A per Unit	$0
Below-Market-Rate Rental (60% AMI) (2)	0 DUs		*Tax Exempt*
Residential Subtotal	**853 DUs**		**$909,328,173**
(Less) Existing Site Assessed Value			**-$69,123,198**
Total Net New Assessed Value			**$2,629,926,150**

Source: Associate Capital

(1) Excludes parking stalls.
(2) Stand-alone low-Income housing is assumed tax exempt given likelihood of not-for-profit exemption.
(3) Inclusionary affordable housing.

Table A-5
Property Tax Estimate
Power Station FIA

PA1-PA6

Land Use	Assumption / Factor		Total at Buildout (2023$)
Total Net New Assessed Value			**$2,629,926,150**
Property Tax	1.0%	Base Property Tax Rate	$26,299,262
General Fund Revenue	64.588206%	Allocation to General Fund (before EIFD)	$16,986,221
Tax Increment Allocation	58.252419%	to EIFD	$9,894,885
Net Revenue to General Fund	**41.747581%**	**to General Fund (1)**	**$7,091,336**

(1) The City has agreed to allocate the remaining 41.747581% of the City Share of Increment not constituting Allocated Tax Revenue on a conditional basis; the Conditional Tax Revenue is only available to (i) provide coverage for the EIFD Bonds and (ii) pay debt service on Bonds (but not other debt), issued by the EIFD, including replenishing debt service reserve funds for such Bonds, to the extent that Allocated Tax Revenue is not available for that purpose.

Table A-6
Property Tax In Lieu of VLF Estimate
Power Station FIA

PA1-PA6

Land Use	Total at Buildout (2023$)
Existing Citywide Property Tax in Lieu of Vehicle License Fee (VLF) (1)	$346,523,669
Citywide Assessed Value (2)	$325,063,645,179
Project Incremental Assessed Value	$2,629,926,150
Project Net Assessed Value Increase (3)	0.81%
Property Tax In Lieu of VLF Revenue (4)	**$2,803,548**
VLF Increase Per $1B AV	*$1,066,017.91*

(1) FY 2022-23 Citywide VLF recovered per Controller's Office Property Tax Manager.
(2) FY 2022-23 net total assessed value for VLF per Controller's Office Property Tax Manager.
(3) Calculated by dividing the new assessed value by citywide assessed value.
(4) Calculated by multiplying existing property tax in lieu of VLF by project net assessed value increase.

Table A-7
Property Transfer Tax Estimate
Power Station FIA

PA1-PA6

Land Use	Turnover Rate (1)	Average Annual Taxable Transactions	Transfer Tax Rate (2)	Total at Buildout (2023$)
Commercial Uses				
Office	5.0%	$30,947,838	6.00%	$1,856,870
R&D	5.0%	$55,644,221	6.00%	$3,338,653
Retail	5.0%	$1,377,483	6.00%	$82,649
PDR	5.0%	$653,945	6.00%	$39,237
Hotel	5.0%	$0	6.00%	$0
Residential Uses				
Market-Rate Rental (With Inclusionary) (3)	5.0%	$18,676,329	6.00%	$1,120,580
Market-Rate For-Sale	10.0%	$53,580,160	0.68%	$364,345
Below-Market-Rate Rental (80% AMI) (4)	5.0%	$3,404,766	6.00%	$204,286
Below-Market-Rate Rental (60% AMI) (4)	5.0%	$0	0.75%	$0
Property Transfer Tax Revenue		**$164,284,742**		**$7,006,620**

(1) EPS turnover rate assumptions are based on long-run averages. A turnover rate of 5.0 percent suggests that properties sell approximately once every 20 years. Similarly, a rate of 10.0 percent suggests that properties sell approximately once every 10 years. Annual transfer tax revenue ("total at buildout") is an expected value (or average) over time.

(2) Assumes all commercial real estate transactions will be over $25 million. Distinct land uses likely bundled for sale.

(3) Includes 110 units of inclusionary affordable housing at 70% AMI.

(4) Stand-alone BMR at 60% AMI and 80% AMI is valued at $240,000 and $695,000 per unit, respectively, for the purposes of the transfer tax revenue estimate.

Table A-8 *PA1-PA6*
Household Income and Retail Spending Potential
Power Station FIA

Item	Assumptions	Estimate (2023$)
Estimated Annual Household Income		
Rental Housing Households		
Market Rate	30% of income is Rent	$218,680
Below Market Rate (80% AMI) (1)	80% AMI	$88,675
Below Market Rate (70% AMI) (2)	70% AMI	$77,600
Below Market Rate (60% AMI) (1)	60% AMI	$66,500
For-Sale Housing Households (3)		
Market Rate	30% of income is Housing Costs	$242,678
Household Taxable Retail Spending (4)		
Households in Rental Housing		
Market Rate	22% of income	$47,919
Below Market Rate (80% AMI)	25% of income	$22,314
Below Market Rate (70% AMI)	30% of income	$22,896
Below Market Rate (60% AMI)	34% of income	$22,636
Households in For-Sale Housing		
Market Rate	17% of income	$42,318
Below Market Rate		N/A
Weighted Average Household Spending		**$42,462**

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

(1) Stand-alone below-market-rate housing units.
(2) Comprises 110 units of inclusionary affordable housing.
(3) Income estimate relies on typical mortgage financing and the assumption that housing costs represent 30 percent of gross household income.
(4) U.S. Bureau of Labor Statistics Consumer Expenditure Survey data for respective income groups.

Table A-9 *PA1-PA6*
Annual Sales Tax Revenue Estimate
Power Station FIA

Item	Assumptions / Factor		Total at Buildout (2023$)
Household Taxable Spending			
Annual Household Retail Spending Potential	$42,462	per household	$36,220,368
Net New Retail Sales Captured in San Francisco	80%	of retail expenditures	**$28,976,294**
Employee Taxable Spending			
Annual Worker Retail Spending Potential (1)	$25	per work day	$4,779
Net New Worker Taxable Spending in San Francisco (2)	100%	of retail expenditures	**$16,350,441**
Additional On-Site Taxable Sales			
New Retail Space (Sq.Ft.)			46,105
Gross Taxable Retail Sales	$500	per square foot	$23,052,500
Sales Net of Redistributed Sales in City (3)	80%	of total taxable sales	$18,442,000
Net New On-Site Taxable Sales (4)	26%	of net taxable sales	**$4,843,979**
Net New Taxable Retail Sales			**$50,170,715**
Total Sales Tax Revenue	1.0%	of taxable sales	**$501,707**

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

(1) Per-day spending from ICSC survey data. Calculation assumes four days per week for 48 weeks each year.
(2) Daytime spending estimate applied to office, R&D, and PDR employment.
(3) Assumes 20% of sales shift from existing retailers in the city.
(4) Reflects net sales after 30% capture of new resident and office worker sales accounted for above.

Table A-10
Transient Occupancy Tax Revenue Estimate
Power Station FIA

PA1-PA6

Item	Assumptions	Total at Buildout (2023$)
Hotel Rooms		200
Average Daily Room Charge	$550	
Average Occupancy	80%	
Average Annual Revenue		$32,120,000
Total TOT Revenue	14.0%	**$4,496,800**
TOT to General Fund	12.5%	**$4,015,000**
TOT to Arts & Culture (1)	1.50%	**$481,800**
	14.0%	

(1) 1.5% of the 14% TOT rate is dedicated to the arts.

Table A-11
Parking Tax Revenue Estimate
Power Station FIA

PA1-PA6

Item	Assumptions		Total at Buildout (2023$)
Commercial Off-Street Parking at Buildout (1)			538
Occupied Off-Street Parking	92.5%	average occupancy	498
Average Revenue Rates	$200	per space per month	$99,530
Gross Annual Parking Tax Revenue	12	months per year	$1,194,360
San Francisco Parking Tax Revenue	25.0%	of annual parking revenue	$298,590
Total Parking Tax Revenue to MTA	80.0%	of tax proceeds	$238,872
Total Parking Tax Revenue to General Fund	**20.0%**	**of tax proceeds**	**$59,718**

(1) Excludes 217 exiting parking spaces in PA13.

Table A-12
Other Revenue Estimates
Power Station FIA

PA1-PA6

Item	Allocation Factor		Project Characteristic		Total at Buildout (2023$)
Utility User Tax	$68	per service population	3,844	Service Population	$261,391
Gross Receipts Tax	$1,167	per Employee	3,815	Employees	$4,453,396
Business Registration	$49.68	per Employee	3,815	Employees	$189,550
Commercial Rents Tax (CRT) (1)	0.53%	on rental revenue	$91,906,736	per Year	$482,510
Total					**$5,386,847**

(1) General Fund allocation of CRT is 15% (15% of 3.5% = 0.53%); the remaining 85% (85% of 3.5% = 2.98%) is restricted revenue.

Table A-13
Commercial Rental Revenue Detail
Power Station FIA

PA1-PA6

Land Use	Development Program	Rentable Square Feet	Rental Rates	Total at Buildout (2023$)
Office	453,967 SF	417,650 SF	$6.50 per Rentable Sq.Ft.	$32,576,672
R&D	697,296 SF	697,296 SF	$7.00 per Rentable Sq.Ft.	$58,572,864
Retail (1)	46,105 SF	46,105 SF	*N/A* per Rentable Sq.Ft.	*exempt*
PDR	15,144 SF	15,144 SF	$4.17 per Rentable Sq.Ft.	$757,200
Total Annual Rental Revenue				**$91,906,736**
Gross Receipts Tax Revenue (2)			**3.5%**	**$3,216,736**
General Fund Allocation (3)				$482,510
Restricted Revenue (3)				$2,734,225

Source: Associate Capital

(1) Assumes retailers are tax-exempt, "non-formula" establishments.
(2) Includes General Fund and restricted revenues.
(3) CRT is allocated to General Fund (15% of total) and for restricted uses (85% of total).

Table A-14 *PA1-PA6*
Aggregate Discretionary Revenue (ADR) and Mandated Transfers with EIFD
Power Station FIA

Aggregate Discretionary Revenue (ADR)		
Property Tax		$7,091,336
Property Tax In-Lieu of Vehicle License Fee		$2,803,548
Property Transfer Tax		$7,006,620
Transient Occupancy Tax Allocation to General Fund		$4,015,000
Sales Tax		$501,707
Parking Tax		$59,718
Gross Receipts Tax		$4,453,396
Business Registration Tax		$189,550
Utility User Tax		$261,391
Commercial Rents Tax		$482,510
Total		**$26,864,777**
General Fund Baseline Requirements		
MTA Fund	9.1900%	$2,468,873
Children's Services	8.7600%	$2,353,354
Library Preservation	2.2900%	$615,203
Street Tree	0.5154%	$138,461
Early Care and Education Baseline	2.1035%	$565,101
Housing Trust Fund	1.0931%	$293,659
Recreation and Parks	1.8887%	$507,395
Dignity Fund	1.3785%	$370,331
Student Success Fund	1.2148%	$326,353
Total Baseline Allocations	**28.4340%**	**$7,638,731**

Sources: City and County of San Francisco Controller's Office; Economic & Planning Systems, Inc.

Table A-15
FY2022-23 Expenditure Budget Summary and Service Cost Estimating Factors
Power Station FIA

PA1-PA6

Item	Allocated General Fund Expenses (FY2022-23)	Percent Variable (1)	Citywide Service Population (2)	Per Capita General Fund Expense	Project Population/ Service Population	Annual Service Cost Total at Buildout
General Fund Expense Factors						
Community Health	$1,162,956,000	25%	1,215,105 Service Pop.	$239	3,844	$919,721
Culture & Recreation	$197,596,000	25%	1,215,105 Service Pop.	$41	3,844	$156,268
General Administration & Finance	$338,055,000	25%	1,215,105 Service Pop.	$70	3,844	$267,350
General City Responsibilities	$226,931,000	25%	1,215,105 Service Pop.	$47	3,844	$179,468
Human Welfare & Neighborhood Development	$1,576,410,000	25%	1,215,105 Service Pop.	$324	3,844	$1,246,700
Public Protection						
Police	$622,273,000	100%	1,215,105 Service Pop.	$512	3,844	$1,968,492
Fire	$451,951,000	100%	1,215,105 Service Pop.	$372	3,844	$1,429,697
Other Public Protection	$601,577,000	25%	1,215,105 Service Pop.	$124	3,844	$475,756
Public Works, Transportation & Commerce	$262,733,000	90%	1,215,105 Service Pop.	$195	3,844	$748,014
Total	**$5,440,482,000**			**$1,923**		**$7,391,466**
MTA Fund Expense Factors						
Fund Expenses (3)	**$472,540,000**	**75%**	**1,587,455 Service Pop.**	**$223**	**5,751**	**$1,284,018**

Sources: City and County of San Francisco Budget and Appropriations Ordinance Fiscal Year Ending June 30, 2023 and Fiscal Year Ending June 30, 2024; EPS

(1) Percentage of costs that are population-dependent, as opposed to fixed costs or costs recovered through fees or charges. EPS assumptions.
(2) Assumes an employee service burden of 100 percent for MTA and 50 percent for all municipal cost categories.
(3) Reflects General Fund portion of MTA annual budget. Analysis assumes other MTA funding sources will increase proportionally with General Fund monies. Service population assumes per-capita resident and worker demand for service is similar and is calculated as project residents plus project employees (i.e., no downward weight is applied to workers).

Table A-16
Public Works Street Maintenance Cost Estimate
Power Station FIA

PA1-PA6

Street Reconstruction Element (1)	Roadway Area (Sq.Ft.)	Street Reconstruction Cost (2)		Service Life (Years)	Annual Street Maintenance Cost	
		Per Sq.Ft.	Total		Per Sq.Ft.	Total
8" Portland Cement Concrete Under Slab	159,670	$12.00	$1,916,040	15	$0.80	$127,736
4" Asphalt Concrete Slab		$5.00	$798,350	10	$0.50	$79,835
Total (3)			**$2,714,390**			**$207,571**

Sources: Associate Capital

(1) Roadway design calls for asphalt paving slab over concrete base.

(2) Concrete unit rates and paving unit rates are based on contracts for the Phase 1 Street Improvement Plan (2023).

(3) Maintenance costs are included within Public Works cost estimates provided in **Table 15.** It is anticipated that these roadways and associated ongoing costs commence in early phases of the Project.

Table A-17 *PA1-PA6*
MTA Fund Fiscal Impact Analysis
Power Station FIA

Annual MTA Fund Revenues (1)	
ADR Accruing to the General Fund	$26,864,777
Baseline Allocation to MTA	9.19%
Fund Revenue Attributable to Project	**$2,468,873**
Annual MTA Fund Expenses (2)	
MTA General Fund Support (3)	$472,540,000
Variable GF Support (75%)	$354,405,000
Service Population Citywide (4)	1,587,455
Per-Capita Variable General Fund Support	$223
Project Service Population	5,751
Annual MTA Fund Expenses	**$1,284,018**
Net Impact on the MTA Fund	**$1,184,855**

(1) MTA revenues are estimated based on the baseline transfer of General Fund monies to MTA attributable to the Project.
(2) MTA expenses estimate the variable General Fund support to the MTA budget that is required to provide services to the Project service population.
(3) MTA 2022-23 Adopted budget; Revenue by Source.
(4) MTA service population calculated as unweighted resident and worker populations combined.

Table A-18 *PA1-PA6*
San Francisco Population, Employment, and Service Population
Power Station FIA

Item	Amount	Sources
Housing Units	415,316	DOF Jan 1, 2022 Estimate
Occupied Households	378,316	DOF Jan 1, 2022 Estimate
Population	842,754	DOF Jan 1, 2022 Estimate
Persons/Household	2.14	DOF Jan 1, 2022 Estimate
Employment	744,701	2020 ACS 5-Year Estimate
Service Population [1]	1,215,105	DOF 2022 / ACS

Sources: U.S. Census Bureau, CA Dept. of Finance

(1) Daytime population is calculated by adding total residential population and half of total employment. No weighting is used for MTA service population.

The Economics of Land Use

Appendix B

PA7 – PA14 Detailed Tables

Table B-1
Annual Fiscal Impact Summary Detail with EIFD
Power Station FIA

PA7-PA13

Item	PA1 - PA6	PA7 - PA13	Project Buildout
General Fund Revenues			
Property Tax	$7,091,000	$5,198,000	$12,289,000
Property Tax in Lieu of VLF	$2,804,000	$2,055,000	$4,859,000
Property Transfer Tax	$7,007,000	$5,301,000	$12,308,000
Sales Tax	$502,000	$543,000	$1,045,000
Transient Occupancy Tax (TOT)	$4,015,000	$0	$4,015,000
Utility User Tax	$261,000	$278,000	$540,000
Parking Tax	$60,000	$175,000	$235,000
Gross Receipts Tax	$4,453,000	$1,809,000	$6,263,000
Business Registration	$190,000	$77,000	$267,000
Commercial Rents Tax	$483,000	$185,000	$667,000
Subtotal General Revenue	**$26,865,000**	**$15,621,000**	**$42,486,000**
(less) General Fund Baseline Requirements	$7,639,000	$4,442,000	$12,081,000
General Fund Revenue After Requirements	**$19,226,000**	**$11,180,000**	**$30,406,000**
General Fund Expenditures			
Community Health	$920,000	$979,000	$1,899,000
Culture & Recreation	$156,000	$166,000	$323,000
General Administration & Finance	$267,000	$285,000	$552,000
General City Responsibilities	$179,000	$191,000	$371,000
Human Welfare & Neighborhood Development	$1,247,000	$1,328,000	$2,574,000
Police	$1,968,000	$2,096,000	$4,065,000
Fire	$1,430,000	$1,523,000	$2,952,000
Other Public Protection	$476,000	$507,000	$982,000
Public Works, Transportation & Commerce	$748,000	$797,000	$1,545,000
Service Cost Total	**$7,391,000**	**$7,872,000**	**$15,263,000**
NET Annual General Revenues	**$11,835,000**	**$3,308,000**	**$15,142,000**
MTA General Fund Baseline Funding	$2,469,000	$1,436,000	$3,904,000
MTA General Fund Expenses	$1,284,000	$1,087,000	$2,371,000
Net Impact on the MTA Fund	**$1,185,000**	**$349,000**	**$1,534,000**
Total Fiscal Benefit Estimate	**$13,019,000**	**$3,656,000**	**$16,676,000**

Note: Totals may not sum due to rounding.

Table B-2 *PA7-PA13*
Project Program and Service Population
Power Station FIA

Item	Development Program	Resident or Worker Density Assumptions (1)	Resident Population	Employment	Service Population (2)
Commercial Uses					
Office	0 SF	276 SF / Employee		0	0
R&D	348,703 SF	405 SF / Employee		861	430
Retail	61,923 SF	350 SF / Employee		177	88
PDR (3)	118,000 SF	276 SF / Employee		428	214
Community Facilities	25,000 SF	780 SF / Employee		32	16
Subtotal	*553,626 SF*			*1,498*	*749*
Hotel	0 Rooms	0.90 Rooms / Employee		0	0
Parking (3)	1,794 Spaces	270 Spaces / Employee		7	3
Commercial Subtotal				***1,504***	***752***
Residential Uses					
Market-Rate Rental (4)	954 DU	2.27 Residents / HH	2,166	30	2,180
Market-Rate For-Sale (5)	168 DU	2.27 Residents / HH	381	5	384
Below-Market-Rate Rental (80% AM)	0 DU	2.27 Residents / HH	0	0	0
Below-Market-Rate Rental (70% AMI) (6)	260 DU	2.27 Residents / HH	590	8	594
Below-Market-Rate Rental (60% AMI)	80 DU	2.27 Residents / HH	182	3	183
Residential Subtotal (7)	***1,462 DU***		***3,319***	***46***	***3,342***
Total			**3,319**	**1,550**	**4,094**

(1) Household and employment densities will vary by building format and tenanting. Assumptions reflect typical conditions, consistent with the project EIR.

(2) Per-person employee burden on City service is weighted at 50 percent of resident burden. No weight is applied to MTA service population.

(3) The Weidenmuller Property is currently improved with approximately 118,000 square feet of industrial and warehouse space and 217 parking spaces. The FIA includes these uses as net new given the anticipated increase in assessed value and economic activity that is likely in the future.

(4) Buildout includes 206 market-rate units enabled through the CCSF affordable housing fee program.

(5) Buildout includes 52 market-rate units enabled through the CCSF affordable housing fee program.

(6) Inclusionary affordable housing.

(7) Power Station (excluding PA13) achieves a total affordable housing contribution of 30% through a combination of 178 dedicated, 110 inclusionary, and 258 in-lieu fee units.

Table B-3 *PA7-PA13*
FY2022-23 Revenue Budget Summary and Fiscal Impact Estimating Factors
Power Station FIA

Item	FY2022-23 Adopted General Fund	Estimating Factors Applied to Estimate Project Revenue
Property Taxes	**$2,379,530,000**	
Property Tax in Lieu of VLF	$345,570,000	% of Citywide Assessed Value
Other Property Taxes (1)	$2,033,960,000	64.59% of base property tax rate (1%)
Other Local Taxes	**$1,050,820,000**	
Sales Tax	$182,870,000	1.00% of estimated taxable sales
Hotel Room Tax	$188,880,000	14% Transient Occupancy Tax
Parking Tax	$80,180,000	25% of parking charges
Property Transfer Tax	$390,480,000	rate schedule
Utility Users Tax	$82,630,000	$68.00 per service population
Access Line Tax	$47,100,000	
Other Local Taxes	$78,680,000	
Business Taxes (2)	**$902,300,000**	
Gross Receipts Tax	$869,300,000	$1,167.31 per employee
Business Registration Fees	$37,000,000	$49.68 per employee
Other Revenues	**$2,453,544,000**	
Rents & Concessions	$13,131,000	
Fines, Forfeiture, & Penalties	$3,088,000	
Interest & Investment Income	$44,467,000	
Licenses, Permits, & Franchises	$26,818,000	
Intergovernmental	$1,511,286,000	
Charges for Services	$236,924,000	
Other Revenues	$19,420,000	
Transfers In	$203,001,000	
Prior Year	$395,409,000	
Total Revenues (3)	**$6,786,194,000**	

Sources: City and County of San Francisco Budget and Appropriation Ordinance 2022/2023; Economic & Planning Systems, Inc.
Note: Totals may not sum due to rounding.

(1) Other Property Tax includes Excess ERAF, which is determined by a separate formula.
(2) Business Tax total reflects negative $4M related to payroll tax adjustment.
(3) CCSF Major Fund Budget Year 22-23 reports "Available Sources Total" at $6,786,193.

Table B-4
Assessed Value
Power Station FIA

PA7-PA13

Land Use	Program Assumptions	Assessed Value Factor (2023$)	Total AV at Buildout (2023$)
Commercial Uses			
Office	0 Square Feet	N/A per Sq.Ft.	$0
R&D	348,703 Square Feet	$1,596 per Sq.Ft.	$556,529,988
Retail	61,923 Square Feet	$622 per Sq.Ft.	$38,504,847
PDR	118,000 Square Feet	$864 per Sq.Ft.	$101,909,091
Hotel	0 Square Feet	N/A per Sq.Ft.	$250,000,000
Community Facilities	25,000 Square Feet	$0 per Sq.Ft.	$0
Parking	1,794 Stalls	$39,869 per Stall	$71,528,520
Commercial Subtotal	**553,626 Square Feet (1)**		**$1,018,472,446**
Residential Uses			
Market-Rate Rental	954 DUs	$725,227 per Unit	$691,866,527
Market-Rate For-Sale	168 DUs	$1,241,905 per Unit	$208,640,000
Below-Market-Rate Rental (80% AMI) (2)	0 DUs		*Tax Exempt*
Below-Market-Rate Rental (70% AMI) (3)	260 DUs	$302,099 per Unit	$78,545,747
Below-Market-Rate Rental (60% AMI) (2)	80 DUs		*Tax Exempt*
Residential Subtotal	**1,462 DUs**		**$979,052,274**
(Less) Existing Site Assessed Value			**-$69,787,735**
Total Net New Assessed Value			**$1,927,736,985**

Source: Associate Capital

(1) Excludes parking stalls.
(2) Stand-alone low-Income housing is assumed tax exempt given likelihood of not-for-profit exemption.
(3) Inclusionary affordable housing.

Table B-5
Property Tax Estimate
Power Station FIA

PA7-PA13

Land Use	Assumption / Factor		Total at Buildout (2023$)
Total Net New Assessed Value			**$1,927,736,985**
Property Tax	1.0%	Base Property Tax Rate	$19,277,370
General Fund Revenue	64.588206%	Allocation to General Fund (before EIFD)	$12,450,907
Tax Increment Allocation	58.252419%	to EIFD	$7,252,955
Net Revenue to General Fund	**41.747581%**	**to General Fund (1)**	**$5,197,953**

(1) The City has agreed to allocate the remaining 41.747581% of the City Share of Increment not constituting Allocated Tax Revenue on a conditional basis; the Conditional Tax Revenue is only available to (i) provide coverage for the EIFD Bonds and (ii) pay debt service on Bonds (but not other debt), issued by the EIFD, including replenishing debt service reserve funds for such Bonds, to the extent that Allocated Tax Revenue is not available for that purpose.

Table B-6
Property Tax In Lieu of VLF Estimate
Power Station FIA

PA7-PA13

Land Use	Total at Buildout (2023$)
Existing Citywide Property Tax in Lieu of Vehicle License Fee (VLF) (1)	$346,523,669
Citywide Assessed Value (2)	$325,063,645,179
Project Incremental Assessed Value	$1,927,736,982
Project Net Assessed Value Increase (3)	0.59%
Property Tax In Lieu of VLF Revenue (4)	**$2,055,002**
VLF Increase Per $1B AV	*$1,066,017.91*

(1) FY 2022-23 Citywide VLF recovered per Controller's Office Property Tax Manager.
(2) FY 2022-23 net total assessed value for VLF per Controller's Office Property Tax Manager.
(3) Calculated by dividing the new assessed value by citywide assessed value.
(4) Calculated by multiplying existing property tax in lieu of VLF by project net assessed value increase.

Table B-7
Property Transfer Tax Estimate
Power Station FIA

PA7-PA13

Land Use	Turnover Rate (1)	Average Annual Taxable Transactions	Transfer Tax Rate (2)	Total at Buildout (2023$)
Commercial Uses				
Office	5.0%	$0	6.00%	$0
R&D	5.0%	$27,826,499	6.00%	$1,669,590
Retail	5.0%	$1,925,242	6.00%	$115,515
PDR	5.0%	$5,095,455	6.00%	$305,727
Hotel	5.0%	$12,500,000	6.00%	$750,000
Residential Uses				
Market-Rate Rental (With Inclusionary) (3)	5.0%	$38,520,614	6.00%	$2,311,237
Market-Rate For-Sale	10.0%	$20,864,000	0.68%	$141,875
Below-Market-Rate Rental (80% AMI) (4)	5.0%	$0	6.00%	$0
Below-Market-Rate Rental (60% AMI) (4)	5.0%	$960,000	0.75%	$7,200
Property Transfer Tax Revenue		**$107,691,810**		**$5,301,144**

(1) EPS turnover rate assumptions are based on long-run averages. A turnover rate of 5.0 percent suggests that properties sell approximately once every 20 years. Similarly, a rate of 10.0 percent suggests that properties sell approximately once every 10 years. Annual transfer tax revenue ("total at buildout") is an expected value (or average) over time.

(2) Assumes all commercial real estate transactions will be over $25 million. Distinct land uses likely bundled for sale.

(3) Includes 110 units of inclusionary affordable housing at 70% AMI.

(4) Stand-alone BMR at 60% AMI and 80% AMI is valued at $240,000 and $695,000 per unit, respectively, for the purposes of the transfer tax revenue estimate.

Table B-8 *PA7-PA13*
Household Income and Retail Spending Potential
Power Station FIA

Item	Assumptions	Estimate (2023$)
Estimated Annual Household Income		
Rental Housing Households		
Market Rate	30% of income is Rent	$148,071
Below Market Rate (80% AMI) (1)	80% AMI	$88,675
Below Market Rate (70% AMI) (2)	70% AMI	$77,600
Below Market Rate (60% AMI) (1)	60% AMI	$66,500
For-Sale Housing Households (3)		
Market Rate	30% of income is Housing Costs	$215,434
Household Taxable Retail Spending (4)		
Households in Rental Housing		
Market Rate	22% of income	$32,447
Below Market Rate (80% AMI)	25% of income	$22,314
Below Market Rate (70% AMI)	30% of income	$22,896
Below Market Rate (60% AMI)	34% of income	$22,636
Households in For-Sale Housing		
Market Rate	17% of income	$37,567
Below Market Rate		N/A
Weighted Average Household Spending		**$30,800**

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

(1) Stand-alone below-market-rate housing units.
(2) Comprises 110 units of inclusionary affordable housing.
(3) Income estimate relies on typical mortgage financing and the assumption that housing costs represent 30 percent of gross household income.
(4) U.S. Bureau of Labor Statistics Consumer Expenditure Survey data for respective income groups.

Table B-9 *PA7-PA13*
Annual Sales Tax Revenue Estimate
Power Station FIA

Item	Assumptions / Factor		Total at Buildout (2023$)
Household Taxable Spending			
Annual Household Retail Spending Potential	$30,800	per household	$45,029,031
Net New Retail Sales Captured in San Francisco	80%	of retail expenditures	**$36,023,225**
Employee Taxable Spending			
Annual Worker Retail Spending Potential (1)	$25	per work day	$4,779
Net New Worker Taxable Spending in San Francisco (2)	100%	of retail expenditures	**$6,157,736**
Additional On-Site Taxable Sales			
New Retail Space (Sq.Ft.)			61,923
Gross Taxable Retail Sales	$500	per square foot	$30,961,500
Sales Net of Redistributed Sales in City (3)	80%	of total taxable sales	$24,769,200
Net New On-Site Taxable Sales (4)	49%	of net taxable sales	**$12,114,912**
Net New Taxable Retail Sales			**$54,295,873**
Total Sales Tax Revenue	1.0%	of taxable sales	**$542,959**

Sources: State Board of Equalization, ICSC Research Survey, U.S. Bureau of Labor Statistics

(1) Per-day spending from ICSC survey data. Calculation assumes four days per week for 48 weeks each year.
(2) Daytime spending estimate applied to office, R&D, and PDR employment.
(3) Assumes 20% of sales shift from existing retailers in the city.
(4) Reflects net sales after 30% capture of new resident and office worker sales accounted for above.

Table B-10 *PA7-PA13*
Transient Occupancy Tax Revenue Estimate
Power Station FIA

Item	Assumptions	Total at Buildout (2023$)
Hotel Rooms		0
Average Daily Room Charge	$550	
Average Occupancy	80%	
Average Annual Revenue		$0
Total TOT Revenue	14.0%	**$0**
TOT to General Fund	12.5%	**$0**
TOT to Arts & Culture (1)	1.50%	**$0**
	14.0%	

(1) 1.5% of the 14% TOT rate is dedicated to the arts.

Table B-11
Parking Tax Revenue Estimate
Power Station FIA

PA7-PA13

Item	Assumptions		Total at Buildout (2023$)
Commercial Off-Street Parking at Buildout (1)			1,577
Occupied Off-Street Parking	92.5%	average occupancy	1,459
Average Revenue Rates	$200	per space per month	$291,762
Gross Annual Parking Tax Revenue	12	months per year	$3,501,143
San Francisco Parking Tax Revenue	25.0%	of annual parking revenue	$875,286
Total Parking Tax Revenue to MTA	80.0%	of tax proceeds	$700,229
Total Parking Tax Revenue to General Fund	**20.0%**	**of tax proceeds**	**$175,057**

(1) Excludes 217 exiting parking spaces in PA13.

Table B-12
Other Revenue Estimates
Power Station FIA

PA7-PA13

Item	Allocation Factor		Project Characteristic		Total at Buildout (2023$)
Utility User Tax	$68	per service population	4,094	Service Population	$278,379
Gross Receipts Tax	$1,167	per Employee	1,550	Employees	$1,809,147
Business Registration	$49.68	per Employee	1,550	Employees	$77,003
Commercial Rents Tax (CRT) (1)	0.53%	on rental revenue	$35,191,052	per Year	$184,753
Total					**$2,349,282**

(1) General Fund allocation of CRT is 15% (15% of 3.5% = 0.53%); the remaining 85% (85% of 3.5% = 2.98%) is restricted revenue.

Table B-13
Commercial Rental Revenue Detail
Power Station FIA

PA7-PA13

Land Use	Development Program	Rentable Square Feet	Rental Rates	Total at Buildout (2023$)
Office	0 SF	0 SF	$6.50 per Rentable Sq.Ft.	$0
R&D	348,703 SF	348,703 SF	$7.00 per Rentable Sq.Ft.	$29,291,052
Retail (1)	61,923 SF	61,923 SF	*N/A* per Rentable Sq.Ft.	*exempt*
PDR	118,000 SF	118,000 SF	$4.17 per Rentable Sq.Ft.	$5,900,000
Total Annual Rental Revenue				**$35,191,052**
Gross Receipts Tax Revenue (2)			**3.5%**	**$1,231,687**
General Fund Allocation (3)				$184,753
Restricted Revenue (3)				$1,046,934

Source: Associate Capital

(1) Assumes retailers are tax-exempt, "non-formula" establishments.
(2) Includes General Fund and restricted revenues.
(3) CRT is allocated to General Fund (15% of total) and for restricted uses (85% of total).

Table B-14 *PA7-PA13*
Aggregate Discretionary Revenue (ADR) and Mandated Transfers with EIFD Power Station FIA

Aggregate Discretionary Revenue (ADR)		
Property Tax		$5,197,953
Property Tax In-Lieu of Vehicle License Fee		$2,055,002
Property Transfer Tax		$5,301,144
Transient Occupancy Tax Allocation to General Fund		$0
Sales Tax		$542,959
Parking Tax		$175,057
Gross Receipts Tax		$1,809,147
Business Registration Tax		$77,003
Utility User Tax		$278,379
Commercial Rents Tax		$184,753
Total		**$15,621,396**
General Fund Baseline Requirements		
MTA Fund	9.1900%	$1,435,606
Children's Services	8.7600%	$1,368,434
Library Preservation	2.2900%	$357,730
Street Tree	0.5154%	$80,513
Early Care and Education Baseline	2.1035%	$328,596
Housing Trust Fund	1.0931%	$170,757
Recreation and Parks	1.8887%	$295,041
Dignity Fund	1.3785%	$215,341
Student Success Fund	1.2148%	$189,769
Total Baseline Allocations	**28.4340%**	**$4,441,788**

Sources: City and County of San Francisco Controller's Office; Economic & Planning Systems, Inc.

Table B-15
FY2022-23 Expenditure Budget Summary and Service Cost Estimating Factors
Power Station FIA

PA7-PA13

Item	Allocated General Fund Expenses (FY2022-23)	Percent Variable (1)	Citywide Service Population (2)	Per Capita General Fund Expense	Project Population/ Service Population	Annual Service Cost Total at Buildout
General Fund Expense Factors						
Community Health	$1,162,956,000	25%	1,215,105 Service Pop.	$239	4,094	$979,493
Culture & Recreation	$197,596,000	25%	1,215,105 Service Pop.	$41	4,094	$166,424
General Administration & Finance	$338,055,000	25%	1,215,105 Service Pop.	$70	4,094	$284,725
General City Responsibilities	$226,931,000	25%	1,215,105 Service Pop.	$47	4,094	$191,131
Human Welfare & Neighborhood Development	$1,576,410,000	25%	1,215,105 Service Pop.	$324	4,094	$1,327,722
Public Protection						
Police	$622,273,000	100%	1,215,105 Service Pop.	$512	4,094	$2,096,423
Fire	$451,951,000	100%	1,215,105 Service Pop.	$372	4,094	$1,522,612
Other Public Protection	$601,577,000	25%	1,215,105 Service Pop.	$124	4,094	$506,675
Public Works, Transportation & Commerce	$262,733,000	90%	1,215,105 Service Pop.	$195	4,094	$796,627
Total	**$5,440,482,000**			**$1,923**		**$7,871,833**
MTA Fund Expense Factors						
Fund Expenses (3)	**$472,540,000**	**75%**	**1,587,455 Service Pop.**	**$223**	**4,869**	**$1,086,927**

Sources: City and County of San Francisco Budget and Appropriations Ordinance Fiscal Year Ending June 30, 2023 and Fiscal Year Ending June 30, 2024; EPS

(1) Percentage of costs that are population-dependent, as opposed to fixed costs or costs recovered through fees or charges. EPS assumptions.
(2) Assumes an employee service burden of 100 percent for MTA and 50 percent for all municipal cost categories.
(3) Reflects General Fund portion of MTA annual budget. Analysis assumes other MTA funding sources will increase proportionally with General Fund monies. Service population assumes per-capita resident and worker demand for service is similar and is calculated as project residents plus project employees (i.e., no downward weight is applied to workers).

Table B-16
Public Works Street Maintenance Cost Estimate
Power Station FIA

PA7-PA13

Street Reconstruction Element (1)	Roadway Area (Sq.Ft.)	Street Reconstruction Cost (2)		Service Life (Years)	Annual Street Maintenance Cost	
		Per Sq.Ft.	Total		Per Sq.Ft.	Total
8" Portland Cement Concrete Under Slab	159,670	$12.00	$1,916,040	15	$0.80	$127,736
4" Asphalt Concrete Slab		$5.00	$798,350	10	$0.50	$79,835
Total (3)			**$2,714,390**			**$207,571**

Sources: Associate Capital

(1) Roadway design calls for asphalt paving slab over concrete base.

(2) Concrete unit rates and paving unit rates are based on contracts for the Phase 1 Street Improvement Plan (2023).

(3) Maintenance costs are included within Public Works cost estimates provided in **Table 15.** It is anticipated that these roadways and associated ongoing costs commence in early phases of the Project.

Table B-17 *PA7-PA13*
MTA Fund Fiscal Impact Analysis
Power Station FIA

Annual MTA Fund Revenues (1)	
ADR Accruing to the General Fund	$15,621,396
Baseline Allocation to MTA	9.19%
Fund Revenue Attributable to Project	**$1,435,606**
Annual MTA Fund Expenses (2)	
MTA General Fund Support (3)	$472,540,000
Variable GF Support (75%)	$354,405,000
Service Population Citywide (4)	1,587,455
Per-Capita Variable General Fund Support	$223
Project Service Population	4,869
Annual MTA Fund Expenses	**$1,086,927**
Net Impact on the MTA Fund	**$348,679**

(1) MTA revenues are estimated based on the baseline transfer of General Fund monies to MTA attributable to the Project.
(2) MTA expenses estimate the variable General Fund support to the MTA budget that is required to provide services to the Project service population.
(3) MTA 2022-23 Adopted budget; Revenue by Source.
(4) MTA service population calculated as unweighted resident and worker populations combined.

Table B-18 *PA7-PA13*
San Francisco Population, Employment, and Service Population
Power Station FIA

Item	Amount	Sources
Housing Units	415,316	DOF Jan 1, 2022 Estimate
Occupied Households	378,316	DOF Jan 1, 2022 Estimate
Population	842,754	DOF Jan 1, 2022 Estimate
Persons/Household	2.14	DOF Jan 1, 2022 Estimate
Employment	744,701	2020 ACS 5-Year Estimate
Service Population [1]	1,215,105	DOF 2022 / ACS

Sources: U.S. Census Bureau, CA Dept. of Finance

(1) Daytime population is calculated by adding total residential population and half of total employment. No weighting is used for MTA service population.

ATTACHMENT 2

FORM OF ACQUISITION AND FINANCING AGREEMENT

EIFD ACQUISITION AND FINANCING AGREEMENT
(POWER STATION)

by and among

CITY AND COUNTY OF SAN FRANCISCO,
a public body, corporate and politic, of the State of California,

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company,

and

SAN FRANCISCO
ENHANCED INFRASTRUCTURE FINANCING DISTRICT NO. 1
(POWER STATION),
a legally constituted governmental entity

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Exhibit A Description of EIFD Improvements to Be Financed for the Project

Exhibit B Description of EIFD Improvements, with Cost Estimates

Exhibit C Form of Payment Request – Acquisition Facilities and Components

Exhibit C-1 Acquisition Facilities and Components to Which Payment Request Applies

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Exhibit D Form of Payment Request – Privately-Owned Facilities and Components

Exhibit D-1 Privately-Owned Facilities and Components to Which Payment Request Applies

Exhibit D-2 Calculation of Actual Cost

Exhibit E Contracting Provisions in the Development Agreement

Exhibit F Potential Change of Work form

EIFD ACQUISITION AND FINANCING AGREEMENT
(POWER STATION)

This EIFD ACQUISITION AND FINANCING AGREEMENT (POWER STATION) (including any Supplement, this "**Agreement**"), dated for reference purposes only as of March 28, 2024, is by and among City, EIFD, and Developer. As used in this Agreement, capitalized terms used herein have the meanings given to them in Article 9. Capitalized terms used but not otherwise defined in Article 9 have the meanings given to them in the Development Agreement.

RECITALS

A. Financing Plan. The City and Developer have entered into the Development Agreement, to establish the contractual framework for mutual cooperation necessary to implement the Project.

Under the Development Agreement and the EIFD Law, the City agrees to acquire and reimburse the Actual Costs of Qualified EIFD Improvements; Qualified EIFD Improvements include both Acquisition Facilities and Privately-Owned Facilities that are of community-wide significance.

Under the Development Agreement and Chapter 43, Article X of the San Francisco Administrative Code, the City, and the Developer are concurrently entering into the CFD Acquisition and Reimbursement Agreement under which the City agrees to acquire authorized improvements and reimburse Qualified Project Costs (as defined therein). Many of the EIFD Improvements eligible to be funded by EIFD Funding Sources pursuant to this Agreement are also eligible to be funded by CFD Funding Sources pursuant to the CFD Acquisition and Reimbursement Agreement. For those facilities that are eligible to be financed by both the EIFD and the CFD, the Developer may utilize either or both of the CFD Funding Sources and the EIFD Funding Sources to finance such facilities, provided that the same costs are not financed by both sources (i.e., no double-dipping). In requisitioning for the reimbursement of Actual Costs of EIFD Improvements that may be financed by both the EIFD and the CFD, the Developer may identify both EIFD Funding Sources and CFD Funding Sources as potential sources of funding (i.e., the Developer does not have to specify the source of reimbursement until such time as EIFD Funding Sources and/or CFD Funding Sources are available to satisfy the applicable Payment Request).

B. Purpose of this Agreement. In accordance with the EIFD Law and the IFP, this Agreement describes the procedures by which, at Developer's request, (i) the City will acquire Acquisition Facilities and verify the related Actual Costs and (ii) the City will verify the Actual Costs of Privately-Owned Facilities and Components to be reimbursed to the Developer, and (iii) the EIFD will pay the Actual Costs of Acquisition Facilities and reimburse the Actual Costs of Privately-Owned Facilities and Components with the EIFD Funding Sources. The City has allocated Allocated Tax Revenue and Conditional Tax Revenue to the EIFD for the purposes specified in the IFP. Under the EIFD Law, the sole purpose of the EIFD is to finance the public facilities and other projects specified in the IFP.

C. Acknowledgements. The City, the EIFD, and Developer acknowledge the following:

(1) Developer may construct EIFD Improvements before EIFD Bond proceeds and Allocated Tax Revenue (together, "**EIFD Funding Sources**") that will be used to acquire them or pay the Actual Costs of related Qualified EIFD Improvements, as applicable, are available.

(2) The City shall inspect such improvements and process Payment Requests even if EIFD Funding Sources for the amount of pending Payment Requests are not then sufficient to satisfy them in full.

(3) Acquisition Facilities to be acquired by the City or other Governmental Entity may be conveyed to and accepted by the City or other Governmental Entity before the applicable Payment Requests are paid in full. Likewise, Privately-Owned Facilities may be conveyed to the owner thereof before the applicable Payment Requests are paid in full.

(4) The unpaid balance of applicable Payment Requests shall be paid by the EIFD when sufficient EIFD Funding Sources become available, whether or not at such time the City, or other Governmental Entity, or other Person has accepted the relevant improvements, and such payments may be made: (A) in any number of installments as EIFD Funding Sources become available; (B) irrespective of the length of time payment is deferred; and (C) except with respect to the final payment for any Acquisition Facility to be acquired by the City or any other Governmental Entity, prior to formal acceptance by the City or the Governmental Entity of the Acquisition Facility that are the subject of such Payment Requests.

(5) Developer's conveyance or dedication of Acquisition Facilities to the City or other Governmental Entity before the availability of EIFD Funding Sources to acquire such Acquisition Facilities is not a dedication or gift or a waiver of Developer's right to payment of such Acquisition Facilities under the Financing Plan or this Agreement. Likewise, Developer's conveyance or dedication of Privately-Owned Facilities to the applicable Person before the availability of EIFD Funding Sources to reimburse for such Privately-Owned Facilities is not a dedication or gift or a waiver of Developer's right to payment of such Privately-Owned Facilities under the Financing Plan or this Agreement.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Developer, the EIFD, and the City hereby agree as follows:

ARTICLE 1
FUNDING

1.1 Use of EIFD Funding Sources. This Agreement: (a) implements (and is subject to all limitations of) the allocation by the City to the EIFD of the Allocated Tax Revenue and the authorized use by the EIFD of the Allocated Tax Revenue, each as set forth in the IFP; (b) will become effective on the full execution and delivery of this Agreement (the "**Effective Date**"); and (c) describes the procedures by which, at Developer's request, the EIFD will use available EIFD Funding Sources to make payments to Developer for the Actual Costs of the EIFD Improvements.

1.2 Exhibit A and Supplements to Exhibit A. The Parties intend Exhibit A to be a complete list of all items eligible and intended to be financed by EIFD Funding Sources under this Agreement. Exhibit A sets forth: (a) reasonably detailed descriptions of all of the Acquisition Facilities; and (b) reasonably detailed descriptions of all of the Privately-Owned Facilities. At any time, Developer may submit proposed Supplements to Exhibit A for review in accordance with Section 1.4 that describe in reasonable detail any proposed revisions or additions to the Acquisition Facilities and Privately-Owned Facilities.

1.3 Exhibit B and Supplements to Exhibit B. The Parties intend Exhibit B to be a refinement of Exhibit A as the Parties obtain more information about the Acquisition Facilities and Privately-Owned Facilities for which construction contracts have been executed, and the estimated Actual Costs that are to be reimbursed under this Agreement. Exhibit B shall initially include all Qualified EIFD Improvements that are the subject of construction contracts executed as of the Effective Date of this Agreement and their estimated Actual Costs. Exhibit B shall include costs specific to Acquisition Facilities and Privately-Owned Facilities based on an executed contract or permit (e.g., street improvement permit, demolition permit, building permit et al.) and all other estimated Actual Costs of the Acquisition Facilities and Privately-Owned Facilities that may or may not be subject to a construction contract, with an explanatory note as to which estimated Actual Costs are not subject to a construction contract and how the related work will be performed. The City and County of San Francisco Department of Public Works (the "**Department of Public Works**") will be the lead City agency to facilitate coordinated review of the Project in accordance with the MOU and will assist the City as provided under this Agreement. With respect to Qualified EIFD Improvements other than Inclusionary Units and 100% Affordable Housing Projects, the Department of Public Works will be the lead City agency responsible for review and verification of the Actual Costs of Acquisition Facilities (or Components thereof) or Privately-Owned Facilities (or Components thereof) listed in Exhibit B in accordance with the MOU, and MOHCD will be responsible for the review and verification of the Actual Costs of Inclusionary Units and 100% Affordable Housing Projects. Upon completion of its review, MOHCD will submit to the Department of Public Works a written summary of its review and evaluation signed by the MOHCD Director (or his designee); no further review shall be required by MOHCD in connection with the submission by the Developer of a Payment Request related to Inclusionary Units and 100% Affordable Housing Projects as long as the Payment Request is consistent with the Third Party cost certification or audit provided pursuant to Section 5.3(c)(iv) hereof. The parties understand and agree that any costs identified on Exhibit B are estimates only and shall not limit the payment of the Actual Costs in any way (i.e., such amounts are not budgets, but only estimates).

At any time, Developer may submit proposed Supplements to Exhibit B for review in accordance with Section 1.4 that: (a) describe and provide detail on all or any portion of the Acquisition Facilities set forth on Exhibit A for which construction contracts have been executed, including the identification and detail of any Components of the Acquisition Facilities; (b) provide estimates of the Actual Costs of all or any portion of the Acquisition Facilities set forth on Exhibit A for which construction contracts have been executed, including of any Components thereof; (c) describe and provide detail on all or any portion of the Privately-Owned Facilities set forth on Exhibit A for which construction contracts have been executed, including the identification and detail of any Components of the Privately-Owned Facilities (other than affordable housing); (d) provide estimates of the Actual Costs of all or any portion of the Privately-

Owned Facilities for which construction contracts have been executed, including of any Components thereof; and (e) otherwise update or modify any other information in Exhibit B. The Parties agree that the EIFD will not be obligated to pay Developer for the Actual Costs of an Acquisition Facility (or Component thereof) or a Privately-Owned Facility (or Component thereof) under this Agreement unless such Acquisition Facility (or Component thereof) or Privately-Owned Facility (or Component thereof) is set forth on Exhibit B.

1.4 Review and Approval of Supplements. The Department of Public Works will review and verify the Actual Costs of Acquisition Facilities (or Components thereof) or Privately-Owned Facilities (or Components thereof) other than Inclusionary Units and 100% Affordable Housing Projects contained in any Supplements submitted under this Agreement, and MOHCD will review and verify the Actual Costs of Inclusionary Units and 100% Affordable Housing Projects contained in any Supplements submitted under this Agreement, in each case subject to the following:

(a) Upon Developer's written request, the Department of Public Works or MOHCD, as applicable, will meet with representatives of Developer to establish acceptable contents of any Supplements to Exhibit A or Exhibit B. Subject to subsection (b) below, the Department of Public Works or MOHCD, as applicable, will make reasonable efforts to accept or object in writing to all or any portion of the proposed Supplement within thirty (30) calendar days after receipt of a proposed Supplement submitted with Developer's written request for review and approval. Developer may resubmit any proposed Supplement to which the Department of Public Works or MOHCD, as applicable, has timely objected, and the Department of Public Works or MOHCD, as applicable, will have thirty (30) calendar days to review any resubmitted proposed Supplement. The term "**Supplement Review Period**" as used in this Agreement will mean the applicable period specified above in this Section 1.4(a).

(b) The Department of Public Works or MOHCD, as applicable, will only be required to review a proposed Supplement after it is complete and contains all of the information set forth in Section 1.2, Section 1.3 or Section 1.4, as applicable, and any supporting materials reasonably requested in writing by the Department of Public Works or MOHCD, as applicable, in connection with the proposed Supplement. Proposed Supplements for Inclusionary Units and 100% Affordable Housing Projects shall, in addition to the information set forth in Section 1.3, include as supporting materials (i) an estimate of proposed sources and uses, (ii) copies of any applications submitted for local, State or Federal grant or loan financing, (iii) a copy of (A) the Notice of Special Restrictions and (B) if the Notice of Special Restrictions does not evidence compliance with the EIFD Law, a covenant or restriction recorded in the real property records evidencing compliance with the EIFD Law, and (iv) the most detailed currently available set of building Plans. Proposed Supplements for 100% Affordable Housing Projects shall also include as supporting material a copy of the Affordable Housing Conveyance Agreement and an estimate of projected operating cash flow at stabilization. The Supplement Review Period will be tolled as to a Supplement for which the Department of Public Works or MOHCD, as applicable, has reasonably requested additional information or materials, until such requested information or materials have been provided to the Department of Public Works or MOHCD, as applicable. Within the Supplement Review Period, as it may be tolled under this Section 1.4(b), the Department of Public Works or MOHCD, as applicable, will send a notice of Approval or disapproval to Developer. Any notice of disapproval must state with specificity the Department of

Public Works' or MOHCD's, as applicable, grounds for disapproval, which must be made in good faith and will be limited to the following:

(i) For disapproval of a proposed Supplement to Exhibit A: (A) a proposed Acquisition Facility or Privately-Owned Facility is not contemplated to be financed by the Development Agreement (including the Financing Plan); or (B) a proposed Acquisition Facility or Privately-Owned Facility is not eligible to be financed under the IFP, the Governing Acts, the Development Agreement, or this Agreement.

(ii) For disapproval of a proposed Supplement to Exhibit B: (A) the specified Acquisition Facilities or Privately-Owned Facilities are not listed on Exhibit A; (B) the specified Inclusionary Units or 100% Affordable Housing Projects do not comply with the Housing Plan or Section 5.5 of this Agreement; (C) the Actual Costs (less Third Party Reimbursements) of the specified Inclusionary Units or 100% Affordable Housing Project exceed the amounts set forth in the project completion audit or cost certification required by Section 4.2(d); (D) the Actual Cost, including any costs allocated pursuant to Section 5.3(d), of the specified Inclusionary Units exceeds the cost of an equal number of market rate units within the same mixed-income residential building; or (E) specified Components are not components of the Acquisition Facilities or Privately-Owned Facilities listed on Exhibit A.

(c) Any proposed Supplement approved in accordance with this Section 1.4 will be made a part of Exhibit A or Exhibit B, as applicable, without further approval of the City.

(d) In addition to the requirements set forth in this Section 1.4, the Department of Public Works and Developer agree to form a Review Panel consisting of up to three members from the City (including its project managers from the Department of Public Works and the Office of Economic and Workforce Development), and up to three members from the Developer (including its construction manager(s)). Each of the Developer and the Public Works Director may invite representatives of MOHCD to participate in weekly working meetings. The purpose of the Review Panel is to conduct (up to) weekly working meetings to review, before they are submitted to the Department of Public Works or MOHCD, as applicable, proposed Exhibit B Supplements and any proposed change orders. The Review Panel will use good faith efforts to resolve issues with proposed Exhibit B Supplements and change orders before they are submitted to the Department of Public Works or MOHCD, as applicable, and conduct well-organized review meetings. In addition, if requested to do so by Developer, the Review Panel shall discuss any failures of the City described in Section 8.2 and use good faith efforts to resolve any existing failures and avoid future failures.

1.5 EIFD Funding Sources.

(a) The EIFD will not be obligated to pay all or any part of the Actual Cost of an Acquisition Facility (or Component thereof) or a Privately-Owned Facility (or Component thereof) under this Agreement except from EIFD Funding Sources or any other sources that are mutually agreed to by the City, the EIFD, and Developer. Except for the Allocated Tax Revenue and the Conditional Tax Revenue (to the limited extent described in the IFP) that the City has allocated to the EIFD pursuant to the EIFD Law, unless otherwise agreed to in writing by

the parties, in no circumstances shall the City's General Fund, credit, taxing power or revenues other than the EIFD Funding Sources be pledged or be available to pay all or any part of the Actual Cost of an Acquisition Facility (or Component thereof) or a Privately-Owned Facility (or Component thereof), nor shall the EIFD have any liability to pay all or any part of the Actual Cost of an Acquisition Facility (or Component thereof) or a Privately-Owned Facility (or Component thereof) if the Acquisition Facility (or Component thereof) or a Privately-Owned Facility (or Component thereof) is determined by the City to be ineligible to be financed under the Governing Acts, even if the City or the Department of Public Works or MOHCD, as applicable, did not object to the Payment Request or Supplement listing it on the grounds of ineligibility.

(b) Developer acknowledges that if the City, the EIFD, and Developer agree to issue escrow bonds as part of an issuance of EIFD Bonds and funds are deposited in an escrow fund, escrowed amounts will become EIFD Funding Sources: (i) only after satisfaction of all escrow requirements and release from the escrow fund; and (ii) in the amounts specified in the applicable Indenture. The EIFD agrees to take all reasonable actions necessary to cause the satisfaction of all the conditions to the release of funds from an escrow fund.

(c) Neither the City nor the EIFD make any warranty, express or implied, that EIFD Funding Sources will be sufficient to pay for all of the EIFD Improvements. Other than as contemplated by the EIFD Funding Sources or as otherwise agreed to in writing by the parties, in no circumstances shall the City's credit, taxing power or General Fund or any revenues other than the EIFD Funding Sources be pledged to or be available to pay all or any part of the Actual Cost of the EIFD Improvements.

1.6 Issuance of EIFD Bonds.

(a) EIFD Bonds will not be issued by the EIFD except upon the written request of the Developer made to the EIFD and the City. The proceeds of each series of EIFD Bonds shall be deposited, held, invested, reinvested, and disbursed as provided in the Indenture, subject to compliance with the IFP and this Agreement. Other than payment of EIFD administrative costs, the net proceeds of the EIFD Bonds (after paying costs of issuance and capitalized interest and establishing debt service reserve funds) shall be used to finance the Actual Cost of EIFD Improvements.

(b) The City shall allocate the Conditional Tax Revenue to the EIFD to provide debt service coverage for the EIFD Bonds, and the Conditional Tax Revenue will only be available for the limited purpose of paying debt service on the EIFD Bonds and replenishing any reserve funds for the EIFD Bonds in the event that Allocated Tax Revenue is insufficient for that purpose. After first paying or setting aside amounts needed for debt service due during such Fiscal Year on the EIFD Bonds secured by or payable from Allocated Tax Revenue and replenishing any reserve funds for the EIFD Bonds, the EIFD shall repay the City out of the Allocated Tax Revenue for any Conditional Tax Revenue actually used to pay debt service on EIFD Bonds as set forth in the IFP, plus interest as provided herein. After the Conditional Tax Revenue so used is repaid in full, then any Allocated Tax Revenue remaining shall be reserved for and/or applied to finance the Qualified EIFD Improvements.

(c) Prior to requesting the issuance of EIFD Bonds, the Developer will consult with the City's Controller (or the Controller's designee). The Controller will recommend that the Board of Supervisors approve an issue of EIFD Bonds if the Controller has determined that (1) the issue will be consistent with sound municipal financing practices, (2) the issue will be consistent with the EIFD Law, the IFP and the Financing Plan, and (3) the City is assured, to its reasonable satisfaction, based on actual and projected reasonably foreseeable economic conditions that could have an impact on the assessed value of the property in the EIFD, that the EIFD Bonds are structured in a manner that (A) mitigates any potential material risk that the EIFD could default in the payment of debt service on the EIFD Bonds and (B) provides reasonable assurance to the City that that the Conditional Tax Revenue would likely to be available to the City's General Fund and unlikely to be needed to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds.

(d) The Board of Supervisors will consider all requests to approve the issuance of EIFD Bonds in accordance with its customary practices based on the record before it, which shall include the Controller's recommendation and a description of the requirements of the Financing Plan.

(e) In addition to federally tax-exempt EIFD Bonds, at the request of the Developer, the EIFD shall consider the issuance of one or more series of federally taxable EIFD Bonds to finance the Actual Cost of any EIFD Improvements that cannot be financed on a federally tax-exempt basis.

(f) Upon any such request by the Developer to issue EIFD Bonds, the EIFD shall utilize and consult with the City's Office of Public Finance as to the timing, parameters, and terms of any EIFD Bonds consistent with this Agreement. The City has informed the EIFD and the Developer that the Office of Public Finance will provide those services to the EIFD for the term of the EIFD.

1.7 Deposits of EIFD Funding Sources.

(a) The proceeds of any EIFD Bonds will be deposited, held, invested, reinvested, and disbursed as provided in the respective Indenture, all in a manner consistent with the Financing Plan and this Agreement. The portion of the proceeds of any EIFD Bonds that is used to fund reserves for debt service, to capitalize interest on the EIFD Bonds, and to pay costs of issuance and administration will not constitute EIFD Funding Sources.

(b) Pursuant to the Financing Plan and the IFP, the Allocated Tax Revenue generated from the property in the EIFD may be deposited and held in, and invested, reinvested, and disbursed to finance EIFD Improvements.

(c) Developer agrees that the EIFD alone will direct the investment of EIFD Funding Sources in accordance with the EIFD's investment policy and all applicable laws and the applicable Indenture. The EIFD will have no responsibility to Developer with respect to any investment of EIFD Funding Sources before their use under this Agreement, including any loss of all or a portion of the principal invested or any penalty for liquidation of an investment so long as the investments were made in accordance with the EIFD's investment policy and all

applicable laws and the applicable Indenture, even if a loss diminishes the amount of available EIFD Funding Sources.

1.8 Payment of Certain Costs. The City, the EIFD, and Developer agree that certain professional and consulting costs that Developer, the City and the EIFD incur in connection with the formation of the EIFD and the issuance of EIFD Bonds will be financed with proceeds of the EIFD Bonds or Allocated Tax Revenue to the extent permitted by the EIFD Law.

ARTICLE 2
CONSTRUCTION OF ACQUISITION FACILITIES AND PRIVATELY-OWNED FACILITIES

2.1 Plan Documents. Developer will prepare and obtain approval by each applicable Governmental Entity of all Plans for the Acquisition Facilities and Privately-Owned Facilities in accordance with, and at the times necessary to comply with the provisions of the Development Agreement.

2.2 Obligation to Construct Acquisition Facilities and Privately-Owned Facilities. Developer's obligation to construct the Acquisition Facilities and the Privately-Owned Facilities is governed by the Development Agreement. This Agreement does not create an obligation to construct any Acquisition Facility or Privately-Owned Facility. This Article 2 applies only to those Acquisition Facilities or Privately-Owned Facilities for which Developer seeks the payment of the Actual Costs under this Agreement.

2.3 Relationship to Public Works Contracting Requirements.

(a) This Agreement provides for the acquisition of the Acquisition Facilities (or Component thereof) and reimbursement of the Actual Costs of Privately-Owned Facilities (or Component thereof) from time to time from EIFD Funding Sources and is not intended as a public works contract. The Parties acknowledge and agree that the Acquisition Facilities and Privately-Owned Facilities are of local, and not state-wide, concern, and that the provisions of the California Public Contract Code do not apply to the construction of the Acquisition Facilities or Privately-Owned Facilities. The City, the EIFD, and Developer further acknowledge and agree that any public works contracting requirements of the City are not applicable to the construction and acquisition of the Acquisition Facilities or Privately-Owned Facilities. Nothing in this Section 2.3(a) shall limit or alter the requirements of the Development Agreement, including without limitation, the payment of prevailing wages as set forth in the Development Agreement. Notwithstanding the foregoing, the Developer acknowledges that EIFD Funding Sources can only pay for the Actual Costs of Acquisition Facilities or Privately-Owned Facilities where prevailing wages were paid.

(b) Developer will utilize its business judgment to solicit proposals and award contracts in the manner it deems most suited to achieving the lowest Actual Costs from qualified and responsible contractors for each EIFD Improvement. Such methods may vary depending upon the nature of the work and the EIFD Improvement and may include the solicitation of competitive bids from qualified contractors for hard costs. Developer agrees to award all

contracts and execute all contract change orders for construction of the Acquisition Facilities and Privately-Owned Facilities in accordance with the Development Agreement requirements, which are set forth in Exhibit E attached hereto. Developer agrees to provide copies of all executed contracts and contract change orders to the Department of Public Works or MOHCD, as applicable, along with a written summary of the process by which the Developer solicited proposals and awarded contracts.

(c) Developer shall be responsible for entering into all change orders required for the construction of the EIFD Improvements. Developer shall make reasonable efforts to submit change work order documentation to the Review Panel created pursuant to Section 1.4(d) accompanied by a Potential Change of Work ("**PCOW**") form to confirm funding eligibility and to obtain City acknowledgment prior to implementing changes. The City shall make reasonable efforts to review the PCOW for courtesy concurrence within five (5) business days, but such review and courtesy concurrence shall not constitute an approval for reimbursement. The form of PCOW is attached hereto as Exhibit F. The parties acknowledge that Developer may under certain circumstances need to cause the contractor to commence implementing such changes in the field prior to the review of the PCOW by the Review Panel; in such event, the Developer shall submit the change work order documentation accompanied by a PCOW to the City immediately after the work has commenced for courtesy concurrence by the City within five (5) business days (which courtesy concurrence shall not constitute an approval for reimbursement). To the extent that a PCOW has been submitted and acknowledged by the Review Panel, the Developer shall submit a copy of such PCOW when requisitioning for the Actual Costs of the work that was the subject of the PCOW.

(d) From time to time at the request of the City, representatives of Developer must meet and confer with the City, Department of Public Works staff and MOHCD staff, as applicable, consultants, and contractors regarding matters arising under this Agreement with respect to the Acquisition Facilities or Privately-Owned Facilities, and the progress in constructing and acquiring the same, and as to any other matter related to the Acquisition Facilities or Privately-Owned Facilities, or this Agreement. The City, Department of Public Works staff and MOHCD staff, as applicable, will have the right: (i) to attend (and at the request of Developer will attend) meetings between Developer and its contractors relating to the Acquisition Facilities and Privately-Owned Facilities; and (ii) to meet and confer with individual contractors and Developer if deemed advisable by the City to resolve disputes or ensure the proper completion of the Acquisition Facilities and Privately-Owned Facilities.

Developer will not enter into contracts for Acquisition Facilities or Privately-Owned Facilities with suspended or debarred contractors. A current list of such contractors can be found on the City's website: https://sf.gov/resource/2022/suspended-and-debarred-contractors#. In addition, Developer will, to the extent it is legally permitted to and may do so without penalty to the Developer, terminate contracts for Acquisition Facilities or Privately-Owned Facilities with contractors that were suspended or debarred after the contracts were executed. City will not approve financing for costs of Acquisition Facilities or Privately-Owned Facilities where the work was performed by a suspended or debarred contractor to the extent work was performed after the contractor was suspended or debarred and it was legally permitted for the Developer to terminate the contract without penalty to the Developer.

2.4 Independent Contractor.

(a) In performing under this Agreement, Developer is an independent contractor and not the agent or employee of the City or the EIFD. Except as otherwise provided in this Agreement, the EIFD will not be responsible for making any payments to any contractor, subcontractor, agent, consultant, employee, or supplier of Developer.

(b) The City has determined that it would obtain no advantage by directly undertaking the construction of the Acquisition Facilities or the Privately-Owned Facilities.

ARTICLE 3
ACQUISITION AND PAYMENT OF ACQUISITION FACILITIES AND COMPONENTS

3.1 Inspection.

(a) This Article 3 applies only to those Acquisition Facilities and Components for which Developer seeks the payment of Actual Costs under this Agreement. This Article 3 does not apply to Privately-Owned Facilities or Components thereof. The City and the Developer agree that nothing in this Agreement is intended to supersede or replace the process of construction, inspection and acceptance of the Acquisition Facilities set forth in any applicable Public Improvement Agreement.

(b) Except as set forth in Section 3.3, the EIFD will not be obligated to pay the Actual Costs of Acquisition Facilities or Components under this Agreement to Developer until the applicable Acquisition Facility or Component has been inspected and determined in writing by the Director of Public Works to be Ready for Payment. Subject to Section 3.3 herein, for purposes of clarification, for a Component that is dependent on the completion of other Components to actually be operational, the term "ready for intended use" (as such term is used in the definition of "Ready for Payment") means only that the Component has been constructed in accordance with the applicable Plans and is capable of being operational when the other Components are completed.

(c) For Acquisition Facilities and Components to be acquired by the City, the Director of Public Works will make a reasonable effort to arrange for the inspection to commence within five (5) Business Days following receipt of Developer's written request to inspect Acquisition Facilities or Components that Developer believes in good faith are Ready for Payment (the "**Inspection Request**"). Within the five (5) Business Days time period discussed above, the applicable City agencies will make a reasonable effort to schedule the requested inspection to occur within fourteen (14) calendar days but in any event not to exceed twenty-one (21) calendar days from the date of receipt of the Inspection Request. Within five (5) Business Days following the completion of the inspection, the Director of Public Works shall notify Developer and the EIFD of the results of the inspection by providing an Acquisition Facility Completion Confirmation or by providing a punch list of items to be corrected.

3.2 Agreement to Sell and Purchase Acquisition Facilities. Developer agrees to sell Acquisition Facilities and Components to the City or other Governmental Entity(ies), and

the EIFD agrees to use available EIFD Funding Sources to pay the Actual Cost of the Acquisition Facilities and Components to Developer, subject to this Agreement and the Financing Plan.

3.3 Component Financing.

(a) This Agreement authorizes the purchase of a Component of an Acquisition Facility where such Acquisition Facility has an estimated cost of up to one million dollars ($1,000,000), but only if the Component is capable of serviceable use as determined by the Department of Public Works. Subject to the availability of EIFD Funding Sources, the City agrees to pay to Developer the Actual Costs of such Components under this Section 3.3(a) before: (i) completion of the Acquisition Facility of which the Component is a part (unless it is the final Component of an Acquisition Facility); or (ii) the transfer to the City or other Governmental Entity of title to the Acquisition Facility and the property underlying the applicable Component. A reasonably detailed description and estimated Actual Cost of each Component to be financed under this Section 3.3(a) must be listed on Exhibit B (either originally or through an approved Supplement).

(b) If the estimated cost of an Acquisition Facility exceeds one million dollars ($1,000,000), this Agreement authorizes the purchase of Components whether or not the Components are capable of serviceable use. Subject to the availability of EIFD Funding Sources, the EIFD agrees to pay to Developer the Actual Costs of such Components under this Section 3.3(b) before: (i) completion of the Acquisition Facility of which the Component is a part (unless it is the final Component of an Acquisition Facility); or (ii) the transfer to the City or other Governmental Entity of title to the Acquisition Facility and the property underlying the Component. A reasonably detailed description and estimated Actual Cost of each Component to be financed under this Section 3.3(b) must be listed on Exhibit B (either originally or through an approved Supplement). As used in this Agreement, the term Component means:

(i) segments of Acquisition Facilities (e.g., a segment of a water line); or

(ii) incremental completion of an Acquisition Facility (i.e., progress payments).

(c) Payment of Soft Costs. Soft costs may be paid as part of the Actual Cost of any Component. In addition, soft costs for more than one Acquisition Facility may be submitted for approval as they occur in advance of construction of such Acquisition Facility provided that the soft costs apply to an Acquisition Facility or Component listed in Exhibit A or Exhibit B.

(d) Developer acknowledges that the City or other Governmental Entity, as applicable, will not be obligated to accept an Acquisition Facility of which a Component is a part until the entire Acquisition Facility has been constructed and determined to be Complete as required under the Development Agreement. The City and EIFD acknowledge that a Component does not have to be accepted by the City or other Governmental Entity as a condition precedent to the payment of the Actual Costs of the Component.

(e) The procedures for payment of the Actual Cost of a Component described in this Section 3.3 will be governed by Article 4.

3.4 Defective or Nonconforming Work. If the Director of Public Works finds any of the work done or materials furnished for an Acquisition Facility or Component to be defective or not in conformance with the applicable Plans and the Applicable Standards and such finding is made: (a) prior to payment of the Actual Costs of such Acquisition Facility or Component, the EIFD may withhold the applicable payment until such defect or nonconformance is corrected to the satisfaction of the Director of Public Works; or (b) after payment of the Actual Costs of such Acquisition Facility or Component, then the Development Agreement will govern cure rights and obligations.

3.5 Conveyance of Land, Title. The transfer of, maintenance of, and right of entry with respect to all land on, in, or over which any of the Acquisition Facilities will be located will be governed by the Development Agreement and the Applicable Standards.

ARTICLE 4
PAYMENT REQUESTS FOR ACQUISITION FACILITIES AND COMPONENTS

4.1 Payment Requests. This Article 4 applies only to those Acquisition Facilities and Components for which Developer seeks the payment of Actual Costs under this Agreement. Except as set forth in Section 5.4 herein, this Article 4 does not apply to Privately-Owned Facilities (or Components thereof).

(a) To initiate the process for payment of the Actual Cost of an Acquisition Facility or Component, Developer must deliver to the Director of Public Works a Payment Request in the form of Exhibit C that contains all relevant information, including the Identified Funding Sources that are eligible to be used to pay it, together with all required supporting documents, attachments, and exhibits, all in an organized manner. Required attachments include:

(i) a copy of the Acquisition Facility Completion Confirmation; and

(ii) Proof of Payment evidencing that the Actual Costs were previously incurred and, if applicable, paid, for the Acquisition Facility or Component.

(b) In addition to those items listed in Section 4.1(a) above, any Payment Request for a Component must be supported by the following documentation:

(i) a completed copy of Exhibit C-1 specifying each contractor, subcontractor, materialman, and other Person with whom Developer or its contractor has entered into contracts or contract change orders with respect to any Component included in the Payment Request and, for each of them: (A) the amount of each such contract; and (B) the amount of the requested Actual Cost attributable to each specific contractor, subcontractor, materialman, and other Person; and

(ii) duly executed unconditional or conditional lien releases and waivers (in the applicable form provided in Calif. Civil Code § 3262) from all contractors, subcontractors, materialmen, consultants, and other Persons retained by Developer in connection with the Component, under which each such Person unconditionally or conditionally waives all lien and stop notice rights with respect to the pending payment.

(c) In addition to those items listed in Section 4.1(a) above, any Payment Request for a Completed Acquisition Facility or the final Component thereof will be complete only after Developer has submitted all of the following documents, to the extent applicable:

(i) if the real property on which the Acquisition Facility is located is not owned by the City or other Governmental Entity at the time of the request, a copy of the recorded document(s) conveying Acceptable Title to the real property to the City or other Governmental Entity, as applicable;

(ii) a copy of the Acquisition Facility Completion Confirmation or, if applicable, similar evidence that the Governmental Entity has found the Acquisition Facility to be Complete;

(iii) an executed assignment of any warranties and guaranties for the Acquisition Facility, in a form acceptable to the City or other Governmental Entity, as applicable;

(iv) as-built drawings and an executed assignment of the Plans, to the extent reasonably obtainable;

(v) an executed bill of sale for any utility substructures (e.g. vaults, conduits, etc.) that are the subject of the Payment Request, if applicable; and

(vi) duly executed unconditional or conditional lien releases and waivers (in the applicable form provided in Calif. Civil Code § 3262) from all contractors, subcontractors, materialmen, consultants, and other Persons retained by Developer in connection with the Acquisition Facility, under which each such Person unconditionally or conditionally waives all lien and stop notice rights with respect to the pending payment.

(d) Developer will specify in writing the "**Developer Allocation**" that is included in the calculation of the Actual Cost in Exhibit C-2 to each Payment Request under this Article 4 (which shall be subject to review in accordance with Section 4.3(b)), showing how Developer has allocated the following costs paid or incurred by Developer (as applicable):

(i) costs that apply to more than one Acquisition Facility or Component (e.g., soft costs), as allocated between the Acquisition Facilities or Components, subject to Section 3.1;

(ii) costs that apply to both Acquisition Facilities or Components and other improvements (e.g., grading), as allocated between the Acquisition Facilities or Components and the other improvements; and

amounts paid to the City that apply to more than one Acquisition Facility or Component or both Acquisition Facilities or Components and other improvements (e.g., inspection fees, plan review fees, etc.), as allocated between the Acquisition Facilities or Components and, if applicable, the other improvements.

(e) Acceptance by the City or other Governmental Entity of an Acquisition Facility or Component is not a condition to the payment of the Actual Cost of such Acquisition Facility or Component. Payment of the Actual Cost of an Acquisition Facility or Component shall not constitute Acceptance by the City or other Governmental Entity of such Acquisition Facility or Component

4.2 .Processing Payment Requests for Acquisition Facilities and Components.

(a) Within twenty-one (21) calendar days after receipt of any Payment Request, the Director of Public Works will review the Payment Request to: (i) determine that it is complete; or (ii) determine that the Payment Request is incomplete and to request additional information and documentation reasonably necessary for the Director of Public Works to complete the review. Developer agrees to cooperate with the Director of Public Works in conducting each such review and to provide the Director of Public Works with such additional information and documentation as is reasonably necessary for the Director of Public Works to conclude each such review. In reviewing a Payment Request, the Director of Public Works will also review the Developer Allocations. If the Director of Public Works objects to the Developer Allocation, then the Director of Public Works and Developer will promptly meet and confer in an attempt to agree on how to allocate such costs on a reasonable basis (the "**Agreed-Upon Allocation**").

(b) Within thirty (30) calendar days after the date a Payment Request is determined to be complete under Section 4.2(a), the Director of Public Works will review the Payment Request to confirm that all conditions in Article 3 and Section 4.1 have been satisfied, to the extent applicable, and provide notice to Developer either that: (i) the Payment Request is approved (which will be confirmed by counter-signing the Payment Request); or (ii) the Payment Request is disapproved in whole or in part, specifying in the notice the portion of the Payment Request that is disapproved and the reason(s) for disapproval. If the Payment Request is disapproved in part, the Director of Public Works will return the Payment Request to Developer who may amend it to remove the portion that was disapproved and then resubmit it for approval. Upon receipt of the revised Payment Request omitting the disapproved portion, the Director of Public Works will forward the Payment Request to the EIFD for payment under Section 4.3. Developer may resubmit the portion of any Payment Request that was disapproved with additional supporting documentation, and the Director of Public Works will review it within the amount of time that is reasonable in light of the materiality of the reasons for the disapproval, not to exceed twenty-one (21) calendar days, although the Director of Public Works will make a reasonable effort to review it more quickly.

(c) The period within which the Director of Public Works must review a Payment Request under Section 4.2(a) or Section 4.2(b) will be tolled as to any Payment Request, until Developer has provided any additional information or documentation that the Director of Public Works has reasonably requested under Section 4.2(a) or Section 4.2(b).

(d) The City will hire one or more Third Party consultants to review Payment Requests for Acquisition Facilities and Privately-Owned Facilities other than Inclusionary Units or 100% Affordable Housing Projects. For Payment Requests related to Inclusionary Units or 100% Affordable Housing Projects, the Developer will hire one or more qualified certified public accounting or other accounting firms that are licensed in the State of California to prepare project completion audits or cost certifications evidencing all Actual Costs incurred and Third Party Reimbursements received. The costs (which may include the City's bond counsel) associated with the Developer's preparation and City's review of Payment Requests submitted pursuant to this Agreement shall be payable from EIFD Funding Sources.

(e) The process for review of the Payment Requests for Acquisition Facilities and Components thereof is subject to Article 6.

4.3 Payment.

(a) Within five (5) Business Days after (i) approving a Payment Request, and (ii) receipt of the Acquisition Facility Completion Confirmation, the Director of Public Works will forward the counter-signed approved Payment Request to the EIFD.

(b) The EIFD must pay the Actual Costs to the extent of available Identified Funding Sources within fifteen (15) Business Days after the EIFD's receipt of a counter-signed approved Payment Request. At the written request of Developer, the EIFD will make payments under any approved Payment Requests directly to a Third Party, such as a contractor or supplier of materials, subject to receiving sufficient backup information about such Third Party and only if the Third Party is in the City's payment vendor system.

4.4 Restrictions on Payments for Acquisition Facilities and Components. The following restrictions will apply to any payments made to Developer under Section 4.3:

(a) Subject to Section 4.4(d), the City will withhold delivery of the counter-signed Payment Request for the final payment for any Completed Acquisition Facility (but not for any Component that is not the final Component of an Acquisition Facility) constructed in, on, or over land, until Acceptable Title to such land has been conveyed to the City or other Governmental Entity, if required under Section 4.1(c). Although Acceptable Title must be conveyed, acceptance by the City or other Governmental Entity is not required as a condition of signing a Payment Request.

(b) Subject to Section 4.4(d), the City may withhold delivery of the counter-signed Payment Request for the final payment for any Completed Acquisition Facility (if it has no Components) or the final Component of any Completed Acquisition Facility until: (i) the Completed Acquisition Facility has been finally inspected as provided in Section 3.1; and (ii) general lien releases for the Acquisition Facility (conditioned solely upon payment from EIFD Funding Sources to be used to acquire such Acquisition Facility or final Component) have been submitted to the Director of Public Works.

(c) Nothing in this Agreement prohibits Developer from contesting in good faith the validity or amount of any mechanics' or materialman's lien or limits the remedies available to Developer with respect to such liens so long as any resulting delays do not subject the

Acquisition Facilities or any Component to foreclosure, forfeiture, or sale. If Developer contests any such lien, Developer will only be required to post or cause the delivery of a bond in an amount equal to the amount in dispute with respect to any such contested lien, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director of Public Works. In addition, the City agrees that Developer will have the right to post or cause the appropriate contractor or subcontractor to post a bond with the City to indemnify the City and the Port for any losses sustained by the City or the Port because of any liens that may exist at the time of acceptance of such an Acquisition Facility, so long as such bond is drawn on an obligor and is otherwise in a form acceptable to the Director of Public Works.

(d) The City will be entitled to withhold from each payment of Actual Costs a portion for retention as authorized by City policies and procedures that constitute Applicable Standards, but in any case not to exceed ten percent (10%) of the amount of the Actual Cost of an Acquisition Facility or Component unless the Developer has provided evidence to the City that it is withholding from each payment to the contractor a retention of at least 10%. The City will be obligated to authorize the EIFD to pay the amount of any retained amounts in accordance with applicable City policies and procedures.

ARTICLE 5
INSPECTION AND PAYMENT REQUESTS FOR PRIVATELY-OWNED FACILITIES AND COMPONENTS

5.1 Inspection; Authorized Payments. This Article 5 applies only to Privately-Owned Facilities and Components thereof for which Developer seeks reimbursement under this Agreement. For Privately-Owned Facilities and Components, the Director of Public Works, the Department of Building Inspection, and the Port, as applicable, will make a reasonable effort to arrange for the inspection to commence within five (5) Business Days following receipt of Developer's written request to inspect Privately-Owned Facilities or Components that Developer believes in good faith are Ready for Private Payment (the "**Private Inspection Request**"). Within the five (5) Business Days time period discussed above, the applicable agency will make a reasonable effort to schedule the inspection to occur within fourteen (14) calendar days but in any event not to exceed twenty-one (21) calendar days from the date of receipt of the Private Inspection Request. Within five (5) Business Days following the completion of the inspection, the Director of Public Works, the Department of Building Inspection, or the Port, as applicable, shall notify Developer and the EIFD of the results of the inspection by providing a Private Completion Confirmation or by providing a punch list of items to be corrected.

5.2 Component Financing. This Section 5.2 shall only apply to Privately-Owned Facilities that are not affordable housing; The EIFD and the City will not finance Components of Inclusionary Units or 100% Affordable Housing Projects.

(a) If the estimated cost of a Privately-Owned Facility exceeds one million dollars ($1,000,000), this Agreement authorizes the payment of the Actual Cost of Components of that Privately-Owned Facility whether or not the Components are capable of serviceable use. Subject to the availability of EIFD Funding Sources, the EIFD agrees to pay to Developer the Actual Costs of such Components under this Section 5.2(a) before: (i) completion of the Privately-Owned Facility of which the Component is a part (unless it is the final Component

of a Privately-Owned Facility); or (ii) the transfer to the owner of title to the Privately-Owned Facility and the property underlying the Component. A reasonably detailed description and estimated Actual Cost of each Component to be financed under this Section 5.2(a) must be listed on Exhibit B (either originally or through an approved Supplement). As used in this Agreement, the term Component means:

(i) segments of Privately-Owned Facilities; or

(ii) incremental completion of a Privately-Owned Facility or Component (i.e., progress payments).

(b) Payment of Soft Costs. Soft costs may be paid as part of the Actual Cost of any Component. In addition, soft costs for more than one Privately-Owned Facility may be submitted for approval as they occur in advance of construction of such Privately-Owned Facility provided that the soft costs apply to a Privately-Owned Facility or Component listed in Exhibit A or Exhibit B.

(c) The City and EIFD acknowledge that a Component does not have to be accepted by the owner as a condition precedent to the payment of the Actual Costs of the Component.

5.3 Processing Payment Requests for Privately-Owned Facilities and Components.

(a) To initiate the process for payment for a Privately-Owned Facility or Component thereof, Developer must deliver to the Director of Public Works a Payment Request in the form of Exhibit D that contains all relevant information, including the Identified Funding Sources, together with all required attachments and exhibits, all in an organized manner. Required attachments to each Payment Request include:

(i) a copy of the Private Completion Confirmation; and

(ii) Proof of Payment evidencing the Actual Costs were previously incurred and, if applicable, paid for the Privately-Owned Facility.

(b) In addition to those items listed in Section 5.3(a) above, any Payment Request for a Component must be supported by the following documentation:

(i) a completed copy of Exhibit D-1 specifying each contractor, subcontractor, materialman, and other Person with whom Developer or its contractor has entered into contracts or contract change orders with respect to any Component included in the Payment Request and, for each of them: (A) the amount of each such contract; and (B) the amount of the requested Actual Cost attributable to each specific contractor, subcontractor, materialman, and other Person; and

(ii) duly executed unconditional or conditional lien releases and waivers (in the applicable form provided in Calif. Civil Code § 3262) from all contractors, subcontractors, materialmen, consultants, and other Persons retained by Developer

in connection with the Component, under which each such Person unconditionally or conditionally waives all lien and stop notice rights with respect to the pending payment.

(c) In addition to those items listed in Section 5.3(a) above, a Payment Request for a Completed Privately-Owned Facility or the final Component will be complete only after Developer has submitted all of the following documents, to the extent applicable:

(i) a copy of the Private Completion Confirmation or, if applicable, similar evidence that the Governmental Entity has found the Privately-Owned Facility to be Complete;

(ii) with regard to Privately-Owned Public Open Spaces (as defined in the Development Agreement), a Declaration of Public Open Space Covenants and Restrictions recorded in accordance with the Public Improvement Agreement and Exhibit L-2 to the Development Agreement;

(iii) with regard to Inclusionary Units and 100% Affordable Housing Projects, (A) a Notice of Special Restrictions recorded in accordance with Exhibit D (Housing Plan) to the Development Agreement and (B) if the Notice of Special Restrictions does not evidence compliance with the EIFD Law, a covenant or restriction recorded in the real property records evidencing compliance with the EIFD Law;

(iv) with regard to Inclusionary Units and 100% Affordable Housing Projects, the project completion audit or cost certification required by Section 4.2(d), evidencing all Actual Costs incurred and Third Party Reimbursements received;

(v) with regard to Inclusionary Units and 100% Affordable Housing Projects, the final United States Internal Revenue Service Form 8609, if Low Income Housing Tax Credits are used to finance the Inclusionary Units or 100% Affordable Housing Projects; and

(vi) signed and acknowledged lien releases and waivers (in the required statutory forms) from all contractors, subcontractors, materialmen, consultants, and other persons that Developer retained in connection with the Privately-Owned Facility or Component thereof, in each instance unconditionally or conditionally waiving all lien and stop notice rights with respect to the pending payment.

(d) Cost Allocation. Developer will provide its Developer Allocation that is included in the calculation of the Actual Cost in Exhibit D-2 to each Payment Request under this Article 5, showing how Developer has allocated the following costs paid or incurred by Developer (as applicable):

(i) costs that apply to more than one Privately-Owned Facility or Component (e.g., soft costs), as allocated between the Privately-Owned Facilities or Components;

(ii) costs that apply to both Privately-Owned Facilities or Components and other improvements (e.g., grading, or in a residential building containing both market rate and Inclusionary Units, the cost of building-wide systems and common areas), as allocated between the Privately-Owned Facilities or Components and the other improvements; and

(iii) amounts paid to the City that apply to more than one Privately-Owned Facility or Component or both Privately-Owned Facilities or Components and other improvements (e.g., inspection fees, plan review fees, etc.), as allocated between the Privately-Owned Facilities or Components and, if applicable, the other improvements.

(e) Review Process. The process for review of the Payment Requests for Privately-Owned Facilities and Components is subject to Article 6.

5.4 Payment.

(a) Processing of Payment Requests. Payment Requests for Privately-Owned Facilities or Components shall be processed pursuant to Sections 4.2 and 4.3 above.

5.5 Eligibility of Affordable Housing for Financing.

(a) Applicability. The following additional provisions shall apply to the financing of Inclusionary Units and 100% Affordable Housing Projects. In the event of any conflict between this Section and the other provisions of this Article 5, this Section shall govern.

(b) Housing Plan. The Developer shall provide affordable housing in accordance with the Housing Plan, subject to such other requirements described in this Section 5.5. In the event of any conflict between this Section and the Housing Plan, this Section shall govern solely to the minimum extent required to comply with the EIFD Law.

(c) Permitted Uses of EIFD Financing for Affordable Housing.

(i) The Developer may use proceeds of EIFD Bonds and Allocated Tax Revenue to finance the Actual Costs (including related planning and design work) of purchasing, constructing, expanding, improving, seismic retrofitting or rehabilitating affordable housing units on 100% Affordable Parcels, provided that any such financed housing units on a 100% Affordable Parcel, as memorialized by a recorded covenant or restrictions, shall remain available at affordable housing costs to, and occupied by, persons and families of very low, low, or moderate income (as defined in California Health and Safety Code Sections 50105 and 50093) for the longest feasible time (including the period of time specified in the Housing Plan), but for not less than 55 years for rental units and 45 years for owner-occupied units. For purposes of this paragraph, "affordable housing cost" shall mean Housing Cost as defined in the Housing Plan.

(ii) The Developer may use proceeds of EIFD Bonds and Allocated Tax Revenue to finance the Actual Costs (including related planning and design work)

of purchasing, constructing, expanding, improving, seismic retrofitting or rehabilitating (A) Inclusionary Units, provided that any such Inclusionary Units, as memorialized by a recorded covenant or restrictions, shall remain available at affordable housing costs to, and occupied by, persons and families of very low, low, or moderate income (as defined in California Health and Safety Code Sections 50105 and 50093) for the longest feasible time (including the period of time specified in the Housing Plan), but for not less than 55 years for rental units and 45 years for owner-occupied units and (B) facilities for child care, after school care, and social services located on the Project Site that are integrally linked to the tenants of the Inclusionary Units financed by the EIFD Bonds or Allocated Tax Revenue. For purposes of this paragraph, "affordable housing cost" shall mean Housing Cost as defined in the Housing Plan.

(iii) The Developer may use proceeds of EIFD Bonds and Allocated Tax Revenue to finance the Power Station Affordable Housing In-Lieu Fee and the Power Station Proportionality In-Lieu Fee (both as defined in the Housing Plan). The City will use the Power Station Affordable Housing In-Lieu Fee and the Power Station Proportionality In-Lieu Fee to finance affordable housing in accordance with the preceding clauses (i) and (ii). The Developer acknowledges that any EIFD Bonds issued to finance Power Station Affordable Housing In-Lieu Fee and the Power Station Proportionality In-Lieu Fee may be issued as federally taxable EIFD Bonds.

(d) The Developer agrees that, solely to the extent required by the EIFD Law and the Housing Plan, (i) all Inclusionary Units and affordable housing units on 100% Affordable Parcels financed by the EIFD will be subject to the lottery system established by MOHCD under Section 415, (ii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units and affordable housing units on 100% Affordable Parcels financed by the EIFD under this Agreement in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under the Housing Plan and (iii) to the extent there are implementation issues that have not been addressed, defined, or are otherwise regulated by this Agreement or the Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues. For avoidance of confusion, nothing in this Agreement shall permit MOHCD or the City to restrict the Housing Cost of Inclusionary Units or 100% Affordable Units to be affordable to households earning less than the maximum AMI percentage for households earning very low, low, or moderate income (as defined in California Health and Safety Code Sections 50105 and 50093) or less than the maximum AMI levels permitted in the Housing Plan, unless such restriction is required by the EIFD Law and the Developer elects at its sole discretion to use the proceeds of the EIFD Bonds and Allocated Tax Revenue to finance such Inclusionary Units or 100% Affordable Units. Neither the City nor MOHCD shall have the right to require Developer to sell or rent the Inclusionary Units or 100% Affordable at a Housing Cost that is lower than required by the Housing Plan. The rights of the City and the EIFD set forth in this subsection shall be included in a Notice of Special Restrictions recorded in accordance with Exhibit D (Housing Plan) to the Development Agreement and, if the Notice of Special Restrictions does not evidence compliance with the EIFD Law, a covenant or restriction recorded in the real property records evidencing compliance with the EIFD Law.

(e) The EIFD and the City will not finance Components of Inclusionary Units or 100% Affordable Housing Projects.

ARTICLE 6
PAYMENT REQUESTS GENERALLY; VESTING; COVENANTS

6.1 Application of Payment Requests.

(a) Each Payment Request will be numbered consecutively. Each Payment Request will be assigned the next available number when submitted to the Director of Public Works, pursuant to Section 4.2 and Section 5.4.

(b) Each Payment Request will identify all the Identified Funding Sources that are eligible to be used to pay it.

(c) The EIFD will satisfy a Payment Request only from the Identified Funding Sources.

(d) The City shall not deliver to the EIFD a counter-signed Payment Request while Developer is in default in the payment of any ad valorem taxes, special taxes, or property tax assessments levied on any parcel it then owns or while Developer (under and as defined in this Agreement) is in Default (under and as defined in the Development Agreement).

(e) The City, the EIFD, and Developer acknowledge that EIFD Funding Sources may be applied to the payment of a Payment Request only to the extent that the costs of the Acquisition Facility (or Component thereof) or Privately-Owned Facility (or Component thereof) are Qualified.

(f) Payment Requests may be paid: (i) in any number of installments as Identified Funding Sources become available; and (ii) irrespective of the length of time of such deferral of payment.

6.2 Partial Payments; Vested Payment Requests. If Identified Funding Sources are not sufficient to pay all or any part of a Payment Request, then the EIFD will pay the Payment Request to the extent of available Identified Funding Sources and notify Developer of the amount of the remaining portion, which may be the entirety of the Payment Request if there were no Identified Funding Sources available at the time of submission of the Payment Request (herein, the "**Unpaid Portion**"). The right to the payment of the Unpaid Portion of the Payment Request from the Identified Funding Sources will vest in the payee of such Payment Request (the "**Vested Payment Request**"). Promptly following the availability of Identified Funding Sources, the EIFD will, from time to time and in as many installments as necessary, pay any Vested Payment Request. The Vested Payment Request will be paid from such Identified Funding Sources to the payee of such Vested Payment Request in the chronological order of the number of the Payment Request. Unpaid Vested Payment Requests will be paid from the Identified Funding Sources in their relative order of priority under this Section 6.2 before Identified Funding Sources may be used for any other purposes under this Agreement regardless of: (a) the identity of the owner of any property in the Project Site at the time of the payment of the Vested Payment Request; (B) whether the payee under the Vested Payment Request is, at the time of payment, a Party or a party to the

Development Agreement; and (c) whether the Development Agreement has been terminated or assigned to or assumed by another Person. This Section 6.2 will survive termination of this Agreement and the Development Agreement.

6.3 Miscellaneous.

(a) Communications requesting additional information about and notices of approval or disapproval of a Supplement or a Payment Request or the insufficiency of Identified Funding Sources to pay an approved Payment Request in full may be made in any written form for which receipt may be confirmed, including facsimile, electronic mail, and certified first class mail, return receipt requested. Such communications will be effective upon receipt, or, if delivered after 5 p.m. or on a weekend or holiday, the next Business Day.

(b) All proposed Supplements and Payment Requests submitted to the Director of Public Works must be sent by certified first class mail - return receipt requested, personal delivery, or receipted overnight delivery. Payment Requests must be clearly marked: "Payment Request No. _____; Power Station; Attn: _____." Delivery of a Supplement or Payment Request to the Director of Public Works will be effective on the actual date of delivery, or, if delivered after 5 p.m. or on a weekend or holiday, the next Business Day. Copies of Payment Requests must be delivered in the same manner as the original.

(c) In connection with processing any request under this Agreement (including Payment Requests and Supplements), the City agrees that any additional information request by the Director of Public Works to Developer must be submitted as soon as practicable following the submission of the original materials, but in any event prior to applicable deadlines required by this Agreement. The Director of Public Works will use its good faith efforts to make each additional information request comprehensive and thorough to minimize the number of requests delivered, and Developer will use its good faith efforts to provide a thorough, organized, and complete response to each request. Developer is authorized to communicate directly with the Director of Public Works and its designees, agents, and contractors to facilitate any additional information request, to facilitate the prompt resolution of any technical issues, and to minimize the amount of time it takes to resolve outstanding issues.

6.4 Deposits for Impact Fees and Exactions, Affordable Housing In-Lieu Fees, and Power Station Proportionality In-Lieu Fees.

(a) This section applies to Actual Costs that consist of (i) Impact Fees and Exactions that will be used to finance EIFD Improvements and (ii) Power Station Affordable Housing In-Lieu Fees and Power Station Proportionality In-Lieu Fees that will be used to finance affordable housing as described in Section 5.5. The EIFD Funding Sources will be applied to pay the Actual Costs of the EIFD Improvements and the affordable housing, and the Developer shall be provided with a corresponding credit against its obligation to pay such Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees.

(b) The Developer may be required to pay such Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-

Lieu Fees prior to the availability of the EIFD Funding Sources to pay such Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees. In the event such Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees are paid prior to the availability of such EIFD Funding Sources, the amounts paid to the City shall be deemed to be deposits (each a "**Deposit**") that are subject to refund by the City to Developer (and the Developer only, regardless of the entity that paid the Deposits) in the manner provided in this Section. Any Deposits made to the City shall be deposited in a separate capital facilities account(s) and may be expended by the City in the ordinary course of business. If the City expends any of the Deposits in the ordinary course of business, the City will be deemed to replenish the expended Deposits from the EIFD Funding Sources if and when received (herein, "**Replenishment**"). The Developer acknowledges that the City may finance Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees with proceeds of tax-exempt bonds only if the City can meet certain requirements of federal tax law, as determined by the City and the EIFD in consultation with their bond counsel.

(c) If the Developer has made any Deposits, then following (i) deposit of EIFD Funding Sources with the City for the corresponding Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees where the Developer's Deposit has not been expended by the City or (ii) Replenishment after the Developer's Deposit has been expended by the City, the City shall return to the Developer (and the Developer only, regardless of the entity that paid the Deposit) from the capital account in which the Deposits were deposited an amount equal to the Deposits (including any amounts available as a result of a Replenishment), without interest or other earnings thereon. The City shall be so obligated to return an amount equal to such Deposits to the Developer only to the extent that an amount equivalent to the amount of the Deposits is deposited with the City from the EIFD Funding Sources. An amount equal to such Deposits may be returned to the Developer from time to time as additional EIFD Funding Sources become available.

(d) EIFD Funding Sources used to pay Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees shall be allocated first for return of all Deposits (after Replenishment, if any) prior to being allocated to the payment of Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees not previously deposited. For example, if the Developer has paid $10,000 in Deposits, and EIFD Funding Sources become available in the amount of $15,000, the City shall apply the first $10,000 of the EIFD Funding Sources to the payment of the Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees that were paid by the Deposits (and, thereafter, return the Deposits to the Developer) and use the remaining $5,000 of the EIFD Funding Sources to the payment of Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees not previously paid by the Deposits, and, for all amounts, the City shall provide a credit against the Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees as described in subsection (a) above.

(e) Any Deposits that have not been returned to the Developer at the time it is determined that there will be no further EIFD Funding Sources or CFD Funding Sources

available (now or in the future) shall be retained by the City and may be used (to the extent it has not already been so used) for the purposes for which the Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees was required, and the unrefunded Deposits shall constitute full and final payment for such Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees without any increase of any kind.

(f) The Developer may pay Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees (as Deposits) prior to the availability of EIFD Funding Sources to pay such Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees. Any Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees paid (as Deposits) by the Developer shall be made with the understanding that such Deposits (after Replenishment, if any) will be returned from the EIFD Funding Sources if, and when, such EIFD Funding Sources become available. The payment of Deposits prior to the availability of the EIFD Funding Sources shall not be construed as a dedication or gift of the Impact Fees and Exactions, Power Station Affordable Housing In-Lieu Fees, or Power Station Proportionality In-Lieu Fees, or a waiver of the return of the Deposits, it being the intention that the Impact Fees and Exactions, or Power Station Affordable Housing In-Lieu Fees, and Power Station Proportionality In-Lieu Fees be paid by the EIFD Funding Sources to the extent of the EIFD Funding Sources.

ARTICLE 7
REPRESENTATIONS AND WARRANTIES

7.1 Representations and Warranties of Developer. Developer represents and warrants to and for the benefit of the City and the EIFD that:

(a) Developer is a limited liability company duly organized and validly existing under the laws of the State of Delaware, is qualified to transact business and is in good standing in the State of California, is in compliance with the laws of such state, and has the power and authority to own its properties and assets and to carry on its business as now being conducted.

(b) Developer has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by Developer.

7.2 Representations and Warranties of the City. The City represents and warrants to and for the benefit of Developer and the EIFD that:

(a) The City is a duly formed corporate body under the Constitution, the laws of the State of California and its charter, is in compliance with the Constitution, the laws of the State of California and its charter, and has the power and authority to own its properties and assets and to carry on its business as now being conducted.

(b) The City has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the City.

7.3 Covenants of the City.

(a) Allocation. The City covenants to allocate the Allocated Tax Revenue and the Conditional Tax Revenue in accordance with the IFP.

(b) No IFP Amendment without Developer Approval. The City will not approve any amendments to the IFP that would alter the following prioritization of use of the Allocated Tax Revenue without the Developer's prior written approval:

(i) first, to pay EIFD administrative costs;

(ii) second, to pay debt service on EIFD Bonds and to replenish any reserve funds associated with EIFD Bonds;

(iii) third, to repay the City for any Conditional Tax Revenue actually used to pay debt service on EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds in an amount equal to the Conditional Tax Revenue actually used to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds plus interest through the date of repayment at an annual interest rate equal to the rate of interest on the United States Treasury bond with a 10-year maturity on the date of the first use of Conditional Tax Revenue plus 300 basis points, and such interest rate shall remain fixed for the remainder of the term of the IFP; and

(iv) fourth, to accumulate over time and, from time to time at the Developer's request, to pay directly or reimburse the Developer for the Qualified EIFD Improvements as set forth in this Agreement.

(c) No Bond Parameter Amendments without Developer Approval. The City will not approve any amendments of the IFP that would alter the following principles related to the issuance of EIFD Bonds: (i) the EIFD will issue EIFD Bonds in compliance with the EIFD Law and the IFP to finance the Qualified EIFD Improvements, (ii) the EIFD Bonds will not be issued except upon the written request of the Developer and with the prior approval of the Board of Supervisors, and (iii) other than paying EIFD administrative costs, and costs of issuance and funding capitalized interest and debt service reserve funds, the proceeds of the EIFD Bonds shall be used to finance Qualified EIFD Improvements in the amounts requested by the Developer and approved by the City.

7.4 Covenants of the Developer.

(a) Filing of Annual Reports. In connection with the EIFD's preparation and filing of the annual report required by California Government Code Section 53398.66(j), the Developer shall provide such information and provide such assistance on a timely basis as may be reasonably requested by the EIFD.

(b) Preparation of Audits. In connection with the EIFD's preparation and filing of the audits required by California Government Code Sections

53398.66(j) and 53398.88, the Developer shall provide such information and provide such assistance on a timely basis as may be reasonably requested by the EIFD.

7.5 Representations and Warranties of the EIFD. The EIFD represents and warrants to and for the benefit of Developer and the City that:

(a) The EIFD is a duly formed enhanced infrastructure financing district formed under the EIFD Law, is in compliance with the EIFD Law, and has the power and authority to carry on its business as now being conducted.

(b) The EIFD has the power and authority to enter into this Agreement, and has taken all action necessary to cause this Agreement to be executed and delivered, and this Agreement has been duly and validly executed and delivered by the EIFD.

7.6 Covenants of the EIFD. The EIFD makes the following covenants to the City and the Developer:

(a) Commencement Date for each Project Area. With respect to each Project Area, the EIFD shall not take any action to interfere with the allocation of Allocated Tax Revenue from property in such Project Area in accordance with the IFP.

(b) Application of EIFD Funding Sources. The EIFD shall apply the EIFD Funding Sources in accordance with the IFP and this Agreement.

(c) Filing of Annual Reports. The EIFD shall timely file the annual report required by California Government Code Section 53398.66(j). The EIFD acknowledges that the failure to timely file the annual report (i) could result in the inability to spend any Allocated Tax Revenue until the report is filed and (ii) shall constitute an Event of Default under this Agreement.

(d) Preparation of Audits. The EIFD shall timely provide the audit required by California Government Code Section 53398.88. The EIFD acknowledges that the failure to timely prepare the audit shall constitute an Event of Default under this Agreement.

(e) No IFP Amendment without Developer Approval. The EIFD will not approve any amendments to the IFP that would alter the following prioritization of use of the Allocated Tax Revenue without the Developer's prior written approval:

(i) first, to pay EIFD administrative costs;

(ii) second, to pay debt service on EIFD Bonds and to replenish any reserve funds associated with EIFD Bonds;

(iii) third, to repay the City for any Conditional Tax Revenue actually used to pay debt service on EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds in an amount equal to the Conditional Tax Revenue actually used to pay debt service on the EIFD Bonds or replenish debt service reserve funds for the EIFD Bonds plus interest through the date of repayment at an annual interest rate equal to the rate of interest on the

United States Treasury bond with a 10-year maturity on the date of the first use of Conditional Tax Revenue plus 300 basis points, and such interest rate shall remain fixed for the remainder of the term of the IFP; and

(iv) fourth, to accumulate over time and, from time to time at the Developer's request, to pay directly or reimburse the Developer for the Qualified EIFD Improvements as set forth in this Agreement.

7.7 Events of Defaults; Remedies. In the event that the EIFD or the City defaults under its respective obligations under this Agreement or the IFP, the Developer or the City may provide a written notice of default to the EIFD or the City, as applicable (the "**Default Notice**"). The Default Notice shall specify the nature of the default, and shall determine whether the default has to do with the processing and delivering of Payment Requests, the application of Allocated Tax Revenue, Conditional Tax Revenue, or proceeds of EIFD Bonds, or the filing of the annual reports required by the EIFD Law (herein, a "**Monetary Default**") or any other default under this Agreement or the IFP (herein, a "**Non-Monetary Default**"). The EIFD or the City, as the case may be, shall have three (3) Business Days to cure a Monetary Default and fifteen (15) Business Days to cure a Non-Monetary Default, in each case following receipt of the applicable Default Notice therefor. The failure to timely cure the default provided in the Default Notice shall be considered an "**Event of Default**." If an Event of Default occurs, the City or the Developer may exercise all legal and equitable remedies available, including but not limited to filing proceedings to compel injunctive relief or specific performance of the IFP and this Agreement; provided, however, that the City shall not be liable for monetary damages as a result of the exercise of remedies by the Developer except for the payment of reasonable attorneys' fees and costs pursuant to Section 8.3. The EIFD and the City hereby acknowledge and agree that a failure of the EIFD or the City to timely perform any duty, obligation or covenant under the IFP or this Agreement, including the allocation and application of Allocated Tax Revenue and Conditional Tax Revenue in accordance with the IFP and this Agreement, will cause irreparable harm to the Developer that cannot be fully compensated by monetary damages, and shall entitle the Developer to seek injunctive relief or specific performance. In addition, the City shall also be entitled to all legal and equitable remedies, including, but not limited to, injunctive relief to compel the EIFD to perform its duties, obligations, or covenants under the IFP and this Agreement.

(a) Waiver of Government Claims Act Procedures. Due to the unique nature of the IFP and the Project and because time is of the essence in the performance of obligations under the IFP and this Agreement, the City and the EIFD hereby each waive the procedural protections of the Government Claims Act, Cal. Gov't Code Section 810 et seq, in connection with any dispute related to or arising out of the IFP or this Agreement, including those procedures requiring the filing of an administrative claim within the applicable statute of limitation.

(b) Rights and Remedies Cumulative. The rights and remedies of the Developer and the City regarding the enforcement of the IFP and this Agreement shall be cumulative, and the exercise by any party of any one or more of such remedies shall not preclude the exercise by it, at the same or different times, of any other remedies contained in this Agreement for the same breach by the applicable party. In addition, the remedies provided in this Agreement regarding the enforcement of the IFP and this Agreement do not limit the remedies provided in other Project agreements among the City and the EIFD.

ARTICLE 8
MISCELLANEOUS

8.1 Limited Liability of the City and EIFD. Except as otherwise provided in the Development Agreement, Developer agrees that any and all obligations of the City and EIFD arising out of or related to this Agreement are special and limited obligations of the City and EIFD, and the EIFD's obligations to make any payments under this Agreement to implement the Financing Plan are restricted entirely to available EIFD Funding Sources and Conditional Tax Revenue as provided in the IFP and the Financing Plan and from no other source. No member of the Board of Supervisors, the Public Financing Authority, or City staff member or employee will incur any liability under this Agreement to Developer in their individual capacities by reason of their actions under this Agreement or execution of this Agreement. It is understood and agreed that no commissioners, members, officers, or employees of the City or EIFD (or of its successors or assigns) will be personally liable to Developer, nor will any officers, directors, shareholders, agents, or employees of Developer (or of its successors or assigns) be personally liable to the City or EIFD in the event of any default or breach of this Agreement by the City or EIFD or for any amount that may become due to Developer, the EIFD, or the City, as the case may be, under this Agreement or for any obligations of the Parties under this Agreement.

8.2 Timelines. Time is of the essence with respect to each provision of this Agreement in which time is a factor. The City will use good faith efforts to comply with all timelines applicable to City responses set forth in this Agreement, but failure by the City to comply with such timelines shall not result in deemed approval of the related request or a default by the City under this Agreement. In the event the City fails to exercise good faith in complying with the timelines or repeatedly fails to meet the timelines in this Agreement, the Developer may add such failures as an agenda item for a meeting of the Review Panel.

8.3 Attorneys' Fees.

(a) Should any Party institute any action or proceeding in court or other dispute resolution mechanism permitted or required under this Agreement, the prevailing party shall be entitled to receive from the losing party the prevailing party's reasonable costs and expenses incurred including, without limitation, expert witness fees, document copying expenses, exhibit preparation costs, carrier expenses and postage and communication expenses, and such amount as may be awarded to be reasonable attorneys' fees and costs for the services rendered the prevailing party in such action or proceeding. Attorneys' fees under this Section 8.3 shall include attorneys' fees on any appeal.

(b) For purposes of this Agreement, reasonable fees of a Party's in-house attorneys shall be no more than the average fees regularly charged by private attorneys with an equivalent number of years of professional experience in the subject matter area of the law for

which such attorneys services were rendered who practice in the City in law firms with approximately the same number of attorneys as employed by the applicable Party.

(c) Notices. Except as provided in Sections 6.3(a) and (b), any notices to be provided under this Agreement must be delivered to the addresses and in the manner set forth in the Development Agreement.

8.4 Successors and Assigns. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the Parties. This Agreement may not be assigned by the EIFD or the City. This Agreement may be assigned by the Developer only by a written EIFD Assignment. In addition, during the term of the Development Agreement, any EIFD Assignment must be to a Person that has also entered into a DA Assignment and Assumption Agreement. The sale of property and the entering into a DA Assignment and Assumption Agreement by a Transferee does not give the Transferee any rights under this Agreement. A Transferee will have no rights under this Agreement unless the Developer has specifically assigned this Agreement in a separate written EIFD Assignment and then only to the extent set forth in the EIFD Assignment.

8.5 Other Agreements. The obligations of Developer under this Agreement will be those of a Party and not as an owner of property in the Project Site. Nothing in this Agreement may be construed as affecting the City's or Developer's rights, or duties to perform their respective obligations under the Development Agreement and any Applicable Standards. If this Agreement creates ambiguity in relation to or conflicts with any provision of the Financing Plan or the IFP, the Financing Plan or IFP, as the case may be, will prevail.

8.6 Waiver. Failure by a Party to insist upon the strict performance of any of the provisions of this Agreement by another Party, or the failure by a Party to exercise its rights upon the default of another Party, will not constitute a waiver of such Party's right to later insist upon and demand strict compliance by another Party with the terms of this Agreement.

8.7 Parties in Interest. Nothing in this Agreement, expressed or implied, is intended to or will be construed to confer upon or to give to any person or entity other than the City, the EIFD, and Developer any rights, remedies or claims under or by reason of this Agreement or any covenants, conditions, or stipulations of this Agreement; and all covenants, conditions, promises, and agreements in this Agreement contained by or on behalf of the City, the EIFD, or Developer will be for the sole and exclusive benefit of the City, the EIFD, and Developer, subject to Section 8.5.

8.8 Amendment. This Agreement may be amended from time to time by the written agreement of the City, the EIFD, and Developer. A Supplement may be approved under Section 1.4. The Parties agree that changes to the forms of the Payment Requests as needed to make adjustments to clarify and expedite the payment process under this Agreement are ministerial in nature and do not require an amendment to this Agreement.

8.9 Counterparts. This Agreement may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which together shall constitute one and the same instrument. This Agreement shall become effective when the Parties have duly executed and delivered signature pages of this Agreement to

each other. Delivery of this Agreement may be effectuated by hand delivery, mail, overnight courier, or electronic communication (including by PDF sent by electronic mail, facsimile, or similar means of electronic communication). Any signatures (including electronic signatures) delivered by electronic communication shall have the same legal effect as physically delivered original signatures.

8.10 Interpretation of Agreement. Unless otherwise specified, whenever in this Agreement reference is made to any capitalized Article, Section, Exhibit, Attachment, Supplement or any defined term, the reference will mean the Article, Section, Exhibit, Attachment, Supplement, or defined term in this Agreement. Any reference to an Article or a Section includes all subsections, clauses, and subparagraphs of that Article or Section. The use in this Agreement of the words "including", "such as", or words of similar import when following any general term, statement or matter will not be construed to limit the statement, term or matter to the specific statements, terms or matters, whether or not language of non-limitation, such as "without limitation" or "but not limited to", or words of similar import, is used. In the event of a conflict between the Recitals and the remaining provisions of this Agreement, the remaining provisions will prevail.

8.11 Numbers.

(a) Generally. For purposes of calculating a number under this Agreement, any fraction equal to or greater than one half (1/2) shall be rounded up to the nearest whole number and any fraction less than one half (1/2) shall be rounded down to the nearest whole number.

(b) Number of Days. References in this Agreement to days shall be to calendar days, unless otherwise specified; provided, that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for undertaking the action or giving or replying to the notice shall be the next succeeding Business Day.

ARTICLE 9
DEFINITIONS

9.1 Definitions.

"**100% Affordable Housing Parcel**" is defined in the Housing Plan.

"**100% Affordable Housing Projects**" is defined in the Housing Plan.

"**100% Affordable Unit**" is defined in the Housing Plan.

"**Acceptable Title**" means, with respect to Acquisition Facilities only, title to real property or interest in real property free and clear of all liens, taxes, assessments, leases, easements, and encumbrances, whether or not recorded, except for: (a) those determined not to interfere materially with the intended use of such real property; (b) those required to satisfy the terms of the Development Agreement; and (c) if the lien is for any existing CFD, then the lien of the special

taxes shall be a permitted exception to title so long as the real property, while owned by the City or any Governmental Entity, is exempt from the special tax to be levied by the CFD.

"**Acquisition Facilities**" means the EIFD Improvements to be acquired by the City or other Governmental Entity.

"**Acquisition Facility Completion Confirmation**" means, as the context requires, an Acquisition Facility Determination of Completion or an Acquisition Facility Determination of Component Completion issued by the Director of Public Works, the San Francisco Department of Building Inspection, or the Port under Section 3.1(c) with respect to an Acquisition Facility or Component, respectively.

"**Acquisition Facility Determination of Completion**" means, for a completed Acquisition Facility, a written notice from the Director of Public Works that the Acquisition Facility has been approved as inspected. Pursuant to the MOU, the Department of Public Works will provide construction inspection services for all Acquisition Facilities constructed on or after the date of the MOU, with the exception of shoreline improvements, which will be inspected by the Port. For all Acquisition Facilities inspected or to be inspected by the Department of Public Works, the San Francisco Department of Building Inspection, or the Port, the Acquisition Facility Determination of Completion shall be the form customarily provided by the Director of Public Works, the San Francisco Department of Building Inspection, or the Port to evidence the completion and approval of the inspection of a facility. An Acquisition Facility Determination Completion does not constitute a Notice of Completion under the Public Improvement Agreement.

"**Acquisition Facility Determination of Component Completion**" means a written notice of the Director of Public Works that a Component has been approved as inspected. For a Component being financed in progress payments, the written notice shall evidence that the work represented by the progress payment requested has been performed. The form of the written notice shall be the form (e.g., a job card) customarily provided by the Director of Public Works to evidence the approval of the inspection of work in place. An Acquisition Facility Determination of Component Completion does not constitute a Notice of Completion under the Public Improvement Agreement.

"**Actual Cost**" means the out-of-pocket Qualified costs actually incurred by Developer in connection with construction of an Acquisition Facility (or Component thereof) or Privately-Owned Facility (or Component thereof) (which includes any applicable Developer Allocation, or Agreed-Upon Allocation), including, without limitation or duplication:

(i) costs incurred by the Developer to acquire from unrelated Third Parties, hold through completion of the EIFD Improvements, and as relates to Acquisition Facilities, convey Acceptable Title to the Port, the City, or any other Governmental Entity, any real property, rights-of-way, or other interests in real property (including, without limitation, temporary or permanent leases, easements, rights of entry, or encroachments) required to construct the EIFD Improvements, together with any transaction costs associated with the acquisition and/or conveyance, such as transfer taxes, title insurance, and recording fees;

(ii) "hard costs," including without limitation:

(1) construction labor and materials;

(2) tenant improvements and/or tenant improvement allowances provided by Developer for Privately-Owned Facilities;

(3) preserving and modifying existing historical structures on the Project Site, including, without limitation, deconstruction, selective demolition, stabilization, seismic retrofit, and hazardous materials abatement activities;

(4) utility relocations;

(5) geotechnical measures to prepare the Project Site for construction of the EIFD Improvements, including, without limitation, excavation, soil harvesting for fill and surcharge, import and export of materials/soil for fill and surcharge, clearing and grubbing, slope stabilization, deep soil mixing and other ground improvement methods, installation of geogrid, surcharging, wick drains, rock fragmentation, placement of fill, compaction, mass and finish grading, and post-construction stabilization such as hydroseeding;

(6) site preparation and management costs including, without limitation, contractor mobilization; potholing; construction staking; demolition; dewatering; erosion, dust, vibration, stormwater, groundwater, archaeological, paleontological, biological, traffic and air quality monitoring and control measures as required during construction of the EIFD Improvements pursuant to the Approvals and Non-City Regulatory Approvals; temporary improvements, equipment, fencing, job site trailers, parking, signage, labor, lighting, utilities; and

(7) temporary or permanent improvements on private properties adjacent to the Project Site as required to construct the EIFD Improvements, including without limitation, relocating and/or replacing service laterals, boxes, vaults and fire department connections, conforming driveways to new grades, and installing shoring;

(iii) "soft costs" such as architectural, engineering, consultant, accountant, attorney, reprographics, and other professional fees, including, without limitation:

(1) architects and landscape architects;
(2) environmental scientists, consultants, and engineers;
(3) civil, geotechnical, and structural engineering;
(4) surveying;
(5) cost estimating and other preconstruction services;
(6) traffic studies, street geometric and signal design, and transportation demand management;
(7) mechanical, electrical, and plumbing design;
(8) acoustical design and engineering;
(9) lighting design;
(10) signage and interpretive design;

(11) waterproofing consultants;
(12) vertical transportation design;
(13) fire & life safety systems design;
(14) joint trench design and utility consultants;
(15) code consultants;
(16) sustainability consultants;
(17) interior design;
(18) testing and special inspection;
(19) peer review of any of the foregoing; and
(20) permit expediting.

(iv) property insurance (including any comprehensive owner-controlled insurance program, general liability, automobile liability, worker's compensation, personal property, flood, pollution legal liability, comprehensive personal liability, builder's risk, and professional services insurance);

(v) construction management fees, project management costs, and asset management costs paid to or by Developer (which may include the costs of Developer's employees), a Transferee, or their respective Affiliates, limited in the aggregate to 15% of Actual Costs that are hard costs;

(vi) Impact Fees and Exactions that will be used to finance EIFD Improvements, Power Station Affordable Housing In-Lieu Fees that will be used to finance affordable housing as described in Section 5.5, utility connection fees and capacity charges incurred in connection with the construction of EIFD Improvements, plan check and inspection fees, and other fees paid by Developer to the City, Port and any other Governmental Entity for obtaining permits, licenses, certificates of occupancy, Completion Confirmation, and all other Approvals and Non-City Regulatory Approvals needed to develop or construct the EIFD Improvements;

(vii) Compliance with the Approvals, the Non-City Regulatory Approvals, and CEQA, including without limitation the MMRP;

(viii) City Costs;

(ix) real property and possessory interest taxes;

(x) costs to use financing sources other than the EIFD Funding Sources that are provided by entities that are not affiliates of the Developer pursuant to an arm's length transaction, such as interest expense, points, lender fees, mortgage recording fees, and loan closing costs;

(xi) security required under the Development Agreement, Port Lease, Approvals, Non-City Regulatory Approvals or otherwise related to the construction, acceptance and/or conveyance of the EIFD Improvements, such as guarantees, letters of credit, and payment, performance and/or maintenance bonds;

(xii) Project Site safety and security measures;

(xiii) capitalized maintenance of the EIFD Improvements (i.e., maintenance that extends the useful life of such EIFD Improvements, not routine maintenance);

(xiv) Third Party costs to prepare and store audits and reports consistent with the EIFD Law and this Agreement;

(xv) any other cost specifically identified in this Agreement, the Development Agreement or IFP as a Qualified cost.

"**Agreed-Upon Allocation**" is defined in Section 4.2(a).

"**Agreement**" is defined in the introductory paragraph.

"**Allocated Tax Revenue**" is defined in the IFP.

"**Applicable Standards**" is defined in the Development Agreement.

"**Approvals**" is defined in the Development Agreement.

"**Base Year**" is defined in the IFP.

"**Board of Supervisors**" is defined in the Development Agreement.

"**Business Day**" is defined in the Development Agreement.

"**CFD**" is defined in the Financing Plan.

"**CFD Acquisition and Reimbursement Agreement**" means an Acquisition and Reimbursement Agreement (Power Station), dated for reference purposes as March 21, 2024, by and between the City and the Developer.

"**CFD Bonds**" is defined in the Financing Plan.

"**CFD Funding Sources**" is defined in the Financing Plan.

"**CFD Remainder Taxes**" is defined in the CFD Acquisition and Reimbursement Agreement.

"**City**" is defined in the Development Agreement.

"**City Share of Increment**" is defined in the IFP.

"**Complete**" (or its variant "**Completion**" or "**Completed**") is defined in the Development Agreement.

"**Component**" means a component or phase or progress payment of an EIFD Improvement shown in Exhibit B, as amended from time to time by an approved Supplement.

"**Conditional Tax Revenue**" is defined in the IFP.

"**DA Assignment and Assumption Agreement**" means an Assignment and Assumption Agreement, as defined in the Development Agreement.

"**Department of Public Works**" is defined in Section 1.4.

"**Deposit**" is defined in Section 6.4(b).

"**Developer**" means the California Barrel Company LLC, a Delaware limited liability company, and its successors and assigns.

"**Developer Allocation**" is defined in Section 4.1(d).

"**Development Agreement**" is defined in the IFP.

"**Director of Public Works**" means the Director of Public Works of the City (or any successor officer designated by or under law) or the Director's authorized designee, acting in that capacity under this Agreement.

"**Effective Date**" is defined in Section 1.1.

"**EIFD**" is defined in the IFP.

"**EIFD Assignment**" means a written assignment of all or part of this Agreement by the Developer to Person, who may be a Transferee. An EIFD Assignment must be separate and apart from any DA Assignment and Assumption Agreement.

"**EIFD Bonds**" means one or more series of bonds issued by the EIFD and secured by the Allocated Tax Revenue and Conditional Tax Revenue.

"**EIFD Funding Sources**" is defined in Recital C(1).

"**EIFD Improvements**" means the Acquisition Facilities and Privately-Owned Facilities described in Exhibit A (as such exhibit may be amended or supplemented from time to time in accordance with this Agreement) and other facilities and improvements eligible to be financed by the EIFD Law and the IFP (whether or not required by the Development Agreement) that are constructed in connection with the Project.

"**EIFD Law**" is defined in the IFP.

"**Event of Default**" is defined in Section 7.7.

"**Financing Plan**" means the Amended and Restated Financing Plan attached as Exhibit C to the Development Agreement.

"**Fiscal Year**" means the period commencing on July 1 of any year and ending on the following June 30.

"**Governing Acts**" means, as applicable, the EIFD Law, or the laws governing the issuance of EIFD Bonds.

"**Governmental Entity**" is defined in the Financing Plan.

"**Gross Tax Increment**" is defined in the IFP.

"**Housing Plan**" is the Housing Plan attached as Exhibit D to the Development Agreement.

"**Identified Funding Sources**" means, as applicable (i) EIFD Funding Sources, (ii) CFD Funding Sources, and (iii) both of the foregoing, if the EIFD Improvement is eligible to be financed by both EIFD Funding Sources and CFD Funding Sources.

"**IFP**" means the Infrastructure Financing Plan for the EIFD required to be prepared and approved under the EIFD Law.

"**Impact Fees and Exactions**" is defined in the Development Agreement.

"**Inclusionary Units**" is defined in the Housing Plan.

"**Incremental Assessed Property Value**" is defined in the IFP.

"**Indenture**" is defined in the Financing Plan.

"**Infrastructure**" is defined in the Development Agreement.

"**Inspection Request**" is defined in Section 3.1(c).

"**Monetary Default**" is defined in Section 7.7.

"**MOU**" means the Memorandum of Understanding Regarding Review, Permitting, and Inspection of Public and Private Open Space, and Port and Private Streets at Potrero Power Station, entered into by the Department of Public Works, the San Francisco Department of Building Inspection, and the Port as of June 16, 2023.

"**New Payments**" is defined in Section 6.4(d).

"**Non-City Responsible Agencies**" is defined in the Development Agreement.

"**Non-Monetary Default**" is defined in Section 7.7.

"**Notice of Special Restrictions**" is defined in the Housing Plan.

"**Parks and Open Spaces**" is defined in the Development Agreement.

"**Party**" or "**Parties**" means, individually or collectively as the context requires, Developer, the EIFD, and/or the City.

"**Payment Request**" means a document to be used by Developer in requesting payment for: (a) the Actual Costs of an Acquisition Facility or Component, substantially in the form of Exhibit C; or (b) the Actual Costs of a Privately-Owned Facility or Component, substantially in the form of Exhibit D.

"**PCOW**" is defined in Section 2.3(c).

"**Person**" is defined in the Development Agreement.

"**Plans**" means the construction drawings and specifications that together form the basis of construction for an Acquisition Facility or Component, or a Privately-Owned Facility or Component.

"**Port**" means the San Francisco Port Commission.

"**Power Station Affordable Housing In-Lieu Fees**" is defined in the Housing Plan attached as Exhibit D to the Development Agreement.

"**Power Station Proportionality In-Lieu Fees**" is defined in the Housing Plan attached as Exhibit D to the Development Agreement.

"**Private Completion Confirmation**" means, as the context requires, a Private Determination of Completion or a Private Determination of Component Completion issued by the Director of Public Works, the San Francisco Department of Building Inspection, or the Port, as applicable, under Section 5.1 with respect to Privately-Owned Facility or Component, respectively.

"**Private Determination of Completion**" means, for a completed Privately-Owned Facility, a written notice from the Director of Public Works, the San Francisco Department of Building Inspection, or the Port, as applicable, that the Privately-Owned Facility has been approved as inspected. Pursuant to the MOU, the Department of Public Works will provide construction inspection services for most Privately-Owned Facilities commenced on or after the date of the MOU, with the exception of shoreline improvements, which will be inspected by the Port. Inclusionary Units and 100% Affordable Housing Projects will be inspected by the San Francisco Department of Building Inspection. For all Privately-Owned Facilities inspected or to be inspected by the Department of Public Works or the Port, the Private Determination of Completion shall be in a form similar to the forms customarily provided by the Director of Public Works or the Port, as applicable, to evidence the completion and approval of the inspection of a facility. For Inclusionary Units and 100% Affordable Housing Projects, the Private Determination of Completion shall be a temporary certificate of occupancy.

"**Private Determination of Component Completion**" means a written notice of the Director of Public Works, the San Francisco Department of Building Inspection, or the Port, as applicable, that a Component of a Privately-Owned Facility has been approved as inspected. For a Component of a Privately-Owned Facility being financed in progress payments, the written notice shall evidence that the work represented by the progress payment requested has been performed. The form of the written notice shall be the form (e.g., a job card) customarily provided

by the Director of Public Works, the San Francisco Department of Building Inspection, or the Port, as applicable, to evidence the approval of the inspection of work in place.

"**Private Inspection Request**" is defined in Section 5.1.

"**Privately-Owned Facilities**" means EIFD Improvements that are not Acquisition Facilities.

"**Project**" is defined in the Development Agreement.

"**Project Area**" means one or more project areas of the EIFD.

"**Project Site**" is defined in the Development Agreement.

"**Proof of Payment**" means a cancelled check, a wire or ACH confirmation demonstrating delivery of a direct transfer of funds, an executed and acknowledged unconditional lien release, or other evidence approved by the City demonstrating payment of the applicable Actual Cost.

"**Public Financing Authority**" is defined in the IFP.

"**Public Improvement Agreement**" means (1) the Potrero Power Station Mixed-Use Development Project Development Phase 1 Public Improvement Agreement dated for reference as of August 4, 2022, by and between the City and the Developer, recorded in the Official Records of the City and County of San Francisco on September 21, 2022 as Instrument Number 2022088015, as it may be amended from time to time and (2) similar agreements for future phases of the Project.

"**Public Improvements**" is defined in the Development Agreement.

"**Qualified**" is defined in the Financing Plan.

"**Ready for Payment**" means that the Acquisition Facility (or Component thereof) or Privately-Owned Facility (or Component thereof) is ready for its intended use and is completed in substantial conformity with the Development Agreement, Plans and Applicable Standards and procedures, irrespective of the functionality of the larger system of which it is a part. A Ready for Payment determination does not constitute the issuance of a Notice of Completion under the Public Improvement Agreement.

"**Section 415**" means the City's Inclusionary Affordable Housing Program as of the Effective Date (Planning Code sections 415 and 415.1 through 415.11).

"**Supplement**" means a written amendment to Exhibit A or Exhibit B.

"**Supplement Review Period**" is defined in Section 1.4(a).

"**Third Party**" means a Person that is not a Party or an Affiliate.

"**Third Party Reimbursements**" means payments, if any, from Third Parties that are received by Developer as a reimbursement of costs incurred with respect to the Acquisition Facilities or Privately-Owned Facilities, such as utility or other reimbursements.

"**Transferee**" is defined in the Development Agreement.

"**Transportation Plan**" means the Transportation Plan attached as Exhibit I to the Development Agreement.

"**Unpaid Portion**" is defined in Section 6.2.

"**Vested Payment Request**" is defined in Section 6.2.

"**Workforce Agreement**" means the Workforce Agreement attached as Exhibit F to the Development Agreement.

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IN WITNESS WHEREOF, the City, the EIFD, and Developer have each caused this Agreement to be duly executed on its behalf as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN
FRANCISCO, a municipal corporation

By:
_____
Name:
_____
Title:
_____

Approved as to form:

DAVID CHIU,
City Attorney

By:
_____
Name:
_____
Deputy City Attorney

SAN FRANCISCO ENHANCED
INFRASTRUCTURE FINANCING DISTRICT
No. 1 (POWER STATION)

By:_____

Authorized Representative

DEVELOPER:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By: _____

Name: _____

Its: _____

EXHIBIT A

Description of EIFD Improvements to be Financed for the Project

The EIFD shall be authorized to finance all or a portion of the costs of the purchase, construction, expansion, improvement, seismic retrofit, rehabilitation, repair, replacement or maintenance of the public capital facilities or other projects (whether publicly- or privately-owned) of communitywide significance that are (i) authorized by the EIFD Law and (ii) required or permitted by the Development Agreement, the Plan Documents or the Approvals for the development of the project known as the Potrero Power Station Project, including, but not limited to, the actual costs of those facilities and projects of communitywide significance described below (the "**Facilities**") and those costs described below.

The Facilities may be owned by a public agency (including, but not limited to, the City and County of San Francisco (including through its Port Commission or other City agencies, collectively, "**City**")) or privately-owned as permitted by the EIFD law.

Facilities may be physically located within or outside the boundaries of the EIFD; any Facilities that are located outside the boundaries of the EIFD must have a tangible connection to the work of the EIFD.

Unless otherwise indicated, capitalized terms used herein but not defined herein have the meanings given them in the Development Agreement.

The Facilities include, but are not limited to, the following:

1. Infrastructure, as defined in the Development Agreement, constructed or caused to be constructed by Developer.

2. Parks and Open Space, as defined in the Development Agreement, including any Interim Uses, as defined in Planning Code section 249.87.

3. Public Improvements, as defined in the Development Agreement.

4. Privately-Owned Community Improvements, as defined in the Development Agreement, constructed or caused to be constructed by Developer and located within the EIFD or offsite on City- or privately-owned land.

5. Affordable Housing. The acquisition, construction, or rehabilitation of housing for persons of very low, low, and moderate income, as defined in Sections 50105 and 50093 of the California Health and Safety Code, for rent or purchase.

6. TDM Measures, as defined in the Transportation Plan attached to the Development Agreement.

7. Improvements, Waterfront Park, and Recreational Dock, all as defined in the Ground Lease (No. L-16662) between the City, operating by and through the San Francisco Port Commission and California Barrel Company LLC dated as of March 15, 2021, as it may be amended from time to time (the "Port Lease").

8. Port Approval Items, as described on Exhibit G to the Port Lease.

9. Craig Lane, as defined in the Reciprocal Easement Agreement by and among California Barrel Company LLC, FC PIER 70, LLC, and the City, operating by and through the San Francisco Port Commission, dated as of March 15, 2021, as it may be amended from time to time.

10. The partial demolition, abatement, stabilization and/or rehabilitation of existing structures for incorporation into the Potrero Power Station Project, including "Station A", "Unit 3" and "The Stack."

11. Developer's contribution to the costs of developing an (i) Enlarged Pump Station on the Pier 70 site (which eliminates the need to build the pump station included in the Power Station Infrastructure Plan (see section 14.4.1.1, Northern Connection Alternative)) and (ii) the SFPUC Sewer Connection in connection therewith.

12. Developer's contribution for tenant improvements in YMCA or other community facilities located at Power Station and/or the surrounding area (such as Building 49 at Crane Cove Park).

EXHIBIT B

Description of EIFD Improvements, with Cost Estimates

[To be completed from time to time]

Form of Exhibit B Checklist to be included with all Exhibit B Supplements:

City and County of San Francisco – Potrero Power Station Reimbursement Request

Supplemental Exhibit B Checklist

Supplemental No.

Proposed Facilit(ies)/Component(s):

Submittal Date:

Supporting Documentation:

[ ] Reasonably detailed descriptions of each Acquisition Facility, Privately-Owned Facility and Component included in the proposed Exhibit B Supplement

[ ] Estimates of the Actual Costs of each Acquisition Facility, Privately-Owned Facility and Component included in the proposed Exhibit B Supplement

[ ] Proposed Developer Allocation, if applicable

[ ] Executed contracts and related change orders, along with written summary of solicitation/award process

[ ] Acknowledged PCOW(s), if applicable

For Inclusionary Units and 100% Affordable Housing Projects:

[ ] Estimate of proposed sources and uses
[ ] Copies of any applications submitted for local, State or Federal grant or loan financing
[ ] Copy of (A) the Notice of Special Restrictions and (B) if the Notice of Special Restrictions does not evidence compliance with the EIFD Law, a covenant or restriction recorded in the real property records evidencing compliance with the EIFD Law
[ ] Plans

For 100% Affordable Housing Projects:

[ ] Copy of the Affordable Housing Conveyance Agreement
[ ] Estimate of projected operating cash flow at stabilization

EXHIBIT C

Form of Payment Request – Acquisition Facilities and Components

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____("Developer")
DEVELOPMENT PHASE: _____

California Barrel Company LLC (the "Developer") hereby requests payment in the total amount of $_____ for the Acquisition Facilities or Components as described in Exhibit B to that certain EIFD Acquisition and Financing Agreement (the "Acquisition Agreement") among the City and County of San Francisco, the San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station), and the Developer dated for reference purposes only as of March 28, 2024, all as more fully described in Exhibit C-1. In connection with this Payment Request, the Developer hereby represents and warrants to the Director of Public Works and the City to the actual knowledge of the undersigned, as follows:

1. The undersigned is a duly authorized officer of Developer, qualified to execute this Payment Request for payment on behalf of Developer.

2. The Acquisition Facilities or Components for which payment is requested were constructed in accordance with the Development Agreement (including, but not limited to, compliance with the Workforce Agreement and payment of prevailing wage), and an Inspection Request is pending for the Director of Public Works' review. Payment shall not be made until such time that the Inspection Request has been approved as indicated in a notice from the Director of Public Works.

3. All costs of the Acquisition Facilities or Components for which payment is requested hereby are Actual Costs, and have not been inflated in any respect, as indicated in the attached Proof of Payment. The costs for which payment is requested have not been the subject of any prior payment request submitted to the City.

4. The costs for which payment is requested are not the subject of dispute with any contractor, subcontractor, materialman, or other Person who supplied goods or labor, as evidenced by the attached conditional or unconditional lien releases.

5. Developer is in compliance with the terms and provisions of the Acquisition Agreement and no portion of the amount being requested to be paid was previously paid.

6. The Actual Cost of each Acquisition Facility or Component (a detailed calculation of which is shown in Exhibit C-2 for each such Acquisition Facility or Component), has been calculated in conformance with the terms of the Acquisition Agreement.

7. To the actual knowledge of the undersigned, Developer is not delinquent in the payment of ad valorem real property taxes, possessory interest taxes or special taxes or special assessments levied on the regular County tax rolls against property then-owned by Developer in the Project Site.

8. The Payment Request must be paid solely from the following Identified Funding Sources:

Identified Funding Sources from which Actual Costs may be Paid (check one or more boxes)	Identified Funding Sources
EIFD Funding Sources	Proceeds of EIFD Bonds
	Allocated Tax Revenue
CFD Funding Sources	Proceeds of CFD Bonds for Improvement Area No. ___
	Remainder Special Taxes for Improvement Area No. ___
Total Actual Cost	

Note: the table above may be expanded as needed to reflect additional CFD improvement areas or additional EIFD Funding Sources.

9. Payments under this Payment Request, when approved, to be made as follows:

[ ] The amount of $ _____ to the Developer by wire, according to the following instructions:

_____

_____

[ ] The following amount(s) to the following Third Party(ies) at the following address(es):

_____

_____

_____

10. Other relevant information about Payment Request: _____

_____

_____

The Developer hereby declares that the above representations and warranties and all information provided in this Payment Request, including attachments and exhibits, are true and correct to the actual knowledge of the undersigned.

DEVELOPER:

[insert name of Developer]

By: _____
Authorized Representative
of Developer

Date: _____

Attachments:

[ ] Notice of approval following inspection by Director of Public Works
[ ] Unconditional lien releases from the following: _____
_____
[ ] Conditional lien releases from the following: _____
_____
[ ] **For Completed Acquisition Facility**: Copy of recorded conveyance of land
[ ] **For Completed Acquisition Facility**: Copy of Acquisition Facility Determination of Completion
[ ] **For Completed Acquisition Facility**: Original assignment of warranties and guaranties
[ ] **For Completed Acquisition Facility**: Original assignment of Plans
[ ] **For Completed Acquisition Facility**: As-built drawings of the Acquisition Facility
[ ] Exhibit C-1
[ ] Exhibit C-2

Payment Request approved on _____.

By: _____
Director of Public Works

EXHIBIT C-1

Acquisition Facilities and Components to Which Payment Request Applies

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____

1. The Acquisition Facilities and Components for which payment of Actual Costs is requested under this Payment Request are: _____
_____
_____
_____
_____

2. Contract information for each contractor, subcontractor, materialman, and other contract for which payment is requested under this Payment Request is shown below.

Name	Amt. of Contract	Amt. Requested	Amt. Previously Pd.
Total			

Attachments:
[ ] Approved Supplement(s)
[ ] Proof of Payment for each amount and included in the Actual Costs

EXHIBIT C-2

Calculation of Actual Cost

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____

1. Description (by reference to Exhibit B to the EIFD Acquisition and Financing Agreement) of the Acquisition Facility or Component: _____
2. Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost, including any Developer Allocation): $ _____
3. Subtractions:

    A. Retention (see Section 4.4(d) of the EIFD Acquisition and Financing Agreement): ($ _____)

    B. Third Party Reimbursements: ($ _____)

4. Total disbursement requested (Amount listed in 2, less amounts, if any, listed in 3): $ _____

Attachments – Complete Acquisition Facilities Only:
[ ] Copies of Payment Requests for which release of retention is requested.

EXHIBIT D

Form of Payment Request – Privately-Owned Facilities and Components

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____("Developer")

California Barrel Company LLC (the "Developer") hereby requests payment in the total amount of $_____ for the Privately-Owned Facilities as described in Exhibit B to that certain EIFD Acquisition and Financing Agreement among the City and County of San Francisco, San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station), and the Developer, dated for reference purposes only as of March 28, 2024 (the "Acquisition Agreement"), all as more fully described in Exhibit D-1. In connection with this Payment Request, the Developer hereby represents and warrants to the Director of Public Works and the City to the actual knowledge of the undersigned as follows:

1. The undersigned is a duly authorized officer of Developer, qualified to execute this Payment Request for payment on behalf of Developer.

2. The Privately-Owned Facilities or Components for which payment is requested were constructed in accordance with the Development Agreement (including, but not limited to, compliance with the Workforce Agreement and payment of prevailing wage) and inspected pursuant to Section 5.1 of the Acquisition Agreement.

3. All costs of the Privately-Owned Facilities or Components for which payment is requested hereby are Actual Costs, and have not been inflated in any respect, as indicated in the attached Proof of Payment. The costs for which payment is requested have not been the subject of any prior payment request submitted to the City.

4. The costs for which payment is requested are not the subject of dispute with any contractor, subcontractor, materialman, or other Person who supplied goods or labor, as evidenced by the attached conditional or unconditional lien releases.

5. Developer is in compliance with the terms and provisions of the Acquisition Agreement and no portion of the amount being requested to be paid was previously paid.

6. The Actual Cost of each Privately-Owned Facility or Component (a detailed calculation of which is shown in Exhibit D-2 for each such Privately-Owned Facility or Component), has been calculated in conformance with the terms of the Acquisition Agreement.

7. To the actual knowledge of the undersigned, Developer is not delinquent in the payment of ad valorem real property taxes, possessory interest taxes or special taxes or special assessments levied on the regular County tax rolls against property then-owned by Developer in the Project Site.

8. The Payment Request must be paid solely from the following Identified Funding Sources:

Identified Funding Sources from which Actual Costs may be Paid (check one or more boxes)	Identified Funding Sources
EIFD Funding Sources	Proceeds of EIFD Bonds
	Allocated Tax Revenue
CFD Funding Sources	Proceeds of CFD Bonds for Improvement Area No. ___
	Remainder Special Taxes for Improvement Area No. ___
Total Actual Cost	

Note: the table above may be expanded as needed to reflect additional CFD improvement areas or additional EIFD Funding Sources.

9. Payments under this Payment Request, when approved, to be made as follows:

[ ] The amount of $ _____ to the Developer by wire, according to the following instructions:

_____

_____

[ ] The following amount(s) to the following Third Party(ies) at the following address(es):

_____

_____

_____

10. Other relevant information about Payment Request: _____

_____

_____

The Developer hereby declares that the above representations and warranties and all information provided in this Payment Request, including attachments and exhibits, are true and correct to the actual knowledge of the undersigned.

DEVELOPER:

[insert name of Developer]

By: _____
Authorized Representative
of Developer

Date: _____

Attachments:

[ ] Notice of approval following inspection

[ ] Unconditional lien releases from the following: _____

_____

[ ] Conditional lien releases from the following: _____

_____

[ ] **For Completed Privately-Owned Facility**: Temporary certificate of occupancy (where applicable)

[ ] **For Completed Privately-Owned Public Open Spaces**: Declaration of Public Open Space Covenants and Restrictions

[ ] **For Completed Inclusionary Units and 100% Affordable Housing Projects**: Notice of Special Restrictions and covenant or restriction recorded in the real property records evidencing compliance with the EIFD Law

[ ] Exhibit D-1

[ ] Exhibit D-2

Payment Request Approved on _____.

By: _____
Director of Public Works

EXHIBIT D-1

Privately-Owned Facilities and Components to Which Payment Request Applies

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____

1. The Privately-Owned Facilities and Components for which payment of Actual Costs is requested under this Payment Request are: _____

_____

_____

_____

_____

* Components of Inclusionary Units and 100% Affordable Housing Projects cannot be financed.

2. Contract information for each contractor, subcontractor, materialman, and other contract for which payment is requested under this Payment Request is shown below.

Name	Amt. of Contract	Amt. Requested	Amt. Previously Pd.
Total			

Attachments:
[ ] Approved Supplement(s)
[ ] Proof of Payment for each amount and included in the Actual Costs

EXHIBIT D-2

Calculation of Actual Cost

PAYMENT REQUEST NO. _____
MADE ON BEHALF OF: _____

1. Description (by reference to Exhibit B to the EIFD Acquisition and Financing Agreement) of the Privately-Owned Facilities or Component: _____
2. Actual Cost (list here total of supporting invoices and/or other documentation supporting determination of Actual Cost, including any Developer Allocation): $ _____
3. Subtractions:
   A. Third Party Reimbursements: ($ _____)
4. Total disbursement requested (Amount listed in 2, less amounts, if any, listed in 3): $ _____

* Components of Inclusionary Units and 100% Affordable Housing Projects cannot be financed.

[ ] **For Completed Inclusionary Units and 100% Affordable Housing Projects**: Final Internal Revenue Service Form 8609 (if applicable), and project completion audit or cost certification

EXHIBIT E

Contracting Provisions in the Development Agreement

Section 3.7 Contracting for Public Improvements. In connection with construction of the Public Improvements, Developer shall engage a contractor that is duly licensed in the State 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 the Contractor, which shall: (i) be a guaranteed maximum price contract; (ii) require contractor to maintain bonds and insurance for the benefit of Developer and the City in accordance with 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 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 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 contract, relative to all work performed by the Project's architect and engineer.

Section 3.14 Workforce. Developer shall require project sponsors, contractors, consultants, subcontractors, and subconsultants, as applicable, to undertake workforce development activities in both the construction and end use phases of the Project in accordance with the Workforce Agreement, all to the extent required thereunder.

Section 4.9 Prevailing Wages and Working Conditions. Certain contracts for work at the Project Site may be public works contracts if paid for in whole or part out of public funds, as the terms "public work" and "paid for in whole or part out of public funds" are defined in and subject to exclusions and further conditions under California Labor Code sections 1720–1720.6. In connection with the Project, Developer shall comply with all California public works requirements as and to the extent required by State Law. In addition, Developer agrees that all workers performing labor in the construction of public works (including the Public Improvements) under this Agreement will be (i) paid not less than the Prevailing Rate of Wages as defined in Administrative Code section 6.22 and established under Administrative Code section 6.22(e), (ii) provided the same hours, working conditions, and benefits as in each case are provided for similar work performed in the City in Administrative Code section 6.22(f) and (iii) employ apprentices in accordance with Administrative Code Section 23.61. Any contractor or subcontractor constructing Public Improvements must make certified payroll records and other records required under Administrative Code section 6.22(e)(6) available for inspection and examination by the City with respect to all workers performing covered labor. The City's Office of Labor Standards Enforcement ("**OLSE**") enforces applicable labor Laws on behalf of the City, and OLSE shall be the lead agency responsible for ensuring that prevailing wages are paid and other payroll requirements are met in connection with the work, all to the extent required hereunder and as more particularly described in the Workforce Agreement. The Parties acknowledge that the Project has been certified as an Environmental Leadership Development Project pursuant to AB 900 and

accordingly as of the Reference Date is required to pay prevailing wages to the extent required under section 21183(b) of the Public Resources Code. OLSE may enforce the prevailing wage requirements of section 21183(b) of the Public Resources Code to the extent required by State Law or pursuant to an agreement approved by the California Labor Commission in a form that is generally applicable to Environmental Leadership Development Projects located in the City.

EXHIBIT F

Potential Change of Work Form

*Potential Change of Work **("PCOW")***

The purpose of this form is to acknowledge a change in work for the intent of reimbursement of CFD costs.

Date: _____

PCOW No. _____

Description of Contract: _____

Vendor Name: _____

Contract Number/Change Order Number: _____

Potential Change of Work description:

Total Estimated Amount of PCOW: _____**

Developer Review: _____ _____
Developer Representative Date

City Acknowledgment:

	Acknowledged and is EIFD eligible

City comments:

_____

_____

Reviewed by: _____ _____
City Representative Date

** Estimates only. The Actual Costs of the work is eligible for financing.

Exhibit D
Housing Plan

Exhibit D
Housing Plan

I. SUMMARY

This Housing Plan is designed to ensure that thirty percent (30%) of the Residential Units produced by the Project are affordable housing units. This Housing Plan satisfies this goal by requiring Developer to build Inclusionary Units within Market-Rate Projects and/or to convey Development Parcels, at no cost, to Affordable Housing Developer, for the construction of 100% Affordable Units. In addition, Developer may partially satisfy the requirements of this Housing Plan by paying the Power Station Affordable Housing In-Lieu Fee. All proceeds of the Power Station Affordable Housing In-Lieu Fee will be paid to MOHCD and applied by MOHCD to affordable housing in Supervisorial District 10.

This Housing Plan requires that Development Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located on the Project Site.

This Housing Plan requires an amount of affordable housing that meets or exceeds other recent nearby projects. The Project will need to rely on revenues from office uses constructed by the Project to finance the affordable housing requirements of this Housing Plan. Accordingly, if approval of "Prop M" office allocations for the Project's office uses does not occur or is delayed, construction of the Project's affordable and market rate housing units may also be delayed.

This Housing Plan establishes maximum affordability levels for Inclusionary Units and 100% Affordable Units. Upon full build out of the Project Site (1) the rent for Inclusionary Rental Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning no more than eighty percent (80%) of AMI, and (2) the sales price for Inclusionary For-Sale Units and 100% Affordable Units, when combined, must not exceed, on average, a rate that is affordable to Households earning one hundred twenty percent (120%) of AMI.

II. DEFINITIONS

The following terms in this Housing Plan have the meanings given to them below. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Housing Plan.

"**Affordable Housing Conveyance Agreement**" is defined in Section IV(B).

"**Affordable Housing Developer**" means any qualified developer selected by Developer to develop a 100% Affordable Housing Parcel.

"**AMI**" when used in reference to Inclusionary Units and 100% Affordable Units means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size. If HUD ceases to publish the AMI data for San Francisco for eighteen

(18) months or more, MOHCD and Developer will make good faith efforts to agree on other publicly available and credible substitute data for AMI.

"**City Financed Units**" is defined in Section IV(A).

"**City's Inclusionary Program**" means the Planning Code section 415 and applicable regulations including the MOHCD Manual and Zoning Administrator Bulletins, as of the Original Reference Date.

"**Complete**" is defined in the Development Agreement.

"**Deferral Surcharge**" is defined in Section VIII(D).

"**Developer's Election**" is defined in Section III(A)(2).

"**Development Parcel**" means a parcel described on a Subdivision Map on which a Building will be constructed or rehabilitated.

"**Final Affordable Percentage**" is defined in Section III(A)(1).

"**Final Completion of all Residential Projects**" means the date that a First Certificate of Occupancy has been issued for all Residential Units permitted to be developed on the Project Site under the Development Agreement.

"**First Certificate of Occupancy**" shall mean the first certificate of occupancy (such as 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 that portion of the residential or commercial building dedicated to a sales office or other marketing office for residential units or leasable commercial space.

"**Final Completion Requirements**" are defined in Section III(A)(1).

"**First Construction Document**" means the first building permit, or first addendum to a site permit, for a Building that authorizes its construction to begin, but expressly excludes any construction permit for site preparation (*e.g.,* demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures).

"**For-Rent**" or "**Rental Unit**" means a Residential Unit that is not a For-Sale Unit.

"**For-Sale**" or "**For-Sale Unit**" means a Residential Unit that is offered for sale, e.g., as a condominium, for individual unit ownership.

"**Household**" means one or more related or unrelated individuals who live together in a Residential Unit as their primary dwelling.

"**Household Size**" means the number of persons in a Household occupying a Residential Unit as calculated under the MOHCD Manual.

"**Housing Cost**" means (a) with respect to a Rental Unit, a monthly rental charge (including the Utility Allowance applicable to the Household Size of such Rental Unit but excluding parking charges) that does not exceed thirty percent (30%) of the annual gross income of a Household earning the maximum AMI percentage permitted for the applicable type of Residential Unit, based upon Household Size; and (b) with respect to a For-Sale Unit, a purchase price determined in accordance with the MOHCD Manual.

"**HPP**" is defined in Section VII.

"**HPP Unit**" is defined in Section VII.

"**HUD**" means the United States Department of Housing and Urban Development, or any successor agency.

"**In-Lieu Fee Credit**" is defined in Section VIII(B).

"**Inclusionary For-Sale Unit**" means an Inclusionary Unit that is a For-Sale Unit.

"**Inclusionary Rental Unit**" means an Inclusionary Unit that is a Rental Unit.

"**Inclusionary Unit**" means a Residential Unit constructed in a Market-Rate Project, restricted to a Housing Cost under this Housing Plan.

"**Inclusionary Unit Credit**" is defined in Section V(C).

"**Interim Requirements**" is defined in Section III(A)(2).

"**Marketing and Operations Guidelines**" is defined in Section V(E)(1).

"**Market-Rate Parcel**" means a Development Parcel on the Project Site, other than a 100% Affordable Housing Parcel, on which development of residential uses is permitted.

"**Market-Rate Project**" means a Building that contains Market-Rate Units, and potentially Inclusionary Units, and may contain other uses permitted under the SUD.

"**Market-Rate Unit**" means any Residential Unit constructed within the Project Site that is not restricted to a Housing Cost.

"**Minimum 100% Affordable Unit**" is defined in Section IV(B).

"**MOHCD Manual**" means the San Francisco Affordable Housing Monitoring Procedures Manual, as published by the Mayor's Office of Housing.

"**Notice of Special Restrictions**" means a recorded document encumbering a Market-Rate Parcel that includes Inclusionary Units or a 100% Affordable Housing Parcel as specified in this Housing Plan.

"**100% Affordable Housing Parcel**" means a Development Parcel that Developer elects to convey to Affordable Housing Developer for construction of a 100% Affordable Housing Project.

"**100% Affordable Housing Project**" means a Building constructed on a 100% Affordable Housing Parcel in which all of the Residential Units are restricted to a Housing Cost, with the exception of the manager's unit. The inclusion of associated and ancillary uses, such as ground floor retail, child care, social services, parking, or other tenant- serving uses will not affect the designation of the building as a 100% Affordable Housing Project.

"**100% Affordable Parcel Infrastructure**" is defined in Section IV(B).

"**100% Affordable Unit**" means a Residential Unit that is restricted to a Housing Cost and is located within a 100% Affordable Housing Project.

"**100% Affordable Unit Credit**" is defined in Section IV(C).

"**Parking Charge**" means the charge for a parking space that is accessory to one or more residential uses on the Project Site.

"**Power Station In-Lieu Fee**" is defined in Section VIII(A).

"**Residential Unit**" is a room or suite of two or more rooms designed for residential occupancy for thirty-two (32) consecutive days or more, including provisions for sleeping, eating and sanitation, for not more than one family. Residential Units are Dwelling Units and Group Housing Units as defined by the Planning Code in effect as of the Original Reference Date.

"**Substantially Complete" or "Substantially Completed**" means, with respect to any Residential Unit, that a First Certificate of Occupancy has been issued for such Residential Unit.

"**Utility Allowance**" means a dollar amount determined in a manner acceptable to the California Tax Credit Allocation Committee, which may include an amount published periodically by the San Francisco Housing Authority or successor based on standards established by HUD, for the cost of basic utilities for Households, adjusted for Household Size. If both the San Francisco Housing Authority and HUD cease publishing a Utility Allowance, then Developer may use another publicly available and credible dollar amount approved by MOHCD.

III. HOUSING DEVELOPMENT

A. Housing Development

1. Residential Development at Full Build-Out

Upon Final Completion of all Residential Projects, Developer shall have met the following "**Final Completion Requirements**":

- the sum of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer shall equal or exceed thirty percent (30%) of the

total number of Residential Units constructed on the Project Site (the "**Final Affordable Percentage**");

- any Inclusionary Rental Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than eighty percent (80%) of AMI; and,

- any Inclusionary For-Sale Units and 100% Affordable Units, taken together, shall be restricted, on average, to a Housing Cost that is affordable to Households earning not more than one hundred twenty percent (120%) of AMI.

2. Interim Requirements

Developer shall determine whether certain Buildings will contain Inclusionary Units, and the Housing Cost of those Inclusionary Units, so long as Developer meets the following "**Interim Requirements**":

- when all Residential Units within the first Development Phase are Substantially Complete, the sum of all earned Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits must not be less than 30% of the sum of all Substantially Complete Residential Units delivered as part of the first Development Phase;

- when all Residential Units within the first Development Phase are Substantially Complete, Developer shall have Substantially Completed Inclusionary Units or 100% Affordable Units;

- when all Residential Units within each Development Phase other than the first Development Phase are Substantially Complete, the sum of all Inclusionary Unit Credits, 100% Affordable Unit Credits, and In-Lieu Fee Credits earned by Developer within all Development Phases must not be less than 30% of the sum of all Substantially Complete Residential Units; and,

- when all Residential Units within a Development Phase other than the first and second Development Phase are Substantially Complete, the sum of all Inclusionary Unit Credits and 100% Affordable Unit Credits must not be less than 5% of the sum of all Substantially Complete Residential Units

For example, if in Development Phase 3, Developer has Substantially Completed 877 Residential Units, then Developer meets the Interim Requirements if (i) Developer has obtained one hundred (100) Inclusionary Unit Credits within Development Phase 3 and Developer has obtained one hundred sixty-three (163) 100% Affordable Units Credits or one hundred sixty-three (163) In-Lieu Fee Credits.

Prior to the Planning Department's approval of the first site or building permit for any Market-Rate Project, Developer shall specify the number of Inclusionary Units proposed within such Market-Rate Project (if any), and/or whether Developer would obtain any In-Lieu Fee Credits

("**Developer's Election**"). A Notice of Special Restrictions describing Developer's Election shall be recorded prior to the issuance of the First Construction Document for such Market-Rate Project. The Planning Department shall not approve the First Construction Document for such Market-Rate Project if Developer's Election would cause the Project to violate the Final Completion Requirements or the Interim Requirements.

3. Housing Data Table

The Development Phase Application for each Development Phase shall include a housing data table and map containing the following information:

- an estimate, based on then-current market conditions, of the number of Residential Units to be constructed in such Development Phase, including the number of Inclusionary Units and 100% Affordable Units, the number of 100% Affordable Units and/or In-Lieu Fee Credits to be obtained within such Development Phase, and, to the extent known, the anticipated housing tenure (Rental Units vs. For-Sale Units);

- the number of Residential Units anticipated to be constructed in all prior Development Phases for which Developer has obtained a tentative subdivision map approval but for which the City has not issued a First Certificate of Occupancy;

- the number of Residential Units in all prior Development Phases for which the City has issued a First Certificate of Occupancy and the proposed housing tenure (Rental Units vs. For-Sale Units) of those Residential Units;

- the sum of the following taken as a percentage of the total Residential Units delivered by all Development Phases as of the date of the applicable housing data table and map submittal: (a) the Inclusionary Units for which a First Certificate of Occupancy has been issued; (b) the 100% Affordable Units for which a First Certificate of Occupancy has been issued; (c) the number of In-Lieu Fee Credits obtained by Developer; and (d) the number of 100% Affordable Unit Credits obtained by Developer; and,

- the average AMI calculated separately for Rental Units and For-Sale Units for (i) any 100% Affordable Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map, (ii) all Inclusionary Units that have obtained a First Certificate of Occupancy as of the date of the applicable housing data table and map; and (iii) 100% Affordable Units and Inclusionary Units that do not have a First Certificate of Occupancy but for which a Notice of Special Restrictions has been recorded.

IV. 100% AFFORDABLE HOUSING PARCELS

A. Conveyance to Affordable Housing Developer

Developer may elect to convey one or more 100% Affordable Housing Parcels to one or more Affordable Housing Developers for the development of one or more 100% Affordable Housing Projects. Any 100% Affordable Housing Parcel shall be located on the Project Site. Developer shall receive credit in accordance with this Section IV for the 100% Affordable Units towards the Final Completion Requirements and the Interim Requirements. 100% Affordable Units are not subject to the City's Inclusionary Program, including the lottery system established by MOHCD, unless such 100% Affordable Units receive direct monetary assistance (i.e., grant financing, debt financing, or bond financing) from the City ("**City Financed Units**"). For avoidance of confusion, such direct monetary assistance from the City does not include any financing set forth in the Financing Plan. City Financed Units are subject to City's Inclusionary Affordable Housing Program as implemented through this Housing Plan.

B. Affordable Housing Conveyance Agreement

Developer shall convey to Affordable Housing Developer the 100% Affordable Housing Parcel (either in fee or ground lease) subject to a written agreement (an "**Affordable Housing Conveyance Agreement**") under which, among other things, Developer and Affordable Housing Developer will covenant and agree that:

- Developer shall convey the 100% Affordable Housing Parcel to Affordable Housing Developer at no cost, excluding payment of customary transaction costs;

- the Affordable Housing Developer shall construct and obtain a First Certificate of Occupancy for a minimum number of 100% Affordable Units to be set forth in such Affordable Housing Conveyance Agreement (each unit, a "**Minimum 100% Affordable Unit**");

- Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at a Housing Cost for the life of the 100% Affordable Housing Project;

- Developer shall perform one or more of the following with respect to each 100% Affordable Housing Parcel:

    - Complete (or cause the Completion of) all Horizontal Improvements (whether Public Improvements or Privately-Owned Community Improvements) required to serve the 100% Affordable Housing Parcel and located within the Development Phase in which the 100% Affordable Housing Parcel is situated (the "**100% Affordable Parcel Infrastructure**"); or,

    - provide appropriate guarantees, bonds, and/or public improvement agreements reasonably acceptable to City to secure Substantial Completion of the 100% Affordable Parcel Infrastructure; and,

- Each lease for a 100% Affordable Unit that is not a City Financed Unit shall include a Lease Rider, in a form approved by MOHCD, which provides the following: "The parties acknowledge and agree that the residential unit subject to this Lease is not subject to the City and County of San Francisco's Inclusionary Affordable Housing Program, as defined in Planning Code Section 415 and associated regulations."

Developer shall have the right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer. Developer shall provide not less than ten (10) Business Days' notice to the City before any anticipated execution of an Affordable Housing Conveyance Agreement. Without limiting Developer's right to execute an Affordable Housing Conveyance Agreement with Affordable Housing Developer, the final Affordable Housing Conveyance Agreement shall be subject to the review of the Planning Director to confirm the Affordable Housing Conveyance Agreement meets the requirements of this Section IV(B). The Planning Director shall grant (through execution of the provided Affordable Housing Conveyance Agreement in the space provided therefor and delivery of same to the Developer that provided same) or withhold confirmation (or approval of any such material changes) within fifteen (15) Business Days after the Planning Director's receipt of the Affordable Housing Conveyance Agreement. Failure to grant or withhold such confirmation (or approval) in accordance with the foregoing within such period shall be deemed confirmation (or approval), provided that Developer shall have first provided notice of such failure and a three (3) Business Day opportunity to cure and such notice shall prominently indicate that failure to act shall be deemed to be confirmation (or approval).

C. 100% Affordable Unit Credits

Developer shall receive two-third (2/3) of an "**100% Affordable Unit Credit"** for each Minimum 100% Affordable Unit upon (i) conveyance of the 100% Affordable Housing Parcel to Affordable Housing Developer or execution of an Affordable Housing Conveyance Agreement and (ii) recordation of a Notice of Special Restrictions memorializing the requirements of such Affordable Housing Conveyance Agreement as well as the affordability restrictions.

Upon issuance of a First Certificate of Occupancy for each 100% Affordable Housing Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit (including any 100% Affordable Unit designated as an HPP Unit pursuant to Section VII) constructed within such 100% Affordable Housing Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable Housing Project as described in the previous paragraph (i.e., any "2/3" credits), such that the total number of 100% Affordable Unit Credits earned by Developer are the same as the number of 100% Affordable Units actually constructed in the 100% Affordable Housing Project.

No numerical limit applies to the number of 100% Affordable Unit Credits that Developer may earn for 100% Affordable Housing Projects constructed on the Project Site.

D. No Other Developer Obligations

Developer's sole obligations with respect to development of 100% Affordable Housing Projects are those set forth in this Section IV and any Affordable Housing Conveyance Agreement.

Nothing in this Housing Plan requires Developer to contribute funds to MOHCD to complete the 100% Affordable Housing Projects.

V. INCLUSIONARY HOUSING REQUIREMENTS

A. Market-Rate Projects

Developer may elect to provide Inclusionary Units within one or more Market-Rate Projects. Within any such Market-Rate Project, there will be no minimum number of Inclusionary Units so long as the Interim Requirements and Final Completion Requirements are met.

B. Financing

Developer is responsible for financing the development of the Inclusionary Units included within Market-Rate Projects and may access financing sources, including sources of below market rate housing financing, to the extent the Market-Rate Project qualifies for any such available financing. Developer is permitted under this Housing Plan to use public financing sources for Inclusionary Units, notwithstanding the provisions of the City's Inclusionary Program. The City has no obligation to provide any funding to construct any Inclusionary Units under this Housing Plan.

C. Inclusionary Unit Credits

Upon issuance of a First Certificate of Occupancy for each Inclusionary Unit (including any Inclusionary Unit designated as an HPP Unit pursuant to Section VII), Developer shall receive one "**Inclusionary Unit Credit**".

D. Procedures for Monitoring and Enforcement

Subject to this Section V, procedures for renting or selling an Inclusionary Unit must conform to the MOHCD Manual. To the extent that the MOHCD Manual is inconsistent with or conflicts with the specific requirements of this Housing Plan, this Housing Plan shall govern and control. Notwithstanding any future change to the MOHCD Manual: (a) Developer shall situate the Inclusionary Units in the Market-Rate Project as required by the City's Inclusionary Program; and (b) Affordable Housing Developer may construct accessory residential parking in the amounts permitted by the Design for Development on the 100% Affordable Housing Parcel. Developer shall have no obligation to construct or otherwise provide or make available accessory parking for any 100% Affordable Housing Project.

E. Marketing

1. Generally

Developer may not market or rent Inclusionary Units in Buildings containing Inclusionary Units until MOHCD has approved, in its reasonable discretion, the following with respect to the Inclusionary Units within such Building: (i) Marketing and Operations Guidelines, which must include any preferences required by the City's Inclusionary Program (which includes, through the MOHCD Manual, Chapter 47 of the Administative Code), and/or this Housing Plan; (ii)

conformity of the proposed Housing Cost for Inclusionary Units with this Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant Households (collectively, "**Marketing and Operations Guidelines**").

2. Marketing and Operations Guidelines

At least eight (8) months before the reasonably anticipated date of the issuance of theFirst Certificate of Occupancyfor a Market-Rate Project with Inclusionary Units, Developer shall commence to develop and diligently pursue completion of the Marketing and Operations Guidelines for such Inclusionary Units. . MOHCD will review and grant or withhold its approval of each set of Marketing and Operations Guidelines in its reasonable judgment within thirty (30) days after it is delivered. All marketing, outreach and sales or lease procedures shall be in compliance with the MOHCD Manual, except to the extent a deviance is approved by MOHCD as part of the Marketing and Operations Guidelines or is required to implement the requirements of Section VII.

3. Notice of Special Restrictions

Each Notice of Special Restrictions for a Market-Rate Project with Inclusionary Units must include the following:

- the total number of Residential Units and the number and location of the Inclusionary Units to be built in the Market-Rate Project, with the maximum AMI level for each Inclusionary Unit;
- a requirement to provide and maintain the Inclusionary Units at the specified AMI levels for the life of the Market-Rate Project;
- the City as a third-party beneficiary, with the right to enforce the restrictions and receive attorneys' fees and costs in any enforcement action; and,
- If the Inclusionary Unit will be designated as an HPP Unit, the requirements of Section VII.

VI. CITY'S INCLUSIONARY PROGRAM

Due to the detail set forth in this Housing Plan, and the differences between the City's Inclusionary Program and this Housing Plan, the Parties have not imposed all of the requirements of the City's Inclusionary Program into this Housing Plan. In the event of a conflict between the provisions of the Housing Plan and the City's Inclusionary Program, the provisions of this Housing Plan shall govern and control. However, the Parties acknowledge and agree that (i) all Inclusionary Units and City Financed Units shall be subject to the lottery system established by MOHCD under the City's Inclusionary Program (except HPP Units as set forth in Section VII), (ii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Section VI in accordance with the City's Inclusionary Program , except that all references to Section 415 will be deemed to refer to the requirements under this Housing Plan, (iii) Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program) shall apply to the Inclusionary Units, and (iv) to the extent there are implementation issues related to Inclusionary Units or City Financed Units that have not been addressed, defined, or are otherwise regulated by this Housing Plan, any regulatory agreements for the City Financed Units, or the Project SUD, then the provisions of the City's Inclusionary Program (including, but not limited to, such provisions as allowable annual increases in rent) shall govern and control such issues.

VII. HOMELESS PRENATAL PROGRAM

Developer may elect to obtain up to thirty-six (36) Inclusionary Unit Credits and/or 100% Affordable Unit Credits in total for all Development Phases by providing Homeless Prenatal Program ("**HPP**") Units (as defined below). Any such Inclusionary Units or 100% Affordable Units shall be exempted from the lottery system established by MOHCD under the City's Inclusionary Program and instead designated for use by Households served by HPP as described herein (each such unit being a "**HPP Unit**"). Any HPP Unit located within a Market-Rate Project shall be considered an Inclusionary Unit and any HPP Unit located within a 100% Affordable Housing Project shall be considered a 100% Affordable Unit. Developer may lease the HPP Units directly to Households referred to Developer by HPP or lease the HPP Units to HPP for sublease to qualifying Households. Developer may elect to terminate the designation of any Residential Unit as a HPP Unit, in which case such unit shall be an Inclusionary Unit or 100% Affordable Unit.

VIII. POWER STATION AFFORDABLE HOUSING FEE

A. Payment of Power Station Affordable Housing In-Lieu Fee

Developer may elect to pay an affordable housing fee (the "**Power Station In-Lieu Fee**") to satisfy a portion of the Project's overall affordable housing obligations. In the event of any inconsistency between this Housing Plan and the City's Inclusionary Program regarding the collection of fees, this Housing Plan shall control.

B. Calculation and Timing of Power Station In-Lieu Fee, In-Lieu Fee Credits

1. Fee Rate

The Power Station In-Lieu Fee rate as of the A&R Reference Date is Two Hundred Twenty-Four and 70/100 Dollars ($224.70) per gross square foot, payable on 100% of the Gross Floor Area of each Market Rate Unit for which Developer elects to pay the Power Station Affordable Housing In-Lieu Fee. The Gross Floor Area of each Market Rate Unit shall be deemed equal to the average Gross Floor Area of all Market Rate Units located within the bottom two-thirds (2/3) of the applicable Market Rate Project. The Power Station In-Lieu Fee rate shall be adjusted annually in accordance with Planning Code Section 415.5(b)(3); provided, however, that in no event shall any single annual adjustment increase the fee by more than two percent (2%).

2. In-Lieu Fee Credits

Developer shall receive one (1) "**In-Lieu Fee Credit**" for each Market Rate Unit for which the Power Station In-Lieu Fee is paid in full. Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits, which is intended to represent approximately 33% of the Project's affordable housing requirement.

C. Payment of Fee

The City will collect the Power Station Affordable Housing In-Lieu Fee from Developer as a condition to issuance of the First Construction Document for each Market-Rate Project for which Developer has elected to pay the Power Station Affordable Housing In-Lieu Fee; provided, however, if then permitted under the City's Inclusionary Program or other applicable Law, Developer may elect to defer payment of the Power Station Affordable Housing In-Lieu Fee to a due date prior to the issuance of the First Certificate of Occupancy subject to payment of any deferral surcharge then required by the City's Inclusionary Program or other applicable Law (the "**Deferral Surcharge**"). The rate of the Power Station Affordable Housing In-Lieu Fee shall be that in effect at the time that the Design Review Application for such Building was submitted by Developer to the City. The Power Station Housing In-Lieu Fee and the Deferral Surcharge, if applicable, shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use all Power Station Affordable Housing In-Lieu Fees collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

IX. PARKING REQUIREMENTS

D. Parking Charges

Developer (for Market-Rate Parcels) and each Affordable Housing Developer (for 100% Affordable Housing Parcels) will determine, each in its sole discretion, the Parking Charge for Parking Spaces serving the parcel; provided that Developer must not charge renters of Inclusionary Units any fees, charges, or costs, or impose rules, conditions, or procedures on such renters or buyers that do not equally apply to Market-Rate Units.

X. NOTICES TO MOHCD

Notices given under this Housing Plan are governed by Section 14.10 (Notice) of the Development Agreement. Notices to MOHCD must be addressed as specified below.

To MOHCD:

Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94102
Attn: Director

With a copy to:

David Chiu, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102
Attn: RE/Finance

Exhibit E
Design for Development

[included as separate file]

Exhibit F
Workforce Agreement

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WORKFORCE AGREEMENT
(POTRERO POWER STATION)

I. Project Background. The development plan for the Project Site under the Development Agreement provides for the development of a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood, all as more particularly described therein (as defined in the Development Agreement, the "**Project**"). Construction by Developer under the Development Agreement will include development of Developer Property, as well as construction by Developer of a series of contiguous, integrated waterfront parks, including on City-owned and/or Port-owned property.

This Workforce Agreement sets forth the activities Developer shall undertake, and require its Construction Contractors (as defined below), Covered Contractors (as defined in Attachment B), Contractors (as defined in Attachment C), Consultants (as defined in Attachment C), Subcontractors (as defined below), Subconsultants (as defined in Attachment C), and Permanent Employers (as defined below), as applicable, to undertake, to support workforce development in the construction and operation of the Project, all as and to the extent required under this Workforce Agreement. Without limiting Section E.4, compliance with this Workforce Agreement shall satisfy the requirements of Administrative Code Chapters 82 (Local Hiring Requirements) and 83 (First Source Hiring Program) with respect to Port Sub-Area and the City Sub-Area, provided, however, that to the extent there are Covered Operations developed on the Port Sub-Area or the City Sub-Area under the Development Agreement, then such Covered Operations shall be required to comply with the Operations Workforce Requirements as provided herein.

II. Purpose of the Workforce Agreement. This Workforce Agreement sets forth the employment and contracting requirements for the construction and operation of the Project. This Workforce Agreement has been jointly prepared by the City and Developer (on behalf of itself and its successors under the Development Agreement with respect to the Workforce Improvements covered hereby), in consultation with others, including OEWD and other relevant City Agencies.

The purpose of this Workforce Agreement is to ensure training, employment and economic development opportunities are part of the construction and operation of the Project. This Workforce Agreement creates a mechanism to provide employment and economic development opportunities for economically disadvantaged persons and San Francisco residents. The City and Developer agree that job creation and equal opportunity contracting opportunities in all areas of employment are an essential part of the development of the Project Site under the Development Agreement. The City and Developer agree that it is in the best interests of the Project and the City for a portion of the jobs and contracting opportunities of the Project to be directed, to the extent possible based on the type of work required, and subject to collective bargaining agreements, to local, small and economically disadvantaged companies and individuals whenever there is a qualified candidate.

This Workforce Agreement identifies goals for achieving this objective and outlines certain measures that will be undertaken in order to help ensure that these goals and objectives are successfully met. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project.

This Workforce Agreement requires the following, all as more particularly described herein:

- Permanent Employers that occupy more than 25,000 gross square feet of space for Commercial Activity that meets the requirements of a Covered Operation will enter into a First Source Hiring Agreement for Operations (in the form attached as Attachment A-1). Developer will also include in its applicable contracts with such

Permanent Employers provisions that require Permanent Employers to identify a single point of contact and contact OEWD's Business Services team to discuss its obligations under the First Source Hiring Agreement.

- Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2.

- Developer will meet the hiring and Apprenticeship goals with respect to Local Residents (as defined in Attachment B) and Disadvantaged Workers (as defined in Attachment B) for certain Construction Work (as defined below) on the Port Sub-Area and the City Sub-Area, as set forth in Attachment B (Local Hiring Requirements).

- Developer will meet the utilization and outreach goals with respect to Local Business Enterprises for certain Construction Work, as set forth in Attachment C (LBE Utilization Plan).

- The Project will fund certain job readiness and training programs run by CityBuild, as more particularly described in Section D.

The foregoing summary is provided for convenience and for informational purposes only.

III. Workforce Agreement.

A. DEFINITIONS

The following terms specific to this Workforce Agreement have the meanings given to them below or are defined where indicated. Other initially capitalized terms are defined elsewhere in the Development Agreement. All references to the Development Agreement include this Workforce Agreement unless explicitly stated otherwise.

"**Apprentice**" means any worker who is enrolled in or otherwise committed to a construction apprenticeship program that maintains current registration with the State of California's Division of Apprenticeship Standards.

"**Apprenticeship**" shall mean a work experience that combines formal job-related technical instruction with structured on-the-job learning experiences. Apprentices are hired by an employer at the outset of a training program, and the training program is pre-approved by the US Department of Labor ("**USDOL**") or California Division of Apprenticeship Standards ("**DAS**"). Apprentices receive progressive wages commensurate with their skill attainment throughout an apprenticeship training program. Upon successful completion of all phases of on-the-job learning and related instruction components, Apprentices receive nationally recognized certificates of completion issued by the USDOL or DAS.

"**Biotechnology Occupations**" means positions that are held by biotechnology professionals who develop products from living systems. Biotechnology commonly refers to genetically derived materials, but can also refer to developments based in microbiology, molecular biology and cell biology. Biotechnologists strive to understand the workings of biological organisms, from the genes at the molecular level and the processes occurring at the cellular level, all the way up to entire organisms and how they perform their functions. Biotechnologists can find themselves working in a number of fields, but almost all positions will be highly focused on performing research in laboratory settings.

"**Building**" means each new building to be constructed or existing building to be rehabilitated on the Project Site under the Development Agreement.

"**Chapter 83**" is defined in Section III.C.2.

"**CityBuild**" means the OEWD construction training program commonly known as CityBuild.

"**Commercial Activity**" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other for-profit commercial uses permitted under the Project SUD that are conducted within a Building. For the avoidance of doubt, Commercial Activity shall not include the operation of standalone affordable housing buildings or community, childcare or arts facilities.

"**Construction Contractor**" means a construction contractor hired by or on behalf of Developer who performs Construction Work on the Developer Property.

"**Construction Work**" means, as applicable, (a) the initial construction of all Public Improvements, (b) the initial construction of Privately-Owned Community Improvements, (c) the initial construction of all Buildings to be carried out by Developer and (d) initial tenant improvement work within any Building undertaken within the first year after the initial certificate of occupancy is issued with respect to such Building, in each case under the Development Agreement. For the avoidance of doubt, Construction Work shall not include any (i) repairs, maintenance, renovations or other construction work performed on a Building after the City issues a certificate of occupancy for the applicable portion of the Building, (ii) specialized labor, (iii) work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, (iv) work required to be performed by employees of a vendor or manufacturer (or a specialty contractor retained by a vendor or manufacturer) to protect a manufacturer's or vendor's warranty or guarantee, (v) construction of standalone affordable housing buildings or community, childcare or arts facilities or (vi) construction of residential owner-contracted improvements in for-sale residential units.

"**Construction Workforce Requirements**" is defined in Section III.B.1.

"**Covered Operations**" means (i) Commercial Activity that results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation in a Building of a residential project containing more than 25,000 gross square feet or more than 10 market-rate residential units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of residential units, (b) residential projects containing less than 25,000 gross square feet or fewer than 10 market-rate residential units, (c) Buildings containing less than 25,000 gross square feet or (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years thereafter.

"**Covered Project**" means Construction Work on the Port Sub-Area or the City Sub-Area with an estimated cost in excess of the Threshold Amount.

"**Developer**" is defined in the Development Agreement.

"**Development Agreement**" means the Development Agreement to which this Workforce Agreement is attached and made a part thereof, as the same may be amended, modified and supplemented from time to time pursuant to its terms.

"**FSHA**" means the City's First Source Hiring Administration.

"**Horizontal Improvements**" means (a) the initial construction of all Public Improvements and (b) the initial construction of Privately-Owned Community Improvements, in each case under the Development Agreement.

"**Local Business Enterprise(s)**" **or** "**LBE**" means a firm that has been certified as an LBE as set forth in Administrative Code Chapter 14B (Local Business Enterprise Utilization and Non Discrimination in Contracting Ordinance).

"**Local Resident**" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

"**OEWD**" means the City's Office of Economic & Workforce Development.

"**OLSE**" means the City's Office of Labor Standards Enforcement.

"**Operations Workforce Requirements**" is defined in Section III.C.1.

"**Permanent Employer**" means each employer that occupies more than 25,000 gross square feet of space for Commercial Activity(ies) in a Covered Operation.

"**Subcontractor**" is defined (i) with respect to any Construction Contractor, in Attachment A-2, (ii) with respect to any Covered Contractor, in Attachment B, and (iii) with respect to any Contractor, in Attachment C.

"**Technology-Enabled Occupations**" means positions that require skills related to Information, Media and ICT Literacy as highlighted in California's Digital Literacy definition, "[one's capacity] for using digital technology, communications tools, and/or networks in creating, accessing, analyzing, managing, integrating, evaluating, and communicating information in order to function in a knowledge-based economy and society." Technology- Enabled Occupations require the ability to analyze, access and work with common computing and communications devices, operating systems, networking systems and applications. These occupations require the ability to understand and use ICT computing, communications and information technologies; use technologies for advance research, analysis and administrative operations. These occupations also require the ability to create, interpret and work with an increasing variety of digital media.

"**Technology Occupations**" means positions that require core competencies in information and communication technology ("**ICT**") systems and solutions. These occupations develop and deploy technologies and infrastructures to both support their enterprise and product users. Additionally, technology occupations require skills in research, design, development and analysis of custom technological products; including software, web, application, and cloud-based products. Technology occupations also include, but are not limited to, positions that are related to the sales, marketing and engineering of these technology-based products. Technology Occupations typically occur in the major industry clusters as defined by the North American Industry Classification System (NAICS): Software Publishers; Wired Telecommunications; Wireless Telecommunications; Satellite Communications; Data

Processing, Hosting and Related Services; Internet Publishing and Broadcasting and Web Search Portals; and Computer Systems Design. Major Technology Occupation clusters as identified by the Bureau of Labor Statistics include information support and services; network systems; program and software development; and web and digital communications.

"**Threshold Amount**" is defined in section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination to the extent that such amendments apply to the Project pursuant to the Development Agreement.

B. CONSTRUCTION WORK

1. **Application**. Developer and Construction Contractors, Covered Contractors and Contractors shall comply with the applicable provisions of this **Section III.B** (the "**Construction Workforce Requirements**") during construction of Horizontal Improvements and Buildings.

2. **Local Hiring Requirements**. Developer and Covered Contractors (and their subcontractors regardless of tier) must comply with the Local Hiring Requirements set forth on Attachment B with respect to Covered Projects.

3. **First Source Hiring Program for Construction Work**. Prior to the Commencement of Construction of the first Horizontal Improvements or Building on the Developer Property, Developer will enter into a Memorandum of Understanding with the City's First Source Hiring Administration in the form attached as Attachment A-2 under which Developer must include in its contracts with Construction Contractors for Construction Work on the Developer Property a requirement that the applicable Construction Contractor enter into a First Source Hiring Agreement for Construction in the form attached to Attachment A-2 as Exhibit A thereto, and must provide a signed copy of the relevant Form exhibits to the FSHA, as more particularly described therein.

4. **Local Business Enterprise Requirements**. Developer and its Contractors and Consultants must comply with the Local Business Enterprise Utilization Program set forth in Attachment C.

5. **Obligations; Limitations on Liability**. Developer shall use good faith efforts, working with OEWD or its designee, to enforce the applicable Construction Workforce Requirements with respect to its Construction Contractors, Covered Contractors, Contractors and Consultants, and each Construction Contractor, Covered Contractor, Contractor and Consultant, as applicable, shall use good faith efforts, working with OEWD or its designee, to enforce the Construction Workforce Requirements with respect to its Subcontractors and Subconsultants (regardless of tier). However, Developer shall not be liable for the failure of its Construction Contractors, Covered Contractors, Contractors and Consultants, and Construction Contractors, Covered Contractors, Contractors and Consultants shall not be liable for the failure of their respective Subcontractors and Subconsultants.

6. **Prevailing Wages and Working Conditions**. Developer and other applicable parties shall pay prevailing wage as required under the Development Agreement and, to the extent applicable, the Port Lease.

C. PROJECT OPERATIONS

1. **Application**. Covered Operations within the Project will be subject to the applicable First Source Hiring Program requirements set forth in this Section III.C (collectively, the "**Operations Workforce Requirements**")**.**

2. **First Source Hiring Program for Covered Operations**. Each Developer of commercial space for Covered Operations will comply with the operational requirements of Administrative Code Chapter 83 ("**Chapter 83**") by undertaking the following: (i) such Developer will include in all leases, subleases or other occupancy contracts for Covered Operations (each, a "**Commercial Lease**") a requirement that the Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1; (ii) such Developer will provide the executive(s) contact information within 10 days of execution of, or, if available, prior to execution of the applicable Commercial Lease, and will provide updated contact information annually thereafter; and (iii) with the execution of each applicable Commercial Lease, such Developer will require the tenant to notify OEWD Business Services of such execution.

D. WORKFORCE JOB READINESS AND TRAINING FUNDS

Developer shall pay to OEWD up to One Million Dollars ($1,000,000) ("**Total Contribution**") for apprenticeship and job training programs and/or grants focused on construction, small contractor support, environmental sustainability, and open space maintenance, as well as biotech and technology for end-use commercial activity (and OEWD shall use such funds solely for such purpose), payable in various installments, as described below.

1. **Application**. Developer will provide OEWD with the Total Contribution to support apprenticeship and job training and readiness programs run by OEWD as more particularly set forth in this **Section III.D.1** (all funds required under this Section III.D.1, the "**Job Readiness and Training Funds**"). The funding requirements under Section III.D.2, III.D.3 and III.D.6 will be binding on Developer. The funding requirements under Sections III.D.4 and III.D.5 will be binding on Developer or may be assigned to future Lessees.

2. **CityBuild Program**. The Project will pay a total of **$**360,000 across the first three Development Phases in accordance with this Section III.D.2 that the City will use to fund CityBuild programs.

a. Purpose and Amount. The Project will pay the City such total of $360,000, from the Total Contribution, which the City will use to fund CityBuild programs run by OEWD's Workforce Development Division. Funds will be allocated in OEWD's discretion, but programs funded with this payment may include the CityBuild Academy, an 18-week pre-apprenticeship training program that prepares citywide residents for entry into the trades; the Construction Administration & Professional Service Academy, an 18-week program offered at City College of San Francisco that prepares San Francisco residents for entry-level careers as professional construction office administrators; or the CityBuild Women's Mentorship Program, a volunteer program that connects women construction leaders with experienced professional and mentors.

b. Manner and Timing of Payment. Developer will pay such total of $360,000 in accordance with the following schedule:

Phase 1: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

Phase 3: Developer will pay the City $120,000 within sixty (60) days after the Development Phase 3 Approval is Finally Granted.

3. CityBuild Services. The Project will pay a total of $90,000, from the Total Contribution, that will be used to remove barriers to permanent employment.

a. Purpose and Amount. The Project will pay such total of $90,000 to fund the delivery of services to assist individuals, interested in entering CityBuild or the trades, with addressing barriers to employment. The services will offer case management and supportive services (driver license, housing, union dues, tools, uniform/boots). The resources will be primarily for residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and for other disadvantaged job seekers citywide. The participants will be assessed for their appropriateness to work in construction and will be provided services to assist them with entering a career in construction.

b. Manner and Timing of Payment. Developer will pay such total of $90,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

4. Biotechnology.

a. Purpose and Amount. The Project will pay a total of $225,000, from the Total Contribution, associated with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.4 to fund the delivery of training and barrier removal services to assist individuals interested in entering the biotechnology industry. The curriculum will prepare participants to work in entry level positions in the field of biotechnology in high-tech industry and research institutions. This is an interdisciplinary program including courses and practical training in math, chemistry, biology, computer skills, and English. Emphasis is placed on program participants developing competency for working in a laboratory environment, including performing basic and advanced laboratory techniques, collecting, documenting, and analyzing data, and participating in short-term independent projects. Fundamental skills and workplace competencies are a focus, with an emphasis on practical laboratory skills combined with training in a working laboratory setting. Potential career pathways include Technician or Research Associate in R&D, or biotechnology manufacturing in a research lab or biotech company.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 to the City within sixty (60) days after the Phase Approval is Finally Granted for the first Development Phase that includes a life science-related office-commercial Building.

5. TechSF Bridge Training for Dogpatch/BVHP Communities & Targeted End Use Jobs. The Project will pay a total of $225,000, from the Total Contribution, associated

with commercial-office development in Development Phase 1 and in future Development Phases, in accordance with this Section III.D.5.

a. Purpose and Amount. The Project will be required to pay such total of $225,000 to OEWD that will be used to support moderate-skilled job training and education programs that prepare residents for technology and technology-enabled positions. Examples of such positions include but are not limited to IT administrators, data scientists, and also include office administration positions for tenant's new employee hiring and incumbent employee advancement offered through the TechSF initiative or OEWD-identified partners. Programming will target residents of zip codes 94107, 94124, 94103, 94110, 94112, and 94134, and other disadvantaged job seekers citywide. OEWD will customize technology training based on the types of tenant leasing space within the Development Phase.

b. Manner and Timing of Payment. Developer will pay such total of $225,000 in accordance with the following schedule:

First Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the first Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

Second Relevant Phase: Developer will pay $112,500 to the City within sixty (60) days after the issuance of the First Construction Document for the first Vertical Improvements within the second Development Phase for which a Development Phase Approval has been Finally Granted and that includes a life science-related office-commercial Building.

6. Contractor Development Program. The Project will pay a total of $100,000, from the Total Contribution, to support the City's efforts to assist certified Local Business Enterprise contractors in removing barriers that face small businesses. The City's Contractor Development Program includes training, one-on-one counseling and group workshops in the areas that include (1) technical assistance on business management, estimating, financial analysis and project scheduling, (2) Assistance with Surety Bonding, (3) a Mentor Protégé Program that pairs micro-LBEs with business mentors and (4) Contractor Accelerated Payment Program (CAPP) and loan guarantee. OEWD will transfer, to the City and County of San Francisco's Contract Monitoring Division, these funds to support the Contract Monitoring Division's Contractor Development Program.

a. Manner and Timing of Payment. Developer will pay such total of $100,000 in accordance with the following schedule:

Phase 1: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 1 Approval is Finally Granted.

Phase 2: Developer will pay $50,000 to OEWD within sixty (60) days after the Development Phase 2 Approval is Finally Granted.

7. Workforce System Engagement. Each Developer of commercial space for Covered Operations agrees to include in any Commercial Lease with a Permanent Employer that

employs primarily Technology Occupations, Technology-Enabled Occupations and Biotechnology Occupations in the applicable Covered Operation a requirement that such Permanent Employer enter into a First Source Hiring Agreement for Operations in the form attached as Attachment A-1 requiring that the Permanent Employer dedicates employer time and resources to support curriculum development and direct engagement with workforce participants, consisting of working in good faith with OEWD in:

a. Reviewing and providing input into biotechnology- and information technology-focused workforce development curricula.

b. Hosting on-site training opportunities, including open houses, workplace/industry showcases, and job shadowing for workforce system participants.

c. Participating in workforce development events targeted to increasing career awareness and readiness for technology, biotechnology, and tech/biotechnology-enabled careers such as employer spotlights at workforce development centers, classroom lectures, career panels, resume workshops, mock interviews, mentoring, student showcases or other supportive activities.

d. Hiring participants from OEWD sponsored workforce programs that offer direct employment opportunities. This may include:

   i. paid work experience/internships for OEWD biotechnology and information technology trainees for careers such as biotechnicians, research associates, and tech positions to gain exposure to the workforce.

   ii. Entering into such First Source Hiring Agreement for Operations covering the above training programs outlined above, which includes obligations related to disseminating job opportunities, as well recruiting candidates from the workforce development system with a particular focus on tech and bio-tech training and employment services, all as more particularly described therein.

8. **Accounting**. Developer will have no right to challenge the appropriateness of or the amount of any expenditure of the Job Readiness and Training Funds, so long as the Job Readiness and Training Funds are used in accordance with the provisions of this Section III.D. The Job Readiness and Training Funds may be commingled with other funds of the City for purposes of investment and safekeeping, but the City shall maintain records as part of the City's accounting system to account for all the expenditures for a period of four (4) years following the date of the expenditure, and make such records available upon Developer's request.

9. **Board Authorization.** By approving the Development Agreement, including this Workforce Agreement, the Board of Supervisors authorizes the City (including OEWD) to accept and expend the Job Readiness and Training Funds paid by Developer as set forth herein. The Board of Supervisors also agrees that any interest earned on any the Job Readiness and Training Funds shall remain in designated accounts for use by OEWD for workforce readiness and training consistent with this Section III.D and shall not be transferred to the City's general fund.

E. GENERAL PROVISIONS

1. **Enforcement**. OEWD shall have the authority to enforce the Construction Workforce Requirements and the Operations Workforce Requirements. OEWD shall cause its staff to work cooperatively to create efficiencies and avoid redundancies and to implement this Workforce Agreement and the First Source Hiring Agreements in good faith, and to work with all of the Project's stakeholders, including Developer, Construction Contractors, Covered Contractors and Contractors (and Subcontractors) and Permanent Employers, in a fair, nondiscriminatory and consistent manner.

2. **Third Party Beneficiaries**. Each contract for Construction Work or Covered Operations and each Commercial Lease shall provide that OEWD shall have third party beneficiary rights thereunder for the limited purpose of enforcing the requirements of this Workforce Agreement applicable to such party, directly against such party.

3. **Flexibility**. Some jobs will be better suited to meeting or exceeding the hiring goals than others, hence all workforce hiring goals hereunder will be cumulative, not individual, goals for any Construction Contractor, Covered Contractor, Contractor or Permanent Employer. In addition, Developer shall have the right to reasonably spread the workforce goals, in different percentages, among separate Construction Contracts and Commercial Leases so long as the cumulative goals among all of the Construction Contracts and Commercial Leases at any given time meet the requirements of this Workforce Agreement. The parties shall make such modifications to the applicable First Source Hiring Agreements consistent with Developers' allocation. This acknowledgement does not alter in any way the requirement that Developer, Construction Contractors, Covered Contractors, Contractors and Permanent Employers comply with good faith effort obligations to meet their respective participation goals for the Construction Work and Covered Operations under their respective First Source Hiring Agreements.

4. **Exclusivity**. In recognition of the unique circumstances and requirements surrounding the Project, the City, including through OEWD, and Developer have agreed that this Workforce Agreement will constitute the exclusive workforce requirements for the Project. Without limiting the generality of the foregoing, if the City implements or modifies any workforce development policy or requirements after the Reference Date, whether relating to construction or operations, that would otherwise apply to the Project, and Developer asserts that such change as applied to the Project would be prohibited by the foregoing or the Development Agreement (including an increase in the obligations of Developer or its contractors under any provisions of the Development Agreement), and the City disputes such assertion, then the parties shall resolve the issue through the dispute resolution procedures of Section III.F below.

F. DISPUTE RESOLUTION.

1. **Meet and Confer**. In the event of any dispute under this Workforce Agreement (including as to compliance with this Workforce Agreement), the parties to such dispute shall meet and confer in an attempt to resolve the dispute in good faith for a period of 10 Business Days after request therefor from the complaining party; provided that the complaining party may proceed immediately to the arbitration provisions of Attachment D (Dispute Resolution) attached, without engaging in such a conference or negotiations, if the facts could reasonably be construed to support the issuance of a temporary restraining order or a preliminary injunction.

2. **Arbitration**. Disputes arising under this Workforce Agreement may be submitted to the provisions of Attachment D (Dispute Resolution) if the meet and confer provision of Section III.F.l above does not result in resolution of the dispute within the time period described therein.

Attachment A-1: First Source Hiring Agreement
For Business, Commercial Operations, and Lease Occupancy of the Building

This First Source Hiring Agreement (this "Agreement") is made as of _____ __, 20__ (the "Effective Date") by and between _____, a _____ (the "Lessee"), and the First Source Hiring Administration (the "FSHA"), collectively the "Parties".

RECITALS

WHEREAS, pursuant to that certain Workforce Agreement (the "Workforce Agreement") attached to that certain Development Agreement between [Developer] and the City and County of San Francisco, a municipal corporation (the "City"), dated as of [_____ __, 2020] (the "Development Agreement"), Developer is required to include in Commercial Leases a requirement that the Permanent Employers enter into a First Source Hiring Agreement for Operations, as more particularly described therein;

WHEREAS, Lessee has plans to occupy a portion of the building at [Address] (the "Premises") pursuant to that certain [_____] between Lessee and [Developer], dated as of [_____ __, 20__] (the "Contract"), which requires the execution of a First Source Hiring Agreement for Operations under the Workforce Agreement; and

WHEREAS, as a material part of the consideration given by Lessee under the Contract, Lessee has agreed to execute this Agreement and participate in the Workforce System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83"), as required hereunder.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows (and capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Development Agreement):

a. "Building" means each new building to be constructed or existing building to be rehabilitated on the Project Site under and as defined in the Development Agreement.

b. "Commercial Activity" means retail sales and services, restaurant, hotel, education and office uses, technology and biotechnology business, and any other for-profit commercial uses permitted under the Project SUD (as defined in the Development Agreement) that are conducted within a Building. For the avoidance of doubt, Commercial Activity shall not include the operation of standalone affordable housing buildings or community, childcare or arts facilities.

c. "Commercial Lease" means all leases, subleases or other occupancy contracts for Covered Operations.

d. "Covered Operations" means (i) Commercial Activity that results in the expansion of entry and apprentice level positions that are located within a newly constructed Building or an addition, or alteration thereto, where the Building (or addition or alteration thereto) contains more than 25,000 gross square feet in floor area, and (ii) the operation in a Building of a residential project containing more than 25,000 gross square feet or more than 10 market-rate residential units. Covered Operations do not include (a) any operations or activities conducted by tenants, subtenants or owners of residential units, (b) residential projects containing less than 25,000 gross square feet or fewer than 10 market-rate residential units, (c) Buildings containing less than 25,000 gross square feet or (d) activities or operations conducted by tenants, subtenants and other occupants of less than 25,000 gross square feet of space within a Building. Covered Operations are limited to the period that starts at the initial certificate of occupancy for the applicable space and ends on the date that is 10 years thereafter.

e. "Developer" means *insert name of applicable Developer,* including any successor during the term of this Agreement.

f. "Entry Level Position: Any non-managerial position that requires less than two (2) years of training or specific preparation, and shall include temporary, permanent, trainee and intern positions.

g. "Local Resident" means an individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the project.

h. "Permanent Employer" means each employer that occupies more than 25,000 gross square feet of space for Commercial Activity(ies) in a Covered Operation.

i. "Referral" means a member of the Workforce System who has been identified by OEWD as having the appropriate training, background and skill sets for a Lessee specified Entry Level Position.

j. "Workforce Improvement" means Buildings that are subject to Chapter 83.

k. "Workforce System" means the First Source Hiring Administration, established by the City and County of San Francisco and managed by OEWD.

2. OEWD WORKFORCE SYSTEM PARTICIPATION

a. Lessee shall notify OEWD's Business Services Team of every available Entry Level Position and refrain from advertising each such position to the general public for ten (10) days after providing notice to OEWD to allow OEWD time to recruit and refer qualified candidates to Lessee. For each Entry Level Position, Lessee shall provide a report to OEWD no later than ten (10) business days after the position is filled, in which Lessee discloses the name of any Referral that is hired and his or her position title, starting salary, employment start date, names of Referrals interviewed for the position, and reasons why Lessee declined to hire or interview Referrals. Lessee shall have the sole discretion to interview any Referral by OEWD. Hiring decisions shall be entirely at the discretion of Lessee.

b. If Lessee employs primarily Technology Occupations, Technology-Enabled Occupations, or Biotechnology Occupations (as each such term is defined in the Workforce Agreement) in the applicable Covered Operations, Lessee shall dedicate employer time and resources to support curriculum development and direct engagement with workforce participants, consisting of working in good faith with OEWD in:

i. Reviewing and providing input into biotechnology- and information technology-focused workforce development curricula.

ii. Hosting on-site training opportunities, including open houses, workplace/industry showcases, and job shadowing for workforce system participants.

iii. Participating in workforce development events targeted to increasing career awareness and readiness for technology, biotechnology, and tech/biotechnology-enabled careers such as employer spotlights at workforce development centers, classroom lectures, career panels, resume workshops, mock interviews, mentoring, student showcases or other supportive activities.

iv. Hiring participants from OEWD sponsored workforce programs that offer direct employment opportunities. This may include: paid work experience/internships for OEWD biotechnology and information technology trainees for careers such as biotechnicians, research associates, and tech positions to gain exposure to the workforce.

c. Notwithstanding anything to the contrary herein, nothing in this Agreement precludes Lessee from immediately advertising and filling an Entry Level Position that performs essential functions of its operation provided, however, the obligations of this Agreement to make good faith efforts to fill such vacancies permanently with Local Residents remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to remain open for business. If Lessee has an immediate need to fill an Entry Level Position that performs essential functions, Lessee shall provide OEWD notice of such position, and the fact that there is an immediate need to fill such position, on or before the date such position is advertised to the general public.

d. Notwithstanding anything to the contrary herein, nothing in this Agreement limits or imposes any requirements on Lessee's ability to fill, or the process by which Lessee fills, an Entry Level Position with an internal promotion (an "Internal Promotion") or an existing employee of Lessee or an affiliate from a place of employment operated by Lessee or its affiliate outside of the Premises (an "Internal Transfer"). For the avoidance of doubt, hiring a trainee or intern as a permanent employee to fill an Entry Level Position shall not constitute an Internal Promotion, and interns and trainees shall not constitute existing employees for purposes of an Internal Transfer.

e. This Agreement shall be in full force and effect until the date that is ten (10) years following the commencement of Lessee's operations at the Premises or earlier termination of the Contract, unless extended by Lessee upon notice to OEWD in Lessee's discretion (but no longer than throughout the Lessee's occupancy of the Building).

3. GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Lessee will make good faith efforts to comply with its obligations under this Agreement. Determination of good faith efforts shall be based on all of the following:

a. Lessee executes this Agreement and OEWD's standard *First Source Employer's Projection of Entry Level Positions* form upon entering into the Contract. Lessee also accurately completes and submits the *First Source Employer's Projection of Entry Level Positions* form annually to reflect employment conditions.

b. Lessee agrees to and does register with OEWD's Referral Tracking System upon execution of this Agreement.

c. Lessee notifies OEWD's Business Services Team of all available Entry Level Positions ten (10) days prior to posting with the general public, subject to the provisions of Section 2 above. The Lessee identifies a single point of contact responsible for communicating to OEWD Entry Level Positions and takes active steps to ensure continuous communication with OEWD's Business Services Team.

d. Lessee accurately completes and submits the *First Source Employer's Projection of Entry-Level Positions* form, or its equivalent in the Referral Tracking System, to OEWD's Business Services Team upon execution of this Agreement.

e. Lessee attempts to fill at least 50% of open Entry Level Positions with Local Residents. Specific hiring decisions shall be made in the sole discretion of the Lessee.

f. If applicable, Lessee dedicates time and resources to support curriculum development and direct engagement with workforce participants as provided in Section 2(b) above.

g. Notwithstanding anything to the contrary contained herein, any of Lessee's obligations hereunder may be waived by FSHA upon Lessee's request if FSHA reasonably determines for good cause shown by Lessee that the applicable requirement is not relevant to the particular situation, would cause undue hardship or that an alternative approach would better meet the goals of this FSHA Operations Agreement.

Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements, project stabilization agreements, existing employment contracts or other labor agreements or labor contracts (collectively, "Collective Bargaining Agreements"). In the event of a conflict between this Agreement and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Agreement.

Lessee's failure to meet the criteria set forth in Sections 3(a)-(f) does not impute "bad faith", but may trigger review of the Lessee's referral process and the Lessee's compliance with this Agreement. Noncompliance with this Agreement may result in penalties as defined in SF Administrative Code Chapter 83, to the extent provided therein. By executing this Agreement, Lessee acknowledges that Lessee has reviewed San Francisco Administrative Code Chapter 83 and understands its requirements.

4. NOTICE

All notices to be given under this Agreement shall be in writing and sent via mail or email as follows:

If to OEWD:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Business.Services@sfgov.org

If to Lessee:

_____
_____
_____

5. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the Parties and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors or permitted assignees. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement shall not be affected. If this Agreement is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions.

6. PRIVACY.

Nothing contained in this Agreement requires Lessee to provide any personal identifying information or any other information about any person to OWED, FSHA or any other person or entity unless FSHA has (i) obtained a waiver from such person allowing Lessee to provide such information to such person or entity and (ii) provided evidence of such waiver to Lessee.

7. 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 references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this Agreement shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this Agreement shall not be applicable to the matters covered hereby). Venue for any proceeding related to this Agreement shall be solely in courts located in the City. Each party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

Lessee:

_____,
a _____

[INSERT SIGNATURE BLOCK]

FSHA:

First Source Hiring Administration

[INSERT SIGNATURE BLOCK]

Attachment A-2:

Memorandum of Understanding

Attachment A-2: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is entered into as of _____ __, 20__ by and between the City and County of San Francisco, municipal corporation (the "City"), through its First Source Hiring Administration ("FSHA"), and California Barrel Company LLC, a Delaware limited liability company ("Project Sponsor").

WHEREAS, Project Sponsor, as developer, proposes to construct a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood (the "Project") under that certain Development Agreement entered into by and between Project Sponsor and the City, dated as of [_____ __, 2020] (the "Development Agreement"), all as more particularly described therein; capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement (including its Workforce Agreement); and

WHEREAS, the Administrative Code of the City provides at Chapter 83 for a "First Source Hiring Program" which has as its purpose the creation of employment opportunities for qualified Economically Disadvantaged Individuals (as defined in Exhibit A); and

WHEREAS, the Project requires a building permit for a commercial activity of greater than 25,000 gross square feet and/or is a residential project greater than ten (10) units and therefore falls within the scope of the Chapter 83 of the Administrative Code, the applicable requirements of which have been implemented through the Workforce Agreement attached to the Development Agreement; and

WHEREAS, Project Sponsor wishes to make a good faith effort to comply with the City's First Source Hiring Program and enters into this MOU in satisfaction of its requirements under the Development Agreement.

Therefore, the parties to this MOU agree as follows:

A. Project Sponsor, upon entering into a contract with a Construction Contractor for Construction Work after the date of this MOU, will include in that contract a provision requiring the Construction Contractor to enter into a First Source Hiring Agreement for Construction in the form attached as Exhibit A. It is the Project Sponsor's responsibility to provide a signed copy of such First Source Hiring Agreement to FSHA and CityBuild within 10 Business Days (as defined in the Development Agreement) of execution.

B. CityBuild shall represent FSHA and shall provide referrals of Qualified (as defined in Exhibit A) Economically Disadvantaged Individuals for employment on the Construction Work as required under Chapter 83 and the First Source Hiring Agreements.

C. The owners or residents of the residential units within the Project shall have no obligations under this MOU or any First Source Hiring Agreement.

D. FSHA shall advise Project Sponsor, in writing, of any alleged breach on the part of the Project's contractor and/or tenant(s) with regard to participation in the First Source Hiring Program at the Project prior to seeking an assessment of liquidated damages pursuant to Section 83.12 of the Administrative Code or the applicable First Source Hiring Agreement.

E. If Project Sponsor fulfills its obligations as set forth in the Workforce Agreement and this MOU, it shall not be held responsible for the failure of a contractor or commercial tenant to comply with the requirements of Chapter 83 or any First Source Hiring Agreement.

F. This MOU is an approved "First Source Hiring Agreement" as referenced in Section 83.11 of the Administrative Code. The parties agree that this MOU may be executed in counterparts, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument.

G. Neither Project Sponsor nor City shall assign this MOU without the consent of the other; provided, however, that if Project Sponsor Transfers its right, title and interest under the Development Agreement to a Transferee in accordance therewith, it shall contemporaneously assign this MOU to such Transferee to the extent of such Transfer (without the requirement of any consent of City hereunder). Upon execution and delivery of the assignment and assumption agreement with respect to such Transfer, the assignor thereunder shall be automatically released from any liability or obligation under this MOU to the extent Transferred thereunder.

H. Without limiting the Development Agreement, this MOU, including the preamble, Recitals and Exhibits, and the agreements between the parties specifically referenced in this MOU, constitutes the entire agreement between the parties with respect to the subject matter contained herein. Prior drafts of this MOU and changes from those drafts to the executed version of this MOU shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the parties or any other Person, and no court or other body shall consider such drafts or changes in interpreting this MOU.

I. This MOU is not intended, and shall not be construed, to benefit or be enforceable by any Person other than the parties whatsoever.

J. This MOU has been executed and delivered in and shall be interpreted, construed, and enforced in accordance with the laws of the State of California. All references in this MOU to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this MOU shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this MOU shall not be applicable to the matters covered hereby). Venue for any proceeding related to this MOU shall be solely in courts located in the City. Each party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this MOU in accordance with the foregoing provisions.

K. The parties have mutually negotiated the terms and conditions of this MOU, and its terms and provisions have been reviewed and revised by legal counsel for both the City and Project Sponsor. Accordingly, no presumption or rule that ambiguities shall be construed against the drafting party shall apply to the interpretation or enforcement of this MOU.

Therefore, each party waives the effect of section 1654 of the California Civil Code, which interprets uncertainties in a contract against the party that drafted the contract. Language in this MOU shall be construed as a whole and in accordance with its true meaning. Each reference in this MOU to this MOU, the Plan Documents or any of the Approvals shall be deemed to refer to this MOU, the other Plan Documents or the Approvals as amended from time to time, whether or not the particular reference refers to such possible amendment. Wherever in this MOU the context requires, references to the masculine shall be deemed to include the feminine and the neuter and vice-versa, and references to the singular shall be deemed to include the plural and vice versa. Unless otherwise specified, whenever in this MOU, including its Exhibits, reference is made to any Recital, Article, Section, Exhibit, Schedule or defined term, the reference shall be deemed to refer to the Recital, Article, Section, Exhibit, Schedule or defined term of this MOU. Any reference in this MOU to a Recital, an Article or a Section includes all subsections and subparagraphs of that Recital, Article or Section. Section and other headings and the names of defined terms in this MOU are for the purpose of convenience of reference only and are not intended to, nor shall they, modify or be used to interpret the provisions of this MOU. Except as otherwise explicitly provided herein, the use in this MOU of the words "including", "such as" or words of similar import when accompanying any general term, statement or matter shall not be construed to limit such term, statement or matter to such specific terms, statements or matters. In the event of a conflict between the Recitals and the remaining provisions of this MOU, the remaining provisions shall prevail. Statements and calculations in this MOU beginning with the words "for example" or words of similar import are included for the convenience of the parties only, and in the event of a conflict between such statements or calculations and the remaining provisions of this MOU, the remaining provisions shall prevail. Words such as "herein", "hereinafter", "hereof," "hereby" and "hereunder" and the words of like import refer to this MOU, unless the context requires otherwise. Unless the context otherwise specifically provides, the term "or" shall not be exclusive and means "or, and, or both".

L. Any notice or communication required or authorized by this MOU (as, for example, where a party is permitted or required to "notify" the other, but not including communications made in any meet and confer or similar oral communication contemplated hereunder) shall be in writing and be delivered as provided under the Development Agreement.

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

[Signature page follows]

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the **FIRST SOURCE HIRING ADMINISTRATION**

By:_____

Name: _____

Title: _____

APPROVED AS TO FORM:

By:_____

Name: _____

Title: _____

PROJECT SPONSOR:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By:_____

Name: _____

Title: _____

Exhibit A:
First Source Hiring Agreement for Construction

This First Source Hiring Agreement (this "Agreement"), is made as of _____ __, 20__ (the "Effective Date"), by and between the City and County of San Francisco, a municipal corporation, acting by and through its First Source Hiring Administration (the "FSHA"), and the undersigned contractor ("Contractor"):

RECITALS

WHEREAS, Contractor has executed or will execute an agreement (the "Contract") to construct or oversee a portion of the Construction Work for a new publicly accessible network of improved parkland and open space and a mixed-use urban neighborhood (such portion of the Construction Work, the "Project"), all as more particularly described therein, at _____, Lots in Assessor's Block _____, San Francisco California;

WHEREAS, pursuant to that certain Workforce Agreement attached to that certain Development Agreement between [Developer] ("Developer") and the City and County of San Francisco, a municipal corporation (the "City"), dated as of [_____ __, 2020] (the "Workforce Agreement"), Developer is party to that certain Memorandum of Understanding with FSHA, dated as of [_____ __, 20__] (the "MOU");

WHEREAS, pursuant to the MOU, Developer is required to include in contracts with a Construction Contractor for Construction Work a requirement that such Construction Contractors enter into a First Source Hiring Agreement, as more particularly described in the MOU; and

WHEREAS, as a material part of the consideration given by Contractor under the Contract, Contractor has agreed to execute this Agreement and participate in the San Francisco Workforce Development System managed by the Office of Economic and Workforce Development ("OEWD") as established by the City pursuant to Chapter 83 of the San Francisco Administrative Code ("Chapter 83") as more particularly described below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties covenant and agree as follows:

1. DEFINITIONS

For purposes of this Agreement, initially capitalized terms shall be defined as follows:

a. Contractor's "core" or "existing" workforce shall consist of any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the execution and delivery of the Contract.

b. "Economically Disadvantaged Individual". An individual who is either (a) eligible for services under the Workforce Investment Act of 1998 (29 U.S.C.A. 2801, *et seq*.), as may be amended from time to time, or (b) designated as "economically disadvantaged" by FSHA pursuant to the Applicable Standards as an individual who is at risk of relying upon, or returning to, public assistance.

c. "First Opportunity". Consideration by Contractor of Local Residents for filling hiring opportunities prior to recruitment and hiring of non-Local Residents job applicants.

d. "Hiring opportunity". When a Contractor adds workers to its existing workforce for the purpose of performing Project Work, a "hiring opportunity" is created. For example, if the carpentry subcontractor has an existing crew of five carpenters and needs seven carpenters to perform the Project Work, then there are two hiring opportunities for carpentry.

e. "Job Classification". Categorization of employment opportunity or position by craft, occupational title, skills, and experience required, if any.

f. "Local Resident". An individual who is domiciled, as defined by Section 349(b) of the California Election Code, within the City at least seven (7) days prior to commencing work on the Project.

g. "New hire". A "new hire" is any worker who is hired by Contractor for the Project Work and is not a member of Contractor's core or existing workforce.

h. "Project Work" means the initial construction of the Project under the Contract.

i. "Publicize". Advertise or post available employment information, including participation in job fairs or other forums.

j. "Qualified". An Economically Disadvantaged Individual that is a Local Resident who meets the minimum bona fide occupational qualifications provided by Contractor to the System in the job availability notices required under this Agreement.

k. "Referral". A referral is an individual member of the CityBuild Referral Program who has been identified by CityBuild as having received training appropriate to entering the construction industry workforce.

l. "Subcontractor". A person or entity who has a direct contract with Contractor to perform a portion of the Project Work under the Contract.

m. "System". The San Francisco Workforce Development System established by the City and County of San Francisco, and managed by OEWD, for maintaining (1) a pool of Qualified individuals, and (2) the mechanism by which such individuals are certified and referred to prospective employers covered by the First Source Hiring Program requirements under Chapter 83 of the San Francisco Administrative Code. Under this Agreement, CityBuild will act as the representative of the System.

n. "System Referrals". Referrals by CityBuild of Qualified applicants from the System for hiring opportunities.

2. PARTICIPATION OF CONTRACTOR IN THE SYSTEM

a. The Contractor agrees to work in good faith with OEWD's CityBuild Program ("CityBuild") to attempt to achieve the goal that 50% of new hires for hiring opportunities be Local Residents.

The Contractor shall provide CityBuild the following information about the Contractor's employment needs under the Contract:

i. On the CityBuild Workforce Projection Form 1 attached hereto, Contractor will prior to the start of demolition and/or construction constituting Project Work

provide a detailed numerical estimate of journey and apprentice level positions to be employed on the Project Work for each trade.

ii. Contractor is required to ensure that a CityBuild Workforce Projection Form 1 is also completed by each of its Subcontractors.

iii. Contractor will collaborate with CityBuild staff to identify, by trade, the number of core workers at project start for the Project Work and the number of workers at project peak for the Project Work; and the number of positions that will be required to meet the local hiring goal set forth in Section 2.a above.

iv. Contractor and Subcontractors will provide documented verification that its "core" employees for the Contract meet the definition listed in Section l.a.

b. The Contractor shall perform the following in its good faith efforts to meet the local hiring goal set forth in Section 2.a above:

i. Contractor must (A) give good faith consideration to all Referrals, (B) review the resumes of all such Referrals, (C) conduct interviews for posted hiring opportunities in accordance with the non-discrimination provisions of the Contract, and (D) notify CityBuild of any new hiring opportunities.

ii. Contractor must provide constructive feedback to CityBuild on all System Referrals in accordance with the following:

(A) If Contractor meets the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor must only respond orally to follow-up questions asked by the CityBuild account executive regarding each System Referral; and

(B) After Contractor has filled at least 5 hiring opportunities under this Agreement, if Contractor is unable to meet the criteria in Section 5(a) below that establishes "good faith efforts" of Contractor, Contractor will be required to provide written comments on all System Referrals.

c. Contractor must provide timely notification to CityBuild as soon as the hiring opportunity is filled, and identify by whom.

3. CONTRACTOR RETAINS DISCRETION REGARDING HIRING DECISIONS

Contractor agrees to offer the System the first opportunity to provide qualified applicants for employment consideration in hiring opportunities, subject to any enforceable Collective Bargaining Agreements. Contractor shall consider all applications of qualified System Referrals for employment in hiring opportunities. Provided Contractor utilizes nondiscriminatory screening criteria, Contractor shall have the sole discretion to interview and hire any System Referrals or other persons.

4. COMPLIANCE WITH COLLECTIVE BARGAINING AGREEMENTS

Notwithstanding any other provision hereunder, if Contractor is subject to any Collective Bargaining Agreement(s) requiring compliance with a pre-established applicant referral process, Contractor's only obligations with regards to any available new hires or hiring opportunities

subject to such Collective Bargaining Agreement(s) during the term of the Contract shall be the following:

a. Contractor shall notify the appropriate union(s) of the Contractor's local hiring obligations under this Agreement and request their assistance in referring qualified Local Residents for the hiring opportunities to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

b. Contractor shall use any "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s) to seek Qualified applicants from the System for the hiring opportunities.

c. Contractor shall sponsor qualified apprenticeship applicants that are System Referrals for applicable union membership.

5. CONTRACTOR'S GOOD FAITH EFFORT TO COMPLY WITH ITS OBLIGATIONS HEREUNDER

Contractor will make good faith efforts to comply with its obligations to participate in the System under this Agreement. Determinations of Contractor's good faith efforts shall be in accordance with the following:

a. Contractor shall be deemed to have used good faith efforts if Contractor accurately completes and submits prior to the start of demolition and/or construction constituting Project Work CityBuild Workforce Projection Form 1.

b. Contractor's failure to meet the criteria set forth from Section 5(c) to 5(m) does not impute "bad faith." Failure to meet the criteria set forth in Section 5(c) to 5(m) may trigger a review of the referral process and the Contractor's efforts to comply with this Agreement. Such review shall be conducted by FSHA in accordance with Section 11(c) below.

c. Meet with the Project's owner, developer, general contractor, or CityBuild representative to review and discuss Contractor's plan to meet Contractor's local hiring obligations under this Agreement.

d. Contact a CityBuild representative to review Contractor's hiring projections and goals for the Project. The Project developer and/or Contractor must take active steps to advise all of its Subcontractors of the local hiring obligations on the Project, including, but not limited to, providing CityBuild access and presentation time at each pre-bid, each pre-construction, and if necessary, any progress meeting for the Project held throughout the term of this Agreement.

e. Submit to CityBuild a CityBuild Workforce Projection Form 1 or other formal written notification specifying Contractor's expected hiring needs during the Project's duration.

f. Notify Contractor's respective union(s) of the Contractor's local hiring obligations under this Agreement and request their assistance in referring qualified Local Residents for any hiring opportunities to the extent such referral can conform to the requirements of the Collective Bargaining Agreement(s).

g. Use any "name call" privileges, in accordance with the terms of the applicable Collective Bargaining Agreement(s) to seek Qualified applicants from the System for the hiring opportunities.

h. Provide CityBuild with up-to-date list of all trade unions affiliated with any Project Work in a timely matter in order to facilitate CityBuild's notification to these unions of the Project's workforce requirements.

i. Submit a "Job Request" in the CityBuild Job Notice Form attached as Form 3 to CityBuild for each apprentice level hiring opportunity that arise throughout the duration of the Project Work, including openings that arise from layoffs of original crew. Please allow a minimum of 3 business days for CityBuild to provide appropriate candidate(s). Contractor should simultaneously contact its union about the position as well, and let them know that it has contacted CityBuild as part of its local hiring obligations.

j. Contractor has an ongoing, affirmative obligation and must advise each of its Subcontractors of their ongoing obligation to notify CityBuild of each apprentice level hiring opportunity that arise throughout the duration of the Project Work, including openings that arise from layoffs of original crew. Contractor shall not exercise discretion in informing CityBuild of any given position; rather, CityBuild is to be universally notified, and a discussion between the Contractor and CityBuild can determine whether a CityBuild graduate would be an appropriate placement for any given apprentice level position.

k. Hire qualified Referrals (but without limiting Section 3). In the event of the firing/layoff of any CityBuild graduate performing Project Work, Contractor must notify CityBuild staff within two days of the decision and provide reasons for the layoff; ideally, Project developer and/or Contractor will request a meeting with the Project's employment liaison as soon as any issue arises with a CityBuild placement in order to remedy the situation before termination becomes necessary.

l. Provide the reports required pursuant to Section 11.

m. Maintain accurate records of Contractor's efforts to meet the steps and requirements listed above. Such records may also include records of any new hire made by the Contractor through a San Francisco community-based organization. Any further efforts or actions agreed upon by CityBuild staff and the Project developer and/or Contractor on a project-by-project basis.

6. COMPLIANCE WITH THIS AGREEMENT OF SUBCONTRACTORS

In the event that Contractor subcontracts a portion of the work under the Contract, Contractor shall determine how many, if any, of the hiring opportunities are to be employed by its Subcontractor(s) using CityBuild Workforce Projection Form 1 and the City's online project reporting system (currently Elation), provided, however, that Contractor shall retain the primary responsibility for meeting the requirements imposed on it under this Agreement. Contractor shall ensure that this Agreement is incorporated into and made applicable to such subcontract.

7. EXCEPTION FOR ESSENTIAL FUNCTIONS; WAIVER

Nothing in this Agreement precludes Contractor from using temporary or reassigned existing employees to perform essential functions of its operation; provided, however, the obligations of

this Agreement to make good faith efforts to fill hiring opportunities permanently with Local Residents remains in effect. For these purposes, "essential functions" means those functions absolutely necessary to perform work under the Contract.

Notwithstanding anything to the contrary contained herein, any of Contractor's obligations hereunder may be waived by FSHA upon Contractor's request if FSHA reasonably determines for good cause shown by Contractor that the applicable requirement is not relevant to the particular situation, would cause undue hardship or that an alternative approach would better meet the goals of this Agreement.

8. CONTRACTOR'S COMPLIANCE WITH EXISTING EMPLOYMENT AGREEMENTS

Nothing in this Agreement shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements, project stabilization agreements, existing employment contracts or other labor agreements or labor contracts (collectively, "Collective Bargaining Agreements"). In the event of a conflict between this Agreement and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Agreement.

9. HIRING GOALS EXCEEDING OBLIGATIONS OF THIS AGREEMENT

Nothing in this Agreement shall be interpreted to prohibit the adoption of hiring and retention goals, first source hiring and interviewing requirements, notice and job availability requirements, monitoring, record keeping, and enforcement requirements and procedures which exceed the requirements of this Agreement.

10. OBLIGATIONS OF CITYBUILD

Under this Agreement, CityBuild shall:

a. Upon Contractor's submission of the CityBuild Workforce Projection Form 1, immediately initiate recruitment and pre-screening activities;

b. Recruit Qualified individuals to create a pool of applicants for jobs who match Contractor's Job Request and to the extent appropriate train applicants for jobs that will become available through the First Source Hiring Program;

c. Screen and refer applicants according to qualifications and specific selection criteria submitted by Contractor;

d. Provide funding for City-sponsored pre-employment, employment training, and support services programs;

e. Follow up with Contractor on outcomes of System Referrals and initiate corrective action as necessary to maintain an effective employment/training delivery system;

f. Provide Contractor with reporting forms for monitoring the requirements of this Agreement; and

g. Monitor the performance of this Agreement by examination of records of Contractor as submitted in accordance with the requirements of this Agreement.

11. CONTRACTOR'S REPORTING AND RECORD KEEPING OBLIGATIONS

Contractor shall:

a. Maintain accurate records demonstrating Contractor's compliance with this Agreement, including, but not limited to, the following:

(1) Applicants

(2) Job offers

(3) Hires

(4) Rejections of applicants

b. Submit completed reporting forms applicable to the Project Work based on Contractor's records to CityBuild quarterly, unless more frequent submittals are reasonably required by FSHA (for example, if significant number of positions are to be filled during a given period or other circumstances warrant).

c. If based on complaint, failure to report, or other cause, FSHA has a credible reason to question Contractor's good faith effort, Contractor shall demonstrate to the reasonable satisfaction of the City that it has exercised good faith to satisfy its obligations under this Agreement.

d. Nothing contained in this Agreement requires Contractor to provide any personal identifying information or any other information about any person to OWED, FSHA or CityBuild unless OEWD has (i) obtained a waiver from such person allowing Contractor to provide such information to OWED, FSHA and CityBuild and (ii) provided evidence of such waiver to Contractor.

12. DURATION OF THIS AGREEMENT

This Agreement shall be in full force and effect throughout the term of the Contract with respect to the Project Work. Upon expiration of the Contract, or its earlier termination, with respect to the Project Work this Agreement shall terminate and it shall be of no further force and effect on the parties.

13. NOTICE

All notices to be given under this Agreement shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to FSHA: First Source Hiring Administration
OEWD, 1 South Van Ness 5th Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org
Attn: Ken Nim

If to CityBuild: CityBuild Compliance Manager
OEWD, 1 South Van Ness 51h Fl.
San Francisco, CA 94103
Attn: Ken Nim, Compliance Manager,
ken.nim@sfgov.org

If to Developer:

Attn:

If to Contractor:

Attn:

a. Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

b. Notwithstanding the forgoing, any reports required of Contractor under this Agreement (collectively, "Contractor Reports") shall be delivered to the address of FSHA pursuant to this Section via first class mail, postage paid, and such Contractor Reports shall be deemed delivered two (2) business days after deposit in the mail in accordance with this Section 13.

c. A copy of any notice delivered hereunder by Contractor or the City shall be contemporaneously delivered for informational purposes only to the applicable Developer under the Development Agreement.

14. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

15. SEVERABILITY

If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

16. COUNTERPARTS

This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

17. SUCCESSORS

This Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors and assigns. If there is more than one person comprising Contractor hereunder, their obligations shall be joint and several.

18. HEADINGS

Section titles and captions contained in this Agreement are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any of its provisions

19. 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 references in this Agreement to California or federal laws, regulations and statutes shall mean such laws, regulations and statues as they may be amended from time to time, except to the extent a contrary intent is stated. Local laws, statutes and regulations applicable to this Agreement shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with this Agreement shall not be applicable to the matters covered hereby). Venue for any proceeding related to this Agreement shall be solely in courts located in the City. Each party hereby consents to the jurisdiction of the State or Federal courts located in the City. Each party hereby expressly waives any and all rights that it may have to make any objections based on jurisdiction or venue to any suit brought to enforce this Agreement in accordance with the foregoing provisions.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the **FIRST SOURCE HIRING ADMINISTRATION**

By:_____

Name: _____

Title: _____

APPROVED AS TO FORM:

By:_____

Name: _____

Title: _____

CONTRACTOR:

[_____],
a [_____]

By:_____

Name: _____

Title: _____

SAN FRANCISCO
Office of Economic and Workforce Development

CITY AND COUNTY OF SAN FRANCISCO
OFFICE OF ECONOMIC AND WORKFORCE DEVELOPMENT
CITYBUILD PROGRAM

FORM 1: CITYBUILD WORKFORCE PROJECTION

Instructions

- *The Prime Contractor must complete and submit Form 1 prior to the start of demolition and/or construction constituting Project Work.*
- *All subcontractors with contracts in excess of $100,000 must complete Form 1 and submit to the Prime Contractor prior to the start of the subcontracted demolition and/or construction constituting Project Work.*
- *The Prime Contractor is responsible for collecting all completed Form 1's from all subcontractors.*
- *It is the Prime Contractor's responsibility to ensure completed Form 1's from all subcontractors are submitted to CityBuild in the specified time and keep a record of these forms.*

Construction Project Name:	_____	Construction Project Address:	_____
Projected Start Date:	_____	Contract Duration:	(calendar days)
Contractor Name:	_____	Contractor Address:	_____
Main Contact Name:	_____	Main Phone Number:	_____
Main Contact Email:	_____		
Name of Person with Hiring Authority:	_____	Hiring Authority Phone Number:	_____
Hiring Authority Email:	_____		

_____	_____	_____
Name of Authorized Representative	Signature of Authorized Representative*	Date

Table 1: Briefly summarize your contracted or subcontracted scope of work on the Project

Table 2: Complete on the following page

- *List the construction trade crafts that are projected to perform work on the Project. Do not list Project Managers, Engineers, Administrative, and any other non-construction trade employees.*
- *Total Number of Workers on the Project: The total number of workers projected to work on the Project per construction trade.*
- *This number will include existing workers and new hires. For union contractors this total will also include union dispatches. Total Number of New Hires: List the projected number of New Hires that will be employed on the Project. For union contractors, New Hires will also include union dispatches.*

Table 2: List all construction trades projected to perform work

Construction Trades	Journey or Apprentice	Union (Yes or No)	Total Work Hours	Total Number of Workers on the Project	Total Number of New Hires
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			
	J ☐ A ☐	J ☐ A ☐			

Table 3: List your core or existing employees projected to work on the Project

- *Please provide information on your projected core or existing employees that will perform work on the Project.*
- *"Core" or "existing" workers are defined as any worker who appears on the Contractor's active payroll for at least 60 days of the 100 working days prior to the execution and delivery of the Contract. If necessary, continue on a separate sheet.*

Name of Core or Existing Employee	Construction Trade	Journey or Apprentice	City	Zip Code
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
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		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
		J ☐ A ☐		
FOR CITY USE ONLY: City Build Staff: _____		Approved: Yes ☐ No ☐		Date:
Reason:				

FORM 3: CITYBUILD JOB NOTICE FORM

INSTRUCTIONS: To meet the requirements of the First Source Hiring Program (San Francisco Administrative Code Chapter 83), the Contractor shall notify CityBuild of all new hiring opportunities with a minimum of 3 business days prior to the start date.

1. Complete the form and fax to CityBuild 415-701-4896 or EMAIL: workforce.development@sfgov.org

2. Contact Workforce Development at415-701-4848 or by email: local.hire.ordinance@sfgov.org

   OR call the main line of the Office of Economic and Workforce Development (OEWD) at 415 701-4848 to confirm receipt of fax or email.

***ATTENTION**: Please also submit this form to your union or hiring hall if you are required to do so under your collective bargaining agreement or contract. CityBuild is not a Dispatching Hall, nor does this form act as a Request for Dispatch. All formal Requests for Dispatch will be conducted through your union or hiring hall.*

Section A. Job Notice Information

Trade _____ # of Journeymen _____ # of Apprentices _____

Start Date _____ Start Time _____ Job Duration _____

Brief description of your scope of work on the Project: _____

Section B. Union Information (*Union contractors complete Section B. Otherwise, leave Section B blank*)

Local # _____ Union Contact Name _____ Union Phone #

Section C. Contractor Information

Project Name: _____

Jobsite Location: _____

Contractor: _____ Prime ☐ Sub ☐

Contractor Address: _____

Contact Name: _____ Title: _____

Office Phone: _____ Cell Phone: _____ Email: _____

Alt. Contact: _____ Phone #: _____

Contractor Contact Signature _____ Date _____

OEWD USE ONLY Able to Fill Yes ☐ No ☐

Attachment B

Local Hiring Requirements

[see attached]

WORKFORCE AGREEMENT- ATTACHMENT B

LOCAL HIRING PLAN FOR CONSTRUCTION ON PORT SUB-AREA & CITY SUB-AREA

1.1 SUMMARY

A. This Attachment B ("**Local Hiring Plan**") governs the obligations of the Project to comply with the City's Local Hiring Policy for Construction pursuant to Chapter 82 of the San Francisco Administrative Code (the "**Policy**"). In the event of any conflict between Administrative Code Chapter 82 and this Attachment B, this Attachment B shall govern.

B. The provisions of this Local Hiring Plan are hereby incorporated as a material term of the Development Agreement. Developer shall require any Covered Contractor to agree that (i) the Covered Contractor shall comply with all applicable requirements of this Local Hiring Plan; (ii) the provisions of this Local Hiring Plan and the Policy are reasonable and achievable by the Covered Contractor and its Subcontractors; and (iii) the Covered Contractor has had a full and fair opportunity to review and understand the terms of this Local Hiring Plan.

C. OEWD is responsible for administering this Local Hiring Plan and will be administering its applicable requirements. For more information on the Policy and its implementation, please visit the OEWD website at: www.workforcedevelopmentsf.org.

D. Capitalized terms not defined herein shall have the meanings ascribed to them in the Development Agreement (for the avoidance of doubt, including the Workforce Agreement) or the Policy, as applicable.

1.2 DEFINITIONS. For purposes of this Attachment B, the following definitions apply:

A. "AMI" means the current unadjusted median income for the San Francisco area as published by HUD, adjusted solely for Household Size, or as otherwise agreed by Developer and MOHCD pursuant to the Housing Plan.

B. "Covered Contractor" means a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work on a Covered Project.

C. "Covered Project" means Construction Work on the Port Sub-Area or the City Sub-Area with an estimated cost in excess of the Threshold Amount.

D. "Disadvantaged Worker" means a Local Resident who: (i) resides in a census tract within the City with a rate of unemployment in excess of 150% of the City unemployment rate, as reported by the State of California Employment Development Department; (ii) at the time of commencing work on a Covered Project has a household income of less than 80% of the AMI; or (iii) faces or has overcome at least one of the following barriers to employment: being homeless; being a custodial single parent; receiving public assistance; lacking a GED or high school diploma; participating in a vocational English as a second language program; or having a criminal record or other involvement with the criminal justice system.

E. "Job Notification" means the written notice of any Hiring Opportunity from a Covered Contractor to CityBuild. Covered Contractor shall provide Job Notifications to CityBuild with a minimum of 3 Business Days' notice. For purposes of the foregoing, a "Hiring Opportunity" is created when a Covered Contractor adds workers to its existing workforce for the purpose of performing Construction Work on a Covered Project. For example, if the carpentry subcontractor has an existing crew of five carpenters and

needs seven carpenters to perform the Construction Work on the Covered Project, then there are two Hiring Opportunities for carpentry for such Construction Work.

F. "Non-Covered Project" means any construction project other than a Covered Project.

G. "Project Work" means Construction Work performed as part of a Covered Project.

H. "Project Work Hours" means the total onsite work hours worked on a construction contract for a Covered Project by all Apprentices and journey-level workers, whether those workers are employed by the Covered Contractor or any Subcontractor.

I. "Subcontractor" means any person, firm, partnership, owner operator, limited liability company, corporation, joint venture, proprietorship, trust, association, or other entity that contracts with a Covered Contractor or another subcontractor to provide services to a Covered Contractor or another subcontractor in fulfillment of the Covered Contractor's or that other subcontractor's obligations arising from a contract for Construction Work on a Covered Project.

J. "Targeted Worker" means any Local Resident or Disadvantaged Worker.

K. "Threshold Amount" is defined in Section 6.1 of the San Francisco Administrative Code, as amended as of the date of determination to the extent that such amendments apply to the Project pursuant to the Development Agreement.

1.3 LOCAL HIRING REQUIREMENTS

A. Total Project Work Hours By Trade. For all construction contracts for Covered Projects, the mandatory participation level in terms of Project Work Hours within each trade to be performed by Local Residents is 30%, with a goal of no less than 15% of Project Work Hours within each trade to be performed by Disadvantaged Workers. The mandatory participation levels required under this Local Hire Program will be determined by OEWD for each Development Phase under the Development Agreement, and in no event shall be greater than 30%; however, the Parties acknowledge that Developer intends to require each construction contract for Covered Projects to meet the mandatory participation levels on an individual contract level.

B. Apprentices. For all construction contracts for Covered Projects, at least 30% of the Project Work Hours performed by Apprentices within each trade is required to be performed by Local Residents, with an aspirational goal of achieving 50%. Hiring preferences shall be given to Apprentices who are referred by the CityBuild program. This document also establishes a goal of no less than 25% of Project Work Hours performed by Apprentices within each trade to be performed by Disadvantaged Workers.

C. Out-of-State Workers. For all Covered Projects, Project Work Hours performed by residents of states other than California will not be considered in calculation of the number of Project Work Hours to which the local hiring requirements apply. Covered Contractors and Subcontractors shall report to OEWD the number of Project Work Hours performed by residents of states other than California.

D. Pre-construction or other Local Hire Meeting. Prior to commencement of Construction Work on Covered Projects, Covered Contractor and its Subcontractors whom have been engaged by contract and identified in the Local Hiring Forms as contributing toward the mandatory local hiring requirement shall attend a preconstruction or other Local Hire meeting(s) convened by OEWD staff. Representatives from Covered Contractor and the Subcontractor(s) who attend the pre-construction or other Local Hire meeting must

have hiring authority. Covered Contractor and its Subcontractors who are engaged after the commencement of Construction Work on a Covered Project shall attend a future preconstruction meeting or meetings as mutually agreed by Covered Contractor and OEWD staff.

E. This Local Hiring Plan does not limit Covered Contractor's or its Subcontractors' ability to assess qualifications of prospective workers, and to make final hiring and retention decisions. No provision of this Local Hiring Plan shall be interpreted so as to require a Covered Contractor or Subcontractor to employ a worker not qualified for the position in question, or to employ any particular worker.

F. For the avoidance of doubt, Construction Work for Non-Covered Projects may be subject to the First Source Hiring Program for Construction Work in accordance with Section III.B.3 of the Workforce Agreement.

1.4 CITYBUILD WORKFORCE DEVELOPMENT PROGRAM: EMPLOYMENT NETWORKING SERVICES

A. OEWD administers the CityBuild Program. Subject to any collective bargaining agreements in the building trades and applicable law, CityBuild shall be a primary resource available for Covered Contractor and Subcontractors to meet Covered Contractors' local hiring requirements under this Local Hiring Plan. CityBuild has two main goals:

1. Assist with local hiring requirements under this Local Hiring Plan by connecting Covered Contractors and Subcontractors with qualified journey-level, Apprentice, and pre- Apprentice Local Residents.

2. Promote training and employment opportunities for disadvantaged workers of all ethnic backgrounds and genders in the construction work force.

B. Where a Covered Contractor's or its Subcontractors' preferred or preexisting hiring or staffing procedures for a Covered Project do not enable Covered Contractor to satisfy the local hiring requirements of this Local Hiring Plan, the Covered Contractor or Subcontractor shall use other procedures to identify and retain Targeted Workers, including the following:

1. Requesting to connect with workers through CityBuild, with qualifications described in the request limited to skills directly related to performance of job duties.

2. Considering Targeted Workers networked through CityBuild within three Business Days of CityBuild's receipt of the applicable Job Notification and who meet the qualifications described in the Job Notification. Such consideration may include in-person interviews. All workers networked through CityBuild will qualify as Disadvantaged Workers under this Local Hiring Plan. Neither Covered Contractor nor its Subcontractors are required to make an independent determination of whether any such worker is a "Disadvantaged Worker" as defined above.

1.5 CONDITIONAL WAIVER FROM LOCAL HIRING REQUIREMENTS

A. Covered Contractor or the Subcontractor may use one or more of the following pipeline and retention compliance mechanisms to receive a conditional waiver from the Local Hiring Requirements of Section 1.3 for the applicable Covered Project. All requests for conditional waivers must be submitted to OEWD for approval, which shall be promptly granted if the criteria specified below is met.

1. Specialized Trades: OEWD has published a list of trades designated as "Specialized Trades" for which the local hiring requirements of this Local Hiring Plan will not apply. The list is available on the OEWD website. Covered Contractor and its Subcontractors shall report to OEWD the Project Work Hours utilized in each designated Specialized Trade and in each OEWD-approved project-specific Specialized Trade.

2. Credit for Hiring on Non-Covered Projects: Covered Contractor and its Subcontractors may accumulate credit hours for hiring Targeted Workers on Non-Covered Projects in the nine-county San Francisco Bay Area and apply those credit hours to contracts for Covered Projects to meet the mandatory local hiring requirement. For hours performed by Targeted Workers on Non-Covered Projects, the hours shall be credited toward the local hiring requirement for this Contract provided that:

    a. the Targeted Workers are paid the prevailing wages or union scale for work on the Non-Covered Projects; and

    b. such credit hours shall be committed to by the Covered Contractor on future projects to satisfy any short fall the Covered Contractor may have on a Covered Project. Such commitment shall be in writing by the Covered Contractor, shall extend for a period of time negotiated between the Covered Contractor and OEWD, and shall commit to satisfying any assessed penalties should Covered Contractor fail to achieve the required credit hours.

3. Sponsoring Apprentices: Covered Contractor or a Subcontractor may agree to sponsor an OEWD-specified number of new Apprentices in trades in which noncompliance is likely and retaining those Apprentices for the period of Covered Contractor's or a Subcontractor's work on the project. OEWD will verify with the California Department of Industrial Relations that the new Apprentices are registered and active Apprentices. Covered Contractor will be required to write a sponsorship letter on behalf of the identified candidate to the appropriate Local Union and will make the necessary arrangements with the Union to hire the candidate as soon as s/he is indentured.

4. Direct Entry Agreements: OEWD is authorized to negotiate and enter into direct entry agreements with apprenticeship programs that are registered with the California Department of Industrial Relations' Division of Apprenticeship Standards. Covered Contractor may avoid assessment of penalties for non-compliance with this Local Hiring Plan by Covered Contractor or its Subcontractors hiring and retaining Apprentices who are enrolled through such direct entry agreements. Covered Contractor may also utilize OEWD-approved organizations with direct entry agreements with Local Unions, including District 10 based organizations to hire and retain Targeted Workers. To the extent that Covered Contractor or its Subcontractors have hired Apprentices or Targeted Workers under a direct entry agreement entered into by OEWD or reasonably approved by OEWD, OEWD will not assess penalties for non-compliance with this Local Hiring Plan.

5. Corrective Actions: Should local employment conditions be such that adequate Targeted Workers for a craft, or crafts, are not available to meet the requirements and Covered Contractor can document their efforts to achieve the requirements through the mechanisms and processes in this document, a corrective action plan must be negotiated between Covered Contractor and OEWD.

1.6 LOCAL HIRING FORMS

A. Utilizing the City's online Project Reporting System, Covered Contractors for Covered Projects shall submit the following forms to OEWD:

1. Form 1: Local Hiring Workforce Projection. OEWD Form 1 (Local Hiring Workforce Projection), a copy of which is attached hereto, shall be initially submitted prior to the start of construction of a Covered Project and updated quarterly by the Covered Contractor until all subcontracting for the Covered Project is completed.

2. Form 2: Local Hiring Plan. For Covered Projects estimated to cost more than $1,000,000, Covered Contractor shall prepare and submit to OEWD for approval OEWD Form 2, a copy of which is attached hereto. This Form 2 shall be initially submitted prior to the start of construction of the Covered Project and updated quarterly by the Covered Contractor until all subcontracting for the Covered Project is completed.

3. Job Notifications. Upon commencement of work on a Covered Project, Covered Contractor and its Subcontractors may submit Job Notifications to CityBuild to connect with local trades workers.

4. Form 4: Conditional Waivers. If a Covered Contractor or a Subcontractor believes the local hiring requirements cannot be met, it may submit OEWD Form 4 (Conditional Waiver), a copy of which is attached hereto, as more particularly described in Articles 1.4 and 1.5 above.

1.7 ENFORCEMENT, RECORD KEEPING, NONCOMPLIANCE AND PENALTIES

A. Subcontractor Compliance. Each Covered Contractor and Subcontractor shall ensure that all of its Subcontractors agree to comply with applicable requirements of this document. All Subcontractors agree as a term of participation on a Covered Project that the City shall have third party beneficiary rights under all contracts under which Subcontractors are performing Project Work. Such third-party beneficiary rights shall be limited to the right to enforce the requirements of this Local Hiring Plan directly against the Subcontractors. All Subcontractors on a Covered Project shall be responsible for complying with the recordkeeping and reporting requirements set forth in this Local Hiring Plan. Subcontractors with work in excess of the Threshold Amount shall be responsible for ensuring compliance with the Local Hiring Requirements set forth in Section 1.3 of this Local Hiring Plan based on Project Work Hours performed under their Subcontracts, including Project Work Hours performed by lower tier Subcontractors with work less than the Threshold Amount.

B. Reporting. Covered Contractor shall submit certified payrolls to the City electronically using the Project Reporting System. OEWD and will monitor compliance with this Local Hiring Plan electronically.

C. Recordkeeping. Covered Contractor and each Subcontractor shall keep, or cause to be kept, for a period of four years from the date of Substantial Completion of Construction Work, certified payroll and basic records, including time cards, tax forms, and superintendent and foreman daily logs, for all workers within each trade performing Construction Work on a Covered Project.

1. Such records shall include the name, address and social security number of each worker who worked on the Covered Project, his or her classification, a general description of the work each worker performed each day, the Apprentice or journey-level status of each worker, daily and weekly number of hours worked, the self-identified race, gender, and ethnicity of each worker, whether or not the worker was a Local Resident, and the referral source or method through which

the Covered Contractor or Subcontractor hired or retained that worker for work on the Covered Project (e.g., core workforce, name call, union hiring hall, City-designated referral source, or recruitment or hiring method) as allowed by law.

2. Covered Contractor and Subcontractors may verify that a worker is a Local Resident by following OEWD's domicile policy (Administrative Code Chapter 83.4).

3. All records described in this subsection shall at all times be open to inspection and examination by the duly authorized officers and agents of the City, including representatives of the OEWD.

D. Monitoring. From time to time and in its sole discretion, OEWD may monitor and investigate compliance of Covered Contractor and Subcontractors working on a Covered Project with requirements of this Local Hiring Plan. Covered Contractor shall allow representatives of OEWD, in the performance of their duties, to engage in random inspections of Covered Projects. Covered Contractor and all Subcontractors shall also allow representatives of OEWD to have access to employees of the Covered Contractor and Subcontractors and the records required to be maintained under this document as allowed by law.

E. Noncompliance and Penalties. Failure of Covered Contractor and/or its Subcontractors to comply with the requirements of this Local Hiring Plan and the obligations set forth in this Local Hiring Plan may subject Covered Contractor to the consequences of noncompliance, including but not limited to the assessment of penalties, but only if City determines that the failure to comply results from willful actions of Covered Contractor and/or its Subcontractors, and not by reason of unavailability of sufficient qualified Local Residents and Disadvantaged Workers to meet the goals required hereunder. The assessment of penalties for noncompliance shall not preclude the City from exercising any other rights or remedies to which it is entitled.

1. **Penalties Amount.** If any Covered Contractor or Subcontractor fails to satisfy the Local Hiring Requirements of this Local Hiring Plan applicable to Project Work Hours performed by Local Residents, and the applicable Covered Contractor or Subcontractor is unable to provide evidence reasonably satisfactory to the City that such failure arose solely due to unavailability of qualified Local Residents despite Covered Contractors or Subcontractors good faith efforts in accordance with this Local Hiring Program, then the Covered Contractor, and in the case of any Subcontractor so failing, and Subcontractor shall jointly and severally forfeit to the City, an amount equal to the Journeyman or Apprentice prevailing wage rate, as applicable, with such wage as established by the Board of Supervisors or the California Department of Industrial Relations under subsection 6.22(e)(3) of the Administrative Code, for the primary trade used by the Covered Contractor or Subcontractor on the Covered Project for each hour by which the Covered Contractor or Subcontractor fell short of the Local Hiring Requirement. The assessment of penalties under this subsection shall not preclude the City from exercising any other rights or remedies to which it is entitled.

2. **Assessment of Penalties**. OEWD shall determine whether a Covered Contractor and/or any Subcontractor has failed to comply with the Local Hiring Requirements of this Local Hiring Plan. If after conducting an investigation, OEWD determines that a violation has occurred, it shall issue and serve an assessment of penalties to the Covered Contractor and/or any Subcontractor that sets forth the basis of the assessment and orders payment of penalties in the amounts equal to the Journeyman or Apprentice prevailing wage rates, as applicable, for the primary trade used by the Covered Contractor or Subcontractor on the Project for each hour by which the Covered Contractor or Subcontractor fell short of the Local Hiring Requirement. Assessment of penalties under this subsection shall be made only upon an investigation by OEWD and upon written notice

to the Covered Contractor or Subcontractor identifying the grounds for the penalty and providing the Covered Contractor or Subcontractor with the opportunity to respond pursuant to the recourse procedures prescribed in this Local Hiring Plan.

3. **Recourse Procedure**. If the Covered Contractor or Subcontractor disagrees with the assessment of penalties, then the following procedure applies:

   a. The Covered Contractor or Subcontractor may request a hearing in writing within 15 days of the date of the final notification of assessment. The request shall be directed to the City Controller. Failure by the Covered Contractor or Subcontractor to submit a timely, written request for a hearing shall constitute concession to the assessment and the forfeiture shall be deemed final upon expiration of the 15- day period. The Covered Contractor or Subcontractor must exhaust this administrative remedy prior to commencing further legal action.

   b. Within 15 days of receiving a proper request, the Controller shall appoint a hearing officer with knowledge and not less than five years' experience in labor law, and shall so advise the enforcing official and the Covered Contractor or Subcontractor, and/or their respective counsel or authorized representative.

   c. The hearing officer shall promptly set a date for a hearing. The hearing must commence within 45 days of the notification of the appointment of the hearing officer and conclude within 75 days of such notification unless all parties agree to an extended period.

   d. Within 30 days of the conclusion of the hearing, the hearing officer shall issue a written decision affirming, modifying, or dismissing the assessment. The decision of the hearing officer shall consist of findings and a determination. The hearing officer's findings and determination shall be final.

   e. The Covered Contractor or Subcontractor may appeal a final determination under this by filing in the San Francisco Superior Court a petition for a writ of mandate under California Code of Civil Procedure Section 1084 *et seq.,* as applicable and as may be amended from time to time.

1.8 COLLECTIVE BARGAINING AGREEMENT

Nothing in this Local Hiring Plan shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements, project stabilization agreements, existing employment contracts or other labor agreements or labor contracts (collectively, "Collective Bargaining Agreements"). In the event of a conflict between this Local Hiring Plan and any Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this Local Hiring Plan.

END OF DOCUMENT

Attachment C

LBE Utilization Plan

[see attached]

WORKFORCE AGREEMENT ATTACHMENT C • LBE UTILIZATION PLAN

1. Purpose and Scope. This Attachment C ("**LBE Utilization Plan**") governs the Local Business Enterprise obligations of the Project pursuant to San Francisco Administrative Code Section 14B.20 and satisfies the obligations of each Developer and its Contractors and Consultants for a LBE Utilization Plan as set forth therein. Capitalized terms not defined herein shall have the meanings ascribed to them in the Workforce Agreement or Section 14B.20 as applicable. Developer will seek to, whenever practicable, conduct outreach to contracting teams that reflect the diversity of the City and include participation of both businesses and residents from the City's most disadvantaged communities such as the 94107, 94124, and 94134 zip codes. In the event of any conflict between Administrative Code Chapter 14B and this LBE Utilization Plan, this LBE Utilization Plan shall govern.

2. Roles of Parties. In connection with the design and construction phases of all Construction Work, the Project will provide community benefits designed to foster employment opportunities for disadvantaged individuals by offering contracting and consulting opportunities to local business enterprises ("LBEs"). Each Developer shall participate in a local business enterprise program as provided herein, and the City's Contract Monitoring Division will serve the roles as set forth below.

3. Definitions. For purposes of this LBE Utilization Plan, the definitions shall be as follows:

"CMD" shall mean the Contract Monitoring Division of the City Administrator's Office.

"Consultant" shall mean a Person that has entered into a professional services contract for monetary consideration with a Developer to provide advice or services to the Developer directly related to the architectural or landscape design, physical planning, and/or civil, structural or environmental engineering of an LBE Improvement.

"Contract(s)" shall mean an agreement, whether a direct contract or subcontract, for Consultant or Contractor services for all or a portion of an LBE Improvement.

"Contracting Party" means a Developer, a Contractor or a Consultant retained to work on LBE Improvements, as the case may be.

"Contractor" shall mean a prime contractor, general contractor, or construction manager contracted by a Developer who performs Construction Work on an LBE Improvement.

"Follow-on Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) (excluding community, childcare or arts facilities and PDR spaces) which are 25,000 gross square feet (per square footage on building permit application) and above that are constructed pursuant to an approved building permit or site permit/addenda issued after the building permit or site permit/addenda for the Initial Tenant Improvements.

"Good Faith Efforts" shall mean procedural steps taken by the Developer, Contractor or Consultant with respect to the attainment of the LBE participation goals, as set forth in Section 6 below.

"Initial Tenant Improvements" means tenant improvements within commercial spaces in residential or commercial buildings (office, retail) (excluding community, childcare or arts facilities

and PDR spaces) that are constructed pursuant to the first building permit or site permit/addenda issued for such spaces after completion of building core and shell and undertaken within the first year after the initial certificate of occupancy is issued with respect to such building, in each case under the Development Agreement.

"Local Business Enterprise" or "LBE" means a business that is certified as an LBE under Administrative Code Chapter 14B.3.

"LBE Liaison" shall mean the Developer's or Contractor's, whichever is applicable, primary point of contact with CMD regarding the obligations of this LBE Utilization Plan.

"LBE Improvements" means, as applicable, (a) all Horizontal Improvements required or permitted to be made to the Project Site and carried out by Developer under the Development Agreement and (b) Workforce Buildings. LBE Improvements shall not include any (i) repairs, maintenance, renovations or other construction work performed on a Workforce Building after the City issues a certificate of occupancy for the applicable portion of the Workforce Building, (ii) specialized labor, (iii) work performed as a result of a threat to life, limb or property or other emergency or circumstances requiring immediate action, (iv) work required to be performed by employees of a vendor or manufacturer (or a specialty contractor retained by a vendor or manufacturer) to protect a manufacturer's or vendor's warranty or guarantee, (v) the construction of City-sponsored standalone affordable housing buildings or community, childcare or arts facilities or (vi) residential owner-contracted improvements in for-sale residential units.

"Subconsultant" shall mean a Person that has a direct contract with a Consultant to perform a portion of the Consultant's work for an LBE Improvement under such Consultant's Contract.

"Subcontractor" shall mean a Person that has a direct contract with a Contractor to perform a portion of the Contractor's work for an LBE Improvement under such Contractor's Contract.

"Workforce Buildings" means the following: (i) residential buildings, including associated residential units, common space, amenities, parking and back of house construction; (ii) commercial office, retail, parking buildings core & shell; and (iii) Initial Tenant Improvements for all commercial spaces in residential or commercial buildings (office, retail) which are 25,000 gross square feet (per square footage on building permit application) and above; in each case to be made to the Project Site to be carried out by Developer under the Development Agreement. Developer will use good faith efforts to hire LBEs for ongoing service contracts (e.g. maintenance, janitorial, landscaping, parking management, security etc.) within Workforce Buildings and advertise such contracting opportunities with CMD except to the extent impractical or infeasible. If a master association is responsible for the operation and maintenance of publicly owned improvements within the Project Site, CMD shall refer LBEs to such association for consideration with regard to contracting opportunities for such improvements. Such association will consider, in good faith such LBE referrals, but hiring decisions shall be entirely at the discretion of such association.

4. LBE Participation Goal. Developer agrees to participate in this LBE Utilization Plan and CMD agrees to work with Developer in this effort, as set forth in this LBE Utilization Plan. As long as

this LBE Utilization Plan remains in full force and effect, each Developer shall make good faith efforts as defined below to achieve an overall LBE participation goal of seventeen percent (17%) of the total cost of all Contracts for an LBE Improvement awarded to LBE Contractors, Subcontractors, Consultants or Subconsultants that are Small and Micro-LBEs, as set forth in Administrative Code Section 14B.8(A). Up to 2% of the aforementioned 17% LBE participation goal can be met with SBA-LBEs. Notwithstanding the foregoing, CMD's Director may, in his or her discretion, provide for a downward adjustment of the LBE participation requirement, depending on LBE participation data presented by the Developer and its team in quarterly and annual reports and meetings. Where, based on reasonable evidence presented to the Director by a party attempting to achieve the LBE participation goals, that there are not sufficient qualified Small and Micro-LBEs available, the Director may authorize the applicable party to satisfy the LBE participation goal through the use of Small, Micro or SBA-LBEs (as each such term is defined is employed in Chapter 14B of the Administrative Code), or may set separate subcontractor participation requirements for Small and Micro- LBEs, and for SBA-LBEs.

5. Developer Obligations. For each LBE Improvement, the Developer shall comply with the requirements of this LBE Utilization Plan as follows: upon entering into a Contract with a Contractor or Consultant, each Developer will include in each such Contract a provision requiring the Contractor or Consultant to comply with the terms of this LBE Utilization Plan, and setting forth the applicable percentage goal for such Contract, and provide a signed copy thereof (or a certification to OEWD regarding such compliance and percentage) to CMD within 10 business days of execution. Such Contract shall specify the notice information for the Contractor or Consultant to receive notice pursuant to Section 16. Each Developer shall identify a "LBE Liaison" as its main point of contact for outreach/compliance concerns. The LBE Liaison shall be a LBE Consultant with the experience in and responsible for making recommendations on how to maximize engagement of local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes. The LBE Liaison shall be available to meet with CMD staff on a regular basis or as necessary regarding the implementation of this LBE Utilization Plan. For the term of the Development Agreement (or until the Contracts for all of a Developer's LBE Improvements have been executed and delivered), at least once per year, each Developer shall hold a public workshop for applicable contractor communities to publicize anticipated contracting opportunities for LBE Improvements for the succeeding year, which workshops may be held independently or in conjunction with each other (provided that no such workshop shall be required if no such opportunities are anticipated during such succeeding year). Each Developer will use good faith efforts to hire Small, Micro or SBA-LBEs for ongoing service contracts including janitorial, security and parking management contracts and advertise these contracting opportunities with the CMD except to the extent impractical or infeasible (e.g., a parking management contract cannot be broken down to allow two parking operators). Developer agrees to use good faith efforts to work with CMD to target qualified micro-LBEs contractors for appropriate opportunities to participate as consultants/contractors to Developer. If a Developer fulfills its obligations as set forth in this Section 5 and otherwise cooperates in good faith at CMD's request with respect to any meet and confer process or enforcement action against a non-compliant Contractor, Consultant, Subcontractor or Subconsultant, then it shall not be held responsible for the failure of a Contractor, Consultant, Subcontractor or Subconsultant or any other person or party to comply with the requirements of this LBE Utilization Plan.

6. Good Faith Efforts. City acknowledges and agrees that each Developer, Contractor, Subcontractor, Consultant and Subconsultant shall have the sole discretion to qualify, hire or not hire LBEs. If a Developer, Contractor, Subcontractor, Consultant or Subconsultant does not meet the LBE hiring

goal set forth above, it will nonetheless be deemed to satisfy the good faith effort obligation of this Section 6 and thereby satisfy the requirements and obligations of this LBE Utilization Plan if the Developer, Contractor, Subcontractor, Consultant or Subconsultant, as applicable, perform the good faith efforts set forth in this Section 6 with respect to LBE Improvements as follows:

a. Advance Notice. Notify CMD in writing of all upcoming solicitations of proposals for work under a Contract at least 15 days before issuing such solicitations to allow opportunity for CMD to identify and outreach to any LBEs that it reasonably deems may be qualified for the Contract scope of work.

b. Contract Size. Where practicable, the Developer, Contractor, Consultant, Subcontractor or Subconsultant, in their sole discretion, may divide the work in order to encourage maximum LBE participation or, encourage joint venturing. The Contracting Party will identify specific items of each Contract that may be performed by Subcontractors.

c. Advertise. The Developer, Contractor, Consultant, Subcontractor or Subconsultant will advertise for at least 30 days prior to the opening of bids or proposals for professional services and contracting opportunities by publication through media focused on small businesses including through the City's SF City Partners Website (https://sfcitypartner.sfgov.org/pages/index.aspx). The Developer, Contractor, Consultant, Subcontractor or Subconsultant may advertise in local and trade publications focused on small businesses, allow subcontractors to attend outreach events, pre-bid meetings, and invite LBEs to submit bids to Developer or its prime Contractor or Consultant, as applicable. As Contractor deems necessary, convene pre-bid or pre-solicitation meetings no less than 15 days prior to the opening of bids and proposals for LBEs to ask questions about the selection process and 'technical specifications/requirements.

d. CMD Invitation. If a pre-bid meeting or other similar meeting is held with proposed Contractors, Subcontractors, Consultants or Subconsultants, invite CMD to the meeting to allow CMD to explain proper LBE utilization.

e. Public Solicitation. The Developer or its prime Contractor(s) and/or Consultants, as applicable, will work with CMD to follow up on initial solicitations of interest by contacting LBEs to determine with certainty whether they are interested in performing specific items in a project.

f. Outreach and Other Assistance. The Developer or its prime Contractor (s) and/or Consultants, as applicable, will a) provide LBEs with plans, specifications and requirements for all or part of the project; b) notify LBE trade associations that disseminate bid and contract information and provide technical assistance to LBEs. The designated LBE Liaison(s) will work with CMD to conduct outreach to LBEs for all consulting/contracting opportunities in the applicable trades and services in order to encourage them to participate on the project.

g. Contacts. Make contacts with LBEs, associations or development centers, or any agencies, which disseminate bid and contract information to LBEs and document any other efforts undertaken to encourage participation by LBEs.

h. Good Faith/Nondiscrimination. Make good faith efforts to enter into Contracts with selected LBEs and give good faith consideration to bids and proposals submitted by LBEs.

Use nondiscriminatory selection criteria (for the purpose of clarity, exercise of subjective aesthetic taste in selection decisions for architect and other design professionals shall not be deemed discriminatory and the exercise of its commercially reasonable judgment in all hiring decisions shall not be deemed discriminatory).

i. Incorporation into contract provisions. Developer shall include in Contracts provisions that require prospective Contractors and Consultants that will be utilizing Subcontractors or Subconsultants to follow the above good faith efforts to subcontract to LBEs, including the overall LBE participation goal and any LBE percentage that may be required under such Contract. (Note: Developer/applicable tenants shall follow this program's Good Faith Efforts for Follow-on Tenant Improvements and services, but such work is not subject to the numerical LBE goal).

j. Monitoring. Allow LBE Contract Compliance Unit to monitor Consultant/Contractor selection processes and, when necessary give suggestions as to how best to maximize LBEs ability to complete and win procurement opportunities.

k. Maintain Records and Cooperation. Maintain records of LBEs that are awarded Contracts, not discriminate against any LBEs, and, if requested, meet and confer with CMD as reasonably required in addition to the meet and confer sessions described in Section 9 below to identify a strategy to meet the LBE goal;

l. Quarterly and Annual Reports. During construction, the LBE Liaison(s) shall prepare a quarterly and annual report of LBE participation goal attainment and submit to CMD as required by Section 12 herein; and

m. Meet and Confer. Attend the meet and confer process described in Section 9.

7. Good Faith Outreach. Good faith efforts shall be deemed satisfied solely by compliance with Section 6. Contractors and Consultants, and Subcontractors and Subconsultants as applicable shall also work with CMD to identify from CMD's database of LBEs those LBEs who are most likely to be qualified for each identified opportunity under Section 6.a, and following CMD's notice under Section 8.a, shall undertake reasonable efforts at CMD's request to support CMD's outreach identified LBEs as mutually agreed upon by CMD and each Contractor or Consultant and its Subcontractors and Subconsultants, as applicable.

8. CMD Obligations. The following are obligations of CMD to implement this LBE Utilization Plan:

a. During the fifteen (15) day notification period for upcoming Contracts required by Section 6.a, CMD will work with the Developer and its Contractor and/or Consultant as applicable to send such notification to qualified LBEs to alert them to upcoming Contracts.

b. Provide assistance to Contractors, Subcontractors, Consultants and Subconsultants on good faith outreach to LBEs.

c. Review quarterly reports of LBE participation goals; when necessary give suggestions as to how best to maximize LBEs ability to compete and win procurement opportunities.

d. Perform other tasks as reasonably required to assist the Developer and its Contractors, Subcontractors, Consultants and Subconsultants in meeting LBE participation goals and/or satisfying good faith efforts requirements.

e. Insurance and Bonding. Recognizing that lines of credit, insurance and bonding are problems common to local businesses, CMD staff will be available to explain the applicable insurance and bonding requirements, answer questions about them, and, if possible, suggest governmental or third party avenues of assistance.

9. Meet and Confer Process. Commencing with the first Contract that is executed for an LBE Improvement, and every six (6) months thereafter, or more frequently if reasonably requested by either CMD, Developer or a Contractor or Consultant and the CMD shall engage in an informal meet and confer to assess compliance of such Contractor and Consultants and its Subcontractors and Subconsultants as applicable with this LBE Utilization Plan. When deficiencies are noted, meet and confer with CMD to ascertain and execute plans to increase LBE participation.

10. Prohibition on Discrimination. Developers shall not discriminate in its selection of Contractors and Consultants, and such Contractors and Consultants shall not discriminate in their selection of Subcontractors and Subconsultants against any person on the basis of race, gender, or any other basis prohibited by law. As part of its efforts to avoid unlawful discrimination in the selection of Subconsultants and Subcontractors, Contractors and Consultants will undertake the Good Faith Efforts and participate in the meet and confer processes as set forth in Sections 6 and 9 above.

11. Collective Bargaining Agreements. Nothing in this LBE Utilization Plan shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, project labor agreements, project stabilization agreements, existing employment contracts or other labor agreements or labor contracts (collectively, "Collective Bargaining Agreements"). In the event of a conflict between this LBE Utilization Plan and a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall supersede this LBE Utilization Plan.

12. Reporting and Monitoring. Each Contractor, Consultant, and its Subcontractors and Subconsultants as applicable shall maintain accurate records demonstrating compliance with the LBE participation goals, including keeping track of the date that each response, proposal or bid that was received from LBEs, including the amount bid by and the amount to be paid (if different) to the non-LBE contractor that was selected, documentation of any efforts regarding good faith efforts as set forth in Section 6. Developers shall create a reporting method for tracking LBE participation. Data tracked shall include the following (at a minimum):

- Name/Type of Contract(s) let (e.g. civil engineering contract, environmental consulting, etc.)
- Name of Contractors (including identifying which are LBEs and non-LBEs)
- Name of Subcontractors (including identifying which are LBEs and non-LBEs)
- Scope of work performed by LBEs (e.g. under an architect, an LBE could be procured to provide renderings)
- Dollar amounts associated with both LBE and non-LBE Contractors at both prime and Subcontractor levels.
- Total LBE participation is defined as a percentage of total Contract dollars.

- Outcomes with respect to Developer's efforts to engage (hire) local small businesses/LBEs from disadvantaged communities including the 94124, 94134 and 94107 zip codes.

13. Written Notice of Deficiencies. If based on complaint, failure to report, or other cause, the CMD has reason to question the good faith efforts of a Developer, Contractor, Subcontractor, Consultant or Subconsultant, then CMD shall provide written notice to the Developer, each affected Contractor or Consultant and, if applicable, also to its Subcontractor or Subconsultant. The Contractor or Consultant and, if applicable, the Subcontractor or Subconsultant, shall have a reasonable period, based on the facts and circumstances of each case, to demonstrate to the reasonable satisfaction of the CMD that it has exercised good faith to satisfy its obligations under this LBE Utilization Plan. When deficiencies are noted CMD staff will work with the appropriate LBE Liaison(s) to remedy such deficiencies.

14. Remedies. Notwithstanding anything to the contrary in the Development Agreement (including Attachment D to the Workforce Agreement), the following process and remedies shall apply with respect to any alleged violation of this LBE Utilization Plan:

    a. Mediation and conciliation shall be the administrative procedure of first resort for any and all compliance disputes arising under this LBE Utilization Plan. The Director of CMD shall have power to oversee and to conduct the mediation and conciliation.

    b. Non-binding arbitration shall be the administrative procedure of second resort utilized by CMD for resolving the issue of whether a Developer, Contractor, Consultant, Subcontractor or Subconsultant discriminated in the award of one or more LBE Contracts to the extent that such issue is not resolved through the mediation and conciliation procedure described above. Obtaining a final judgment through arbitration on LBE contract related disputes shall be a condition precedent to the ability of the City or the Developer, Contractor, Consultant, Subcontractor or Subconsultant to file a request for judicial relief.

    c. If a Developer, Contractor, Consultant, Subcontractor or Subconsultant is found to be in willful breach of the obligations set forth in this LBE Utilization Plan, assess against the noncompliant Developer, Contractor, Consultant, Subcontractor or Subconsultant liquidated damages not to exceed $25,000 or 5% of the Contract, whichever is less, for each such willful breach. In determining the amount of any liquidated damages to be assessed within the limits described above, the arbitrator or court of competent jurisdiction shall consider the financial capacity of the Developer, Contractor, Consultant, Subcontractor or Subconsultant. For purposes of this paragraph, "willful breach" means a knowing and intentional breach.

    d. For all other violations of this LBE Utilization Plan, the sole remedy for violation shall be specific performance, without the limits with respect thereto in Section 9.3 of the Development Agreement.

15. Duration of this Agreement. This LBE Utilization Plan shall terminate (i) as to each work of Horizontal Improvement where work has commenced under the Development Agreement, upon Completion (as defined in the Development Agreement) of such Horizontal Improvement; (ii) as to each Workforce Building, upon the issuance of the initial certificate of occupancy for such Workforce Building (i.e., upon completion of the Workforce Building); (iii) as to all Initial Tenant

Improvements and Follow-on Tenant Improvements, ten (10) years after issuance of the first temporary certificate of occupancy for the Workforce Building in which the Initial Tenant Improvements or Follow-on Tenant Improvements are located; and (iv) as to any Horizontal Improvements or Workforce Building for which construction has not commenced before the termination of the Development Agreement, upon the termination of the Development Agreement. Upon such termination, this LBE Utilization Plan shall be of no further force and effect.

16. Notice. All notices to be given under this LBE Utilization Plan to Developer shall be delivered as provided under the Development Agreement. All other notices shall be in writing and sent by: certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid in the United States Mail, a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with that courier, or hand delivery, in which case notice shall be deemed delivered on the date received, all as follows:

If to CMD: _____
_____
_____
Attn: _____

If to Contractor: _____
_____
_____
Attn: _____

If to Consultant: _____
_____
_____
Attn: _____

Any party may change its address for notice purposes by giving the other parties notice of its new address as provided herein. A "business day" is any day other than a Saturday, Sunday or a day in which banks in San Francisco, California are authorized to close.

Attachment D

Dispute Resolution

Arbitration

Any dispute involving the alleged breach or enforcement of this Workforce Agreement (excluding disputes relating to a First Source Hiring Agreement or the applicable City ordinances, which shall be resolved in accordance with their respective terms) shall be submitted to arbitration in accordance with this Attachment D.

The arbitration shall be submitted to the American Arbitration Association, San Francisco, California office ("AAA") which will use the Commercial Rules of the AAA then applicable, but subject to the further revisions. If there is a conflict between the Commercial Rules of the AAA and the arbitration provisions in this Attachment D, the arbitration provisions of this Attachment D shall govern. The arbitration shall take place in the City and County of San Francisco.

Demand for Arbitration

The party seeking arbitration shall make a written demand for arbitration *("Demand for Arbitration")*. The Demand for Arbitration shall contain at a minimum: (1) a cover letter demanding arbitration under this provision and identifying the entities believed to be involved in the dispute; (2) a copy of the notice of default, if any, sent from one party to the other; (3) any written response to the notice of default; and (4) a brief statement of the nature of the alleged default.

Parties' Participation

All persons or entities affected by the dispute (including, as applicable, OEWD, Developer, Construction Contractor, Covered Contractor or Contractor and their respective Subcontractors) shall be made "**Arbitration Parties**". Any such person or entity not named as an Arbitration Party in the Demand for Arbitration may intervene as an Arbitration Party and in turn may name any other such affected person or entity as an Arbitration Party; provided that, upon request by any party, the arbiter may dismiss such party if it is not reasonably affected by the dispute.

OEWD Request to AAA

Within seven (7) Business Days after service or receipt of a Demand for Arbitration, OEWD shall transmit to AAA a copy of the Demand for Arbitration and any written response thereto from an Arbitration Party. Such material shall be made part of the arbitration record.

Selection of Arbitrator

One arbitrator shall arbitrate the dispute. The arbitrator shall be selected from the panel of arbitrators from AAA by the Arbitration Parties in accordance with the AAA rules. The parties shall act diligently in this regard. If the Arbitration Parties fail to agree on an arbitrator within seven (7) Business Days from the receipt of the panel, AAA shall appoint the arbitrator. A condition to the selection of any arbitrator shall be the arbitrator's agreement to: (i) submit to all Arbitration Parties the disclosure statement required under California Code of Civil Procedure Section 1281.9; and (ii) render a decision within thirty (30) days from the date of the conclusion of the arbitration hearing.

Setting of Arbitration Hearing

A hearing shall be held within ninety (90) days of the date of the filing of the Demand for Arbitration with AAA, unless otherwise agreed by the Arbitration Parties. The arbitrator shall set the date, time and place for the arbitration hearing(s) within the prescribed time periods by giving notice by hand delivery or first class mail to each Arbitration Party.

Discovery

In arbitration proceedings hereunder, discovery shall be permitted in accordance with Code of Civil Procedure §1283.05 as it may be amended from time to time.

California Law Applies

California law, including the California Arbitration Act, Code of Civil Procedure Part 3, Title 9, §§ 1280 through 1294.2, shall govern all arbitration proceedings in the Workforce Agreement.

Arbitration Remedies and Sanctions

The arbitrator may impose only the remedies and sanctions set forth below:

a. Order specific, reasonable actions and procedures to mitigate the effects of the non-compliance and/or to bring any non-compliant Arbitration Party into compliance with the Workforce Agreement.

b. Require any Arbitration Party (other than Developer) to refrain from entering into new contracts related to work covered by the applicable sections of the Workforce Agreement, or from granting extensions or modifications to existing contracts related to services covered by the applicable sections of the Workforce Agreement, other than those minor modifications or extensions necessary to enable completion of the work covered by the existing contract.

c. Direct any Arbitration Party to cancel, terminate, suspend or cause to be cancelled, terminated or suspended, any contract or portion(s) thereof for failure of any Arbitration Party to comply with any of the requirements in this Workforce Agreement. Contracts may be continued upon the condition that a program for future compliance is approved by OEWD. If any Arbitration Party is found to be in willful breach of its obligations hereunder, the arbitrator may impose a monetary sanction not to exceed Twenty Five Thousand Dollars ($25,000.00) or five percent (5%) of the base amount of the breaching party's contract, whichever is less, provided that, in determining the amount of any monetary sanction to be assessed, the arbitrator shall consider the financial capacity of the breaching party. No monetary sanction shall be imposed pursuant to this paragraph for the first willful breach of the Workforce Agreement unless the breaching party has failed to cure after being provided written notice and a reasonable opportunity to cure. Monetary sanctions may be imposed for subsequent uncured willful breaches by any Arbitration Party whether or not the breach is subsequently cured. For purposes of this paragraph, *"willful breach"* means a knowing and intentional breach.

d. Direct any Arbitration Party to produce and provide to OEWD any records, data or reports which are necessary to determine if a violation has occurred and/or to monitor the performance of any Arbitration Party.

10. ***Arbitrator's Decision***

The arbitrator will normally make his or her award within twenty (20) days after the date that the hearing is completed but in no event past thirty (30) days from the conclusion of the arbitration hearing; provided that where a temporary restraining order is sought, the arbitrator shall make his or her award not later than twenty-four (24) hours after the hearing on the motion. The arbitrator shall send the decision by certified or registered mail to each Arbitration Party and shall also copy all Arbitration Parties by email (if email addresses are provided).

11. ***Default Award; No Requirement to Seek an Order Compelling Arbitration***

The arbitrator may enter a default award against any person or entity who fails to appear at the hearing, provided that: (1) the person or entity received actual written notice of the hearing; and (2) the complaining party has a proof of service for the absent person or entity. In order to obtain a default award, the complaining party need not first seek or obtain an order to arbitrate the controversy pursuant to Code of Civil Procedure§1281.2.

12. ***Arbitrator Lacks Power to Modify***

Except as expressly provided above in this Attachment D, the arbitrator shall have no power to add to, subtract from, disregard, modify or otherwise alter the terms of the Workforce Agreement or to negotiate new agreements or provisions between the parties.

13. ***Jurisdiction/Entry of Judgment***

The inquiry of the arbitrator shall be restricted to the particular controversy which gave rise to the Demand for Arbitration. A decision of the arbitrator issued hereunder shall be final and binding upon all Arbitration Parties. The prevailing Arbitration Party(ies) shall be entitled to reimbursement for the arbitrator's fees and related costs of arbitration. If a Subcontractor is the losing party and fails to pay the fees within 30 days, then the applicable Construction Contractor, Covered Contractor or Contractor (for whom that Subcontractor worked) shall pay the fees. Each Arbitration Party shall pay its own attorneys' fees, provided, however, those attorneys' fees may be awarded to the prevailing party if the arbitrator finds that the arbitration action was instituted, litigated, or defended in bad faith. Judgment upon the arbitrator's decision may be entered in any court of competent jurisdiction.

14. ***Exculpation***

Except as set forth in Section 13 of this Attachment D, each Arbitration Party shall expressly waive any and all claims against OEWD and the City for costs or damages, direct or indirect, relating to this Workforce Agreement or the arbitration process in this Attachment D, including but not limited to claims relating to the start, continuation and completion of construction.

Exhibit G
Infrastructure Plan

Infrastructure Plan

Potrero Power Station

SAN FRANCISCO, CALIFORNIA

January 8, 2020

CARLSON, BARBEE & GIBSON, Inc.
CIVIL ENGINEERS • SURVEYORS • PLANNERS

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SAN RAMON • SACRAMENTO

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These appendices are for reference only and are not approved as part of the Infrastructure Plan approval. Please find the Appendices available for review and download at:

https://www.dropbox.com/sh/ufipjvvkzpnxicn/AADRwXbwhtIDLnT-tuHC8NeJa?dl=0

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Demolition – TRC Solutions

Civil Engineering – Carlson, Barbee & Gibson, Inc.

1 INTRODUCTION

1.1 Purpose

The Infrastructure Plan ("Plan") describes the required infrastructure improvements to be constructed to support the Potrero Power Station Project ("Project"). The Plan outlines the infrastructure related elements of the Project's sustainability, environmental remediation, demolition, corrective geotechnical measures, site grading, street and multi–modal transportation improvements, open space and park improvements, potable water system, auxiliary water system, non-potable water system, combined sewer system, separated sanitary sewer system, separated storm drain system, stormwater management controls, and dry utility system. The Plan also identifies the responsible parties for the design, construction and operation of the infrastructure.

1.2 Site Location and Areas

The Project area is approximately 29 acres located along San Francisco's Central Waterfront. The Project site is generally bound by 22nd Street to the north, the San Francisco Bay to the east, 23rd Street to the south and Illinois Street to the west. The Project location is depicted on Figure 1.0.

The Project area is comprised of the following properties which are depicted in Figure 1.1:

- ***Power Station Sub-Area*** – approximately 21.0 acres, consisting of Assessor's Block 4175/Lot 002 and Lot 017, and Block 4232/Lot 001 and Lot 006; currently owned by the project sponsor. This sub-area includes a large portion of the site of the former power station formerly owned and operated by the Pacific Gas & Electric Company ("PG&E") and by NRG Potrero LLC and their predecessors.

- ***PG&E Sub-Area*** – approximately 4.8 acres, consisting of a portion of Assessor's Block 4175/Lot 018 and owned by PG&E, located in the northwest corner of the Project Site, and also a portion of the site of the former power station.

- ***Port Sub-Area*** – approximately 2.4 acres owned by the City and County of San Francisco ("the City") through the Port of San Francisco ("Port"), consisting of three noncontiguous areas. The largest area is 1.4 acres located between the Power Station sub-area and the Bay, and also includes the area of the proposed recreational dock; the second largest is 1 acre, located along 23rd Street between the Power Station sub-area and Illinois Street; the smallest piece is less than one tenth of an acre, located on the northeast corner of the site next to the Bay.

- ***Southern Sub-Area*** – approximately 0.2 acres consisting of a portion of Assessor's Block 4232/Lot 010 and owned by Harrigan Weidenmuller Company, located south of the Power Station sub-area along 23rd Street.

- ***City Sub-Area*** – the City owns a triangular-shaped area and a strip of land along the and the southern side of 23rd Street between the Power Station sub-area and Illinois Street approximately 0.35 acres.

The redevelopment of PG&E sub-area is subject to PG&E's long-range facilities planning. Portions of the sub-area may or may not ultimately be redeveloped. This Plan assumes the redevelopment of this entire sub-area such that the infrastructure could support the full development program contemplated.

1.3 Proposed Land Uses

The Project includes the redevelopment of the project site into a mixed-use development including residential, commercial, hotel, community facility, PDR, retail and other active uses, and parking. The Project will also include public access areas and open spaces as well as a grid of public streets and private alleys.

Overall, the proposed Project will construct up to approximately 5.4 million gross square feet (gsf), of uses, including between approximately 2.4 and 3.0 million gsf of residential uses (about 2,400-3,000 dwelling units), between approximately 1.2 and 1.9 million gsf of commercial uses (office, R&D/life science, retail, hotel, and PDR), approximately 965,000 gsf of parking, approximately 50,000 gsf of community facilities, and approximately 25,000 gsf of entertainment/assembly uses. Most new buildings will range in height from 65-180 feet, with one building at 240 feet. Approximately 7 acres will be devoted to publicly accessible open space. The proposed range of development programs is outlined in Table 1.1.

Table 1.1: Proposed Development Program Scenarios

Proposed Building Use	Proposed Project Program	Maximum Residential Development Program	Maximum Commercial Development Program	Project Variant Program (Preferred Project)	Project Variant Program (Max Residential)
Residential	2,682 units / 2,682,427 sf	3,014 units / 3,014,376 sf	2,441 units / 2,441,667 sf	2,601 units / 2,522,970 sf	2,748 units / 2,669,778 sf
Commercial (Hotel)	241,574 sf	0 sf	241,574 sf	241,574 sf	0 sf
Commercial (Office)	597,723 sf	421,952 sf	814,240 sf	814,240 sf	814,240 sf
Commercial (Research and Development)	645,738 sf	645,738 sf	645,738 sf	645,738 sf	645,738 sf
Commercial (Retail)	107,439 sf	107,439 sf	107,439 sf	99,464 sf	99,464 sf
Commercial (PDR)	45,040 sf	45,040 sf	45,040 sf	35,000 sf	35,000 sf
Community Facilities	100,938 sf	100,938 sf	100,938 sf	50,000 sf	50,000 sf
Assembly / Entertainment	25,000 sf	25,000 sf	25,000 sf	25,000 sf	25,000 sf
Parking	921,981 sf	931,614 sf	902,856 sf	965,458 sf	992,785 sf
Publicly Accessible Open Space	6.2 acres	6.2 acres	6.2 acres	6.9 acres	7.15 acres

The land use program may be adjusted in the future provided that it remains within the limits analyzed under the Project EIR. The Project utility demands and infrastructure requirements have been evaluated based on the development program that results in the highest utility demand – the Maximum Residential development program. Accordingly, future adjustments are not anticipated to significantly change the overall Project utility demands or general infrastructure requirements outlined in this Plan.

1.4 Infrastructure Plan Overview

The Infrastructure Plan defines the required infrastructure to be provided by the Developer to support the development of the Project. The Plan includes the required infrastructure within the Project site and off-site within the vicinity of the Project site. The obligations for design, construction, operation and acceptance of the required infrastructure are described in the Plan.

1.5 Companion Document (D4D)

The design of the Project is guided by the Design for Development ("D4D") and Infrastructure Plan that together make up the Master Plan documents. The D4D sets the vision, standards and guiding principles for the redevelopment of the site as an urban, mixed-use, waterfront neighborhood. It contains the controls relating to the design of streets, open spaces and buildings. It also outlines sustainability features and identifies transportation strategies to encourage walking, biking and transit use. Specifically, Section 3 – Open Space and Section 4 – Streets of the D4D are carefully coordinated with the infrastructure systems described in this Plan.

1.6 Master Utility Plans

Master Utility Plans ("MUP") will be prepared based upon this Infrastructure Plan. The MUPs will provide further details of the site grading and utility systems, including utility modeling. The MUPs will be processed with the SFPUC prior to other SFPUC required submittals including the Basis of Design or first Improvement Plan approvals (see Section 1.10), whichever is first. The Basis of Design is a report that outlines project requirements, design criteria, necessary design exceptions and presents preliminary drawings for each utility system.

1.7 Property Dedication and Easements

The proposed public infrastructure described in the Plan will be constructed within public right-of-way or dedicated public easement areas. Easement areas within privately owned lands associated with utilities will provide for access and maintenance of infrastructure facilities. Easement areas within privately owned lands associated with the private alleys and open spaces will provide for emergency and public access within these corridors. The establishment of proposed parcels, rights-of-ways, easements, street vacations, dedication and acceptance of streets and other infrastructure will occur through the subdivision map process in accordance with the San Francisco Subdivision Code and San Francisco Subdivision Regulations.

The existing ownership of 23rd Street within the Project varies. The western half of 23rd Street is existing public right-of-way. The eastern half is a private street encumbered with access easements in favor of the properties to the south. Except for the addition of curbs to direct stormwater, the street design maintains the existing configuration of loading docks on the south side of the street. Pedestrians are directed to the sidewalk on the north side of the street, across from loading activities. The street is intended to be constructed to public street standards and is proposed to be a public street with Department of Public Works approval.

If the eastern half of 23rd Street remains as a private street, some of the public utility systems would be re-routed to not occupy this private street. See Section 18 providing a description of this scenario and the adjustments to the utility system configurations. See Table 8.1 outlining the proposed street widths and components for the various segments of 23rd Street.

Subject to approval, public utilities within easements may be allowed within the Project as necessary to provide infrastructure and services to the Project. These public utilities within easements on private property will be reviewed by the SFPUC to confirm full access for maintenance and repair of the utility facilities, including provision of minimum H-20 loading for maintenance access roads. The utilities will be installed in accordance with applicable City regulations for public acquisition and acceptance within dedicated public service easement areas. The proposed easements are depicted on Figure 1.2.

A tentative map will be prepared for the Project. Subsequently, final maps will be submitted depicting the public rights-of-ways prior to permits for each Phase of infrastructure. Final maps for each parcel, or group of adjacent parcels, will be submitted for each development phase.

1.8 Project Datum

The Infrastructure Plan is based upon the San Francisco Vertical Datum 13 ("SFVD13"). The SFVD13 Datum is equivalent to the North American Vertical Datum 1988 ("NAVD 88").

1.9 Applicability of Codes and Infrastructure Standards

The Infrastructure Plan may be modified in the future to the extent that future modifications are in accordance with the current City of San Francisco Subdivision Regulations – Appendix B and are accepted by the City.

1.10 Project Phasing

The Project is anticipated to be implemented in multiple Phases. See Figure 1.3 depicting the anticipated Phases of infrastructure and development. Each Phase will include Development Parcel(s) and associated Infrastructure (Phased Infrastructure) to facilitate the incremental build-out of the Project. Phased Infrastructure will be defined in the Phase Applications and associated Improvement Plans and Public Improvement Agreements for each Phase to be approved by the City prior to filing final maps for the associated Development Parcel(s).

Phased Infrastructure must be designed and constructed to create complete systems within each Phase. Additionally, demolition and construction of each phase must ensure service can be continuously provided to any existing customers. There are components of the Phased Infrastructure, as described in the Infrastructure Plan, such as abatement, demolition, environmental management, grading, geotechnical improvements and utility connections that may be required or desired outside the Phase in which it is designated. The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcel(s) is completed. Deferred infrastructure will require written request from the Developer and approval from the Director of Public Works. The proposed improvements will not be accepted by the City prior to deferred improvements being completed.

The Improvement Plans will depict the proposed infrastructure system configurations to be constructed with each Phase. The Improvement Plans will identify existing and proposed infrastructure, temporary and permanent connections, and demonstrate how service will be preserved to any existing adjacent occupied areas.

Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") requirements, as necessary. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

The key components of the Phased Infrastructure are outlined as follows:

Phase 0

- Demolition and Abatement of existing structures, private utilities and surface improvements, for the entire Project site except the PG&E Sub-Area.
- Site Grading establishing the street subgrade elevations and Development Parcel rough pad elevations (excluding below grade garage excavations), for the entire Project site except the PG&E Sub-Area.
- Demolition, abatement and site grading for the Tank Farm Area will be completed at the time environmental remediation of this area is complete.
- Demolition, abatement and site grading for the PG&E Sub-Area will be completed at the time the land becomes available.

Phase 1

- 23rd Street from Illinois Street to Waterfront Open Space.
- Humboldt Street from Maryland Street to the Waterfront Open Space.
- Maryland Street from 23rd Street to Humboldt Street.
- Delaware Street from 23rd Street to Humboldt Street.
- Traffic signal at 23rd Street and Illinois Street.
- Low Pressure Water System within Phase 1 public streets with points of connection to existing pipelines in 23rd Street at Maryland Street, and 23rd Street at Delaware Street.
- Low Pressure Water System second point of connection will be provided by an interim connection through Humboldt Street and/or Georgia Street connecting to the existing pipeline in either Illinois Street or 22nd Street, respectively. The selected corridor for this interim connection is subject to coordination with PG&E and review by the City.
- An access road capable of supporting active utility access and emergency vehicles will be provided along the interim low-pressure water line to Illinois Street or 22nd Street providing a second point of emergency access to Phase 1.
- Non-Potable Water System within Phase 1 public streets with potential Local District or Centralized Wastewater Treatment Plant on Block 8 supplying non-potable water to the system.
- AWSS connecting to existing pipeline at 3rd Street and 23rd Street intersection, extending in 23rd Street to Maryland Street and within Maryland Street from 23rd Street to Humboldt Street.
- Separated sanitary sewer system within Phase 1 public streets including the sanitary sewer pump station located near Delaware Street.
- Separated storm drain system within Phase 1 public streets including stormwater management controls and a stormwater outfall to the Bay.

Phase 1 *(Continued)*

- Dry Utility System within Phase 1 public streets.
- Power Station Park between Maryland Street and Delaware Street.
- Waterfront Park except for the area between Block 4 and Bay Trail.
- Grading within each Phase 1 Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 2

- Humboldt Street from Louisiana Street to Maryland Street.
- Low Pressure Water System within Humboldt Street.
- Non-Potable Water System within Humboldt Street with potential Local District Wastewater Treatment Plant on Block 7 supplying non-potable water to the Non-Potable Water system.
- Separated sanitary sewer system within Humboldt Street.
- Separated storm drain system within Humboldt Street including stormwater management controls.
- Dry Utility System within Humboldt Street.
- Power Station Park West between Maryland Street and Louisiana Paseo.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 3

- Maryland Street from Humboldt Street to Craig Lane.
- Delaware Street from Humboldt Street to Craig Lane.
- Craig Lane from Maryland Street to Delaware Street.
- Low Pressure Water System within Maryland Street.
- AWSS within Maryland Street.
- Separated sanitary sewer system within Maryland Street.
- Separated storm drain system within Maryland Street including stormwater management controls.
- Dry Utility System within Maryland Street.
- Waterfront Park, between Block 4 and the Bay.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 4

- Georgia Lane from 23rd Street to Humboldt Street.
- Humboldt Street from Louisiana Street to Georgia Street
- Low Pressure Water System within Phase 4 public streets.

Phase 4 *(Continued)*

- Non-Potable Water System within Phase 4 public streets with potential Local District Wastewater Treatment Plant on Block 5 supplying non-potable water to the Non-Potable Water system.
- Combined Sewer System within Georgia Lane.
- Stormwater management controls within Phase 4 public streets. Dry Utility System within Phase 4 public streets.
- Louisiana Paseo
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 5

- Louisiana Street from Humboldt Street to Craig Lane.
- Craig Lane from Maryland Street to Georgia Street.
- Georgia Street from Humboldt Street to 22nd Street.
- Low Pressure Water System within Phase 5 public streets with permanent point of connections to the existing pipelines in 22nd Street.
- Combined Sewer System within Phase 5 public street.
- Stormwater management controls within Phase 5 public streets.
- Dry Utility System within Phase 5 public streets.
- Potential Local District Wastewater Treatment Plants on Block 1 supplying non-potable water to the Non-Potable Water system.
- Grading within each Development Parcel for below grade parking, if necessary, and final building and / or open space elevations.

Phase 6

- Humboldt Street from Georgia Street to Illinois Street.
- Traffic signal at Humboldt Street and Illinois Street.
- Low Pressure Water System within Phase 6 public streets with permanent point of connections to the existing pipelines in Illinois Street.
- Non-Potable Water System within Phase 6 public streets with potential Local District Wastewater Treatment Plant on Block 13 supplying non-potable water to the system.
- Combined Sewer System within Phase 6 public street.
- Stormwater management controls within Phase 6 public streets.
- Dry Utility System within Phase 6 public streets.
- Illinois Plaza
- Grading within each Development Parcel for below grade parking and final building and / or open space elevations.

1.11 Acceptance of Phased Infrastructure

Any acceptance of street and other infrastructure improvements will occur according to the San Francisco Subdivision Code and San Francisco Subdivision Regulations, unless otherwise approved as an exception by the City. The City shall accept full, complete, and functional streets and infrastructure as designed in conformance with the Subdivision Regulations and utility standards, and constructed in accordance with the project plans and specifications, subject to any design modifications or exceptions that may be authorized by the Public Works Director with consent of affected City department, as detailed under the San Francisco Subdivision Code and regulations.

Utilities and other infrastructure improvements to be offered by the Developer for City acceptance cannot rely on utilities constructed to a temporary standard. Any offer of utilities that rely on utilities constructed to a non-permanent standard will require authorization by the Public Works Director with the consent of the affected City department. This is anticipated for the Low-Pressure Water System point of connection through the PG&E Sub-Area with Phase 1. This is necessary to provide a reliable potable and fire water system for the first phase and until a permanent connection is made in later phases.

With the consent of the City, select portions of Phased Infrastructure to be offered by the Developer for City acceptance may rely upon existing infrastructure that is required to be replaced in a subsequent Phase provided the existing infrastructure adequately serves the present Phase demands and subject to written approval of applicable City department(s), consistent with San Francisco Subdivision Regulations. Upon any replacement of existing infrastructure beyond the current phase limits, the newly accepted infrastructure will require monitoring and re-inspection at the Developer's expense, as described in Section 4.3, Phases of Demolition and Abatement.
Phased Infrastructure may include improvements within the Project, but outside of the current Phase boundary and within a subsequent Phase area. The City will not accept the Phased Infrastructure that is constructed outside of the phase boundary until that subsequent phase of infrastructure is completed.

1.12 Operation and Maintenance

Under formal acceptance of public infrastructure installed by the Developer, the City will be responsible for maintenance of the infrastructure installed by the Developer, except as otherwise agreed to in writing by the Developer and the City. A maintenance agreement, as required by the Public Improvement Agreement (PIA), will be prepared in conjunction with the first phase of Improvement Plans and may be subject to a Major Encroachment Permit ("MEP").

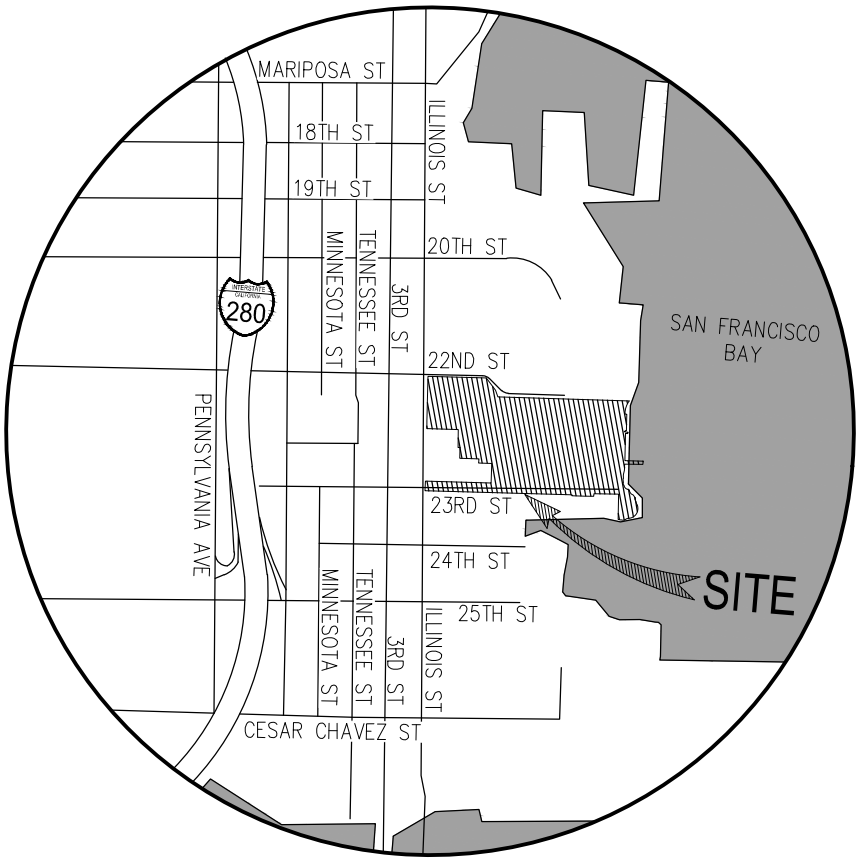




Figure 1.0 Site Location

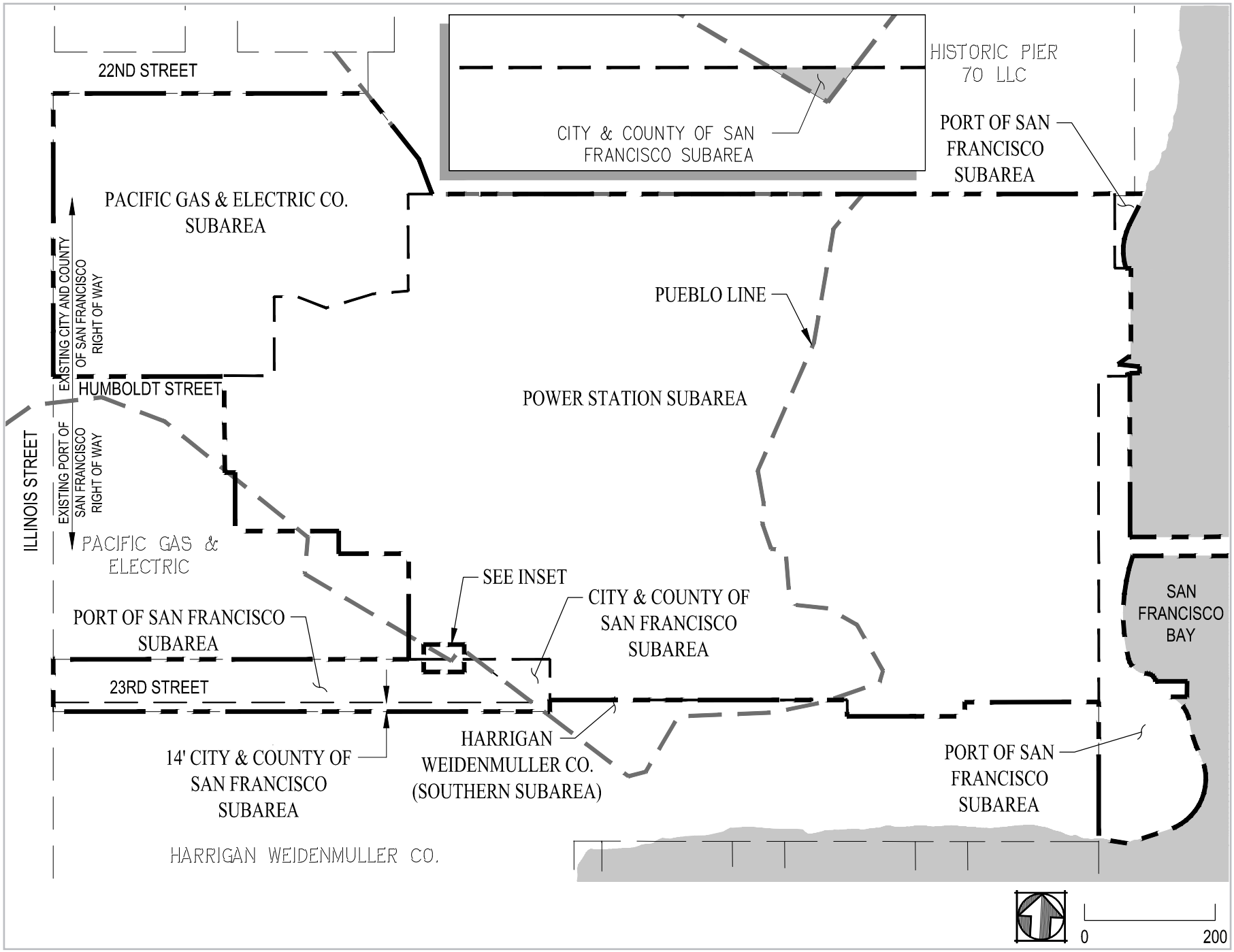


Figure 1.1 Project Areas

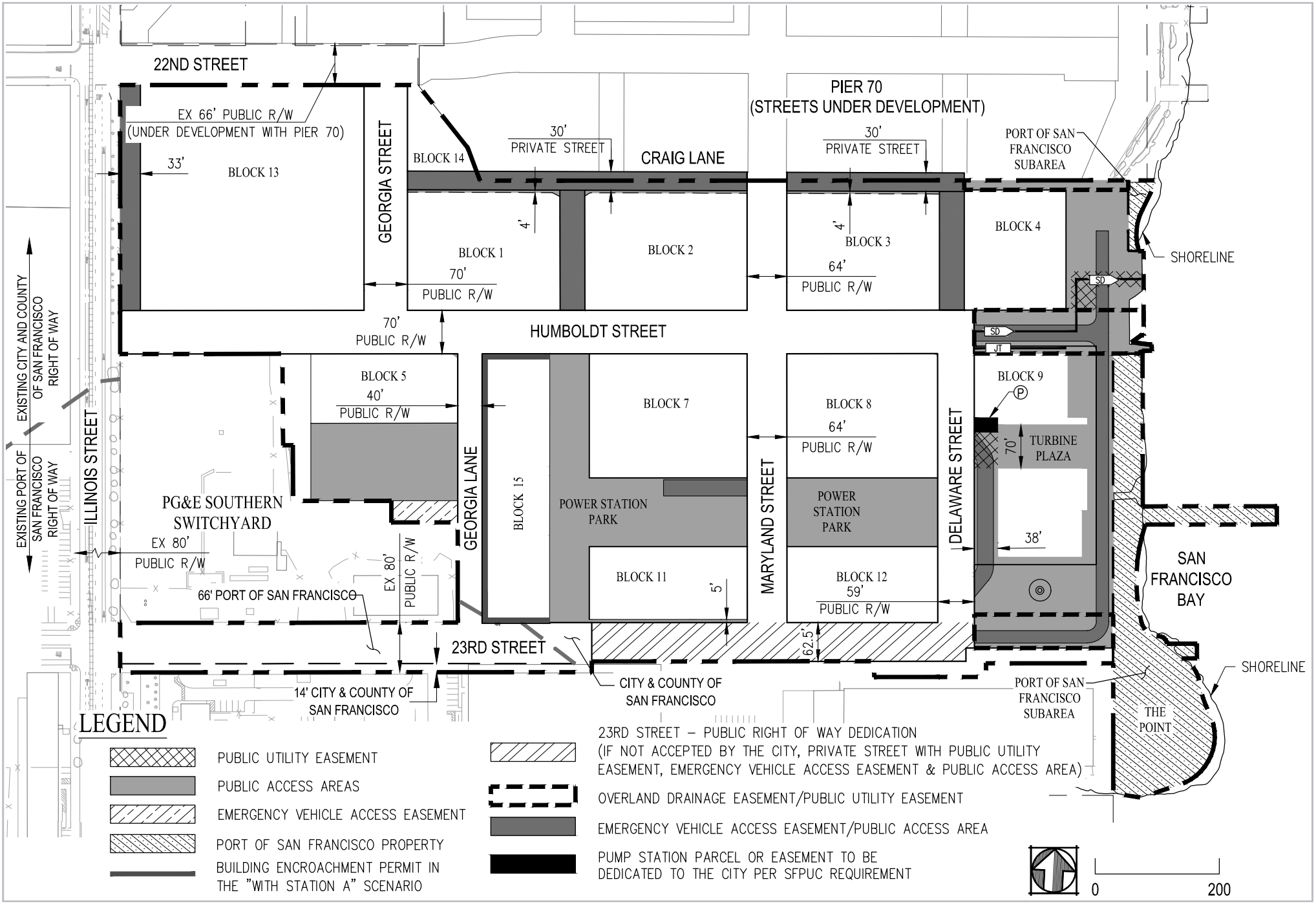


Figure 1.2 Property Dedications and Easements

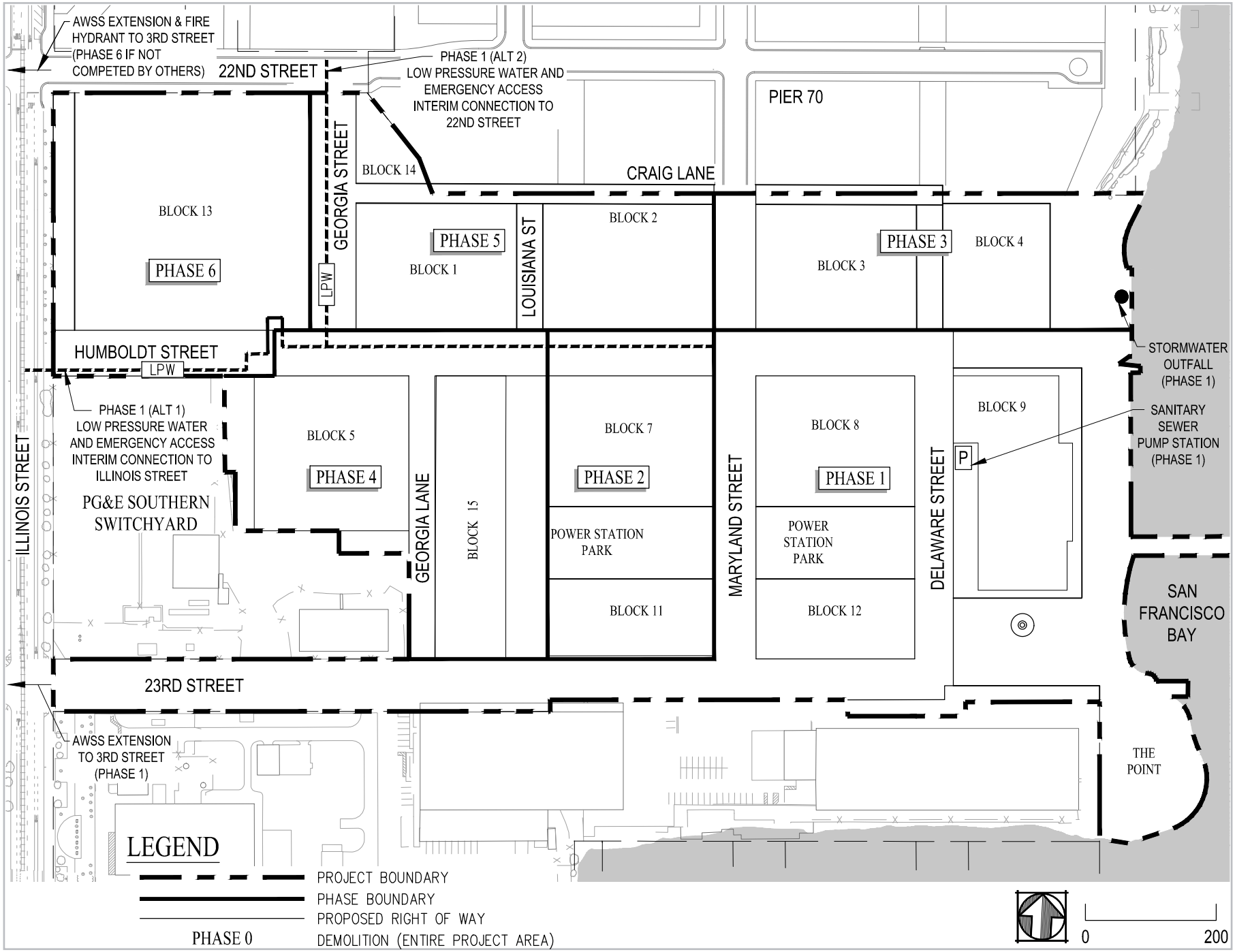


Figure 1.3 Project Phasing

2 SUSTAINABILITY

2.1 Sustainable and Resilient Infrastructure

The Project will include a variety of sustainable and resilient design elements integrated into the infrastructure design. The infrastructure systems will be designed to support Site and Bay ecosystems, promoting the return of biodiversity to the Project Area. A summary of the key sustainable infrastructure design strategies are as follows:

Section 3 – Environmental Management

- Environmental remediation to satisfy all applicable statutory and regulatory requirements for the proposed land uses.

Section 4 – Site Demolition

- Demolition and abatement of identified unusable structures.
- Reuse of select historic structures to current seismic, structural, and code requirements.
- Demolition or abandonment of sub-standard utility infrastructure. To the extent feasible the un-used existing utilities within future public rights-of-way will be removed.
- Recycle materials on-site where feasible.
- Target minimum of 65% diversion from landfill of construction and demolition debris that is not contaminated.

Section 5 – Sea Level Rise and Adaptive Management Strategy

- Streets and open spaces designed to provide built-in resilience for long term protection against a 100-year storm surge plus sea level rise up to 6.9 feet. Buildings will also have an additional 1-foot of freeboard in accordance with the San Francisco Floodplain Management Ordinance.
- Financing mechanism established to fund continuing monitoring and future improvements at the Project site to adapt to amounts of sea level rise beyond 6.9 feet.
- See Section 5 for discussion of the Project's sea level rise protection strategy.

Section 6 – Geotechnical Conditions

- Geotechnical improvements to improve seismic and shoreline stability.

Section 7 – Site Grading and Drainage

- Grading and drainage designs to provide built-in long-term protection and future adaptability to address sea level rise.
- Erosion and sedimentation control measures during construction will be implemented consistent with an approved Storm Water Pollution Prevention Plan for the site during grading and construction to protect and control run-off to the Bay.

Section 8 – Street and Transportation

- New infrastructure and facilities to improve circulation and safely support all transportation modes such as walking, bicycles, buses, and shuttles to regional transit hubs.
- Establish an accessible neighborhood that prioritizes walking, biking and transit.
- New public bicycle and pedestrian paths to provide connection to open spaces to support safety of bicycles and pedestrians.
- Selection of Street Trees that support Site and Bay ecosystems.

Section 9 – Open Space and Parks

- New parks and recreational facilities that will complement the existing neighborhood and citywide open space network.
- Selection of plants and trees that support Site and Bay ecosystems and habitats.

Section 11 – Low Pressure Water System

- New reliable potable water system.
- Use of water conservation fixtures and non-potable water use to reduce potable water demands.

Section 12 – Non-Potable Water System

- Use of graywater, and potentially blackwater and rainwater, to meet non-potable water demands including irrigation, flushing and cooling towers.
- Wastewater collection and treatment plants, either multiple local district plants or one centralized plant, will treat wastewater generated within certain development blocks to comply with Article 12C of the San Francisco Health Code and deliver to Development Parcels through a new private non-potable water distribution system located either within the public right-of-way or through privately-owned parcels. (Note that an

encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

Section 12 – Non-Potable Water System *(Continued)*

- In the event the City constructs a regional recycled water treatment facility that provides recycled water to the Project Site and surrounding areas, the proposed project may elect to connect to this system, delivering recycled water to Development Parcels through a new public recycled water distribution system within the public right-of-way. In this case, the project would not construct separate wastewater diversion, treatment and reuse systems on private parcels.
- Potential Shared District Thermal Energy Plants to recover waste heat and utilize it for heating and cooling to further reduce the Project energy demand and water demand for mechanical uses.

Section 13 – Auxiliary Water Supply System ("AWSS")

- New AWSS to improve reliability of fire suppression systems and enhance resiliency during a seismic event.

Section 14 – Separated Sanitary Sewer System

- New low flow fixtures minimizing the Project demand to the existing sanitary sewer system.
- Complete replacement of aged existing collection system of private sanitary sewer pipelines, thereby avoiding exfiltration of sanitary sewer flows to ground water.
- Site grading design to provide physical protection and delineations between the combined sewer and separated storm drain areas, and to provide additional protection from potential overflows from the combined sewer system to the Bay.

Section 15 – Storm Drain System

- New storm drain collection system designed for long term protection from flooding and adaptability for sea level rise.
- Separated storm drain pipelines will be designed to convey the stormwater flows from a 5-year / 3-hour design storm with appropriate freeboard, and the public streets will be designed to convey the stormwater flows from a 100-year / 3-hour design storm below the top of curb elevation, using a starting tail water of the FEMA Base Flood Elevation plus 24 inches of sea level rise.

Section 16 – Stormwater Management

- Eliminate the industrial discharges to Bay from the historic existing uses within the Site.
- Stormwater management controls within the western watershed included in buildings, street designs and open spaces to reduce runoff rate and volume impacting the City Combined Sewer System and without increasing system overflows.
- Stormwater management controls within the eastern watershed included in street designs, buildings and open spaces to provide water quality treatment and trash capture prior to discharge to the Bay.
- Building rooftops to include Living Roofs in accordance with the Better Roofs Ordinance.
- Selection of plantings within green infrastructure that support Site and Bay ecosystem.

Section 17 – Dry Utilities Systems

- Replace overhead electrical distribution with an underground joint trench distribution system.
- New power, gas and communication systems to serve the Project.
- Installation of photovoltaics on building rooftops in accordance with the Better Roofs Ordinance for renewable generation, of type and quantity as approved by the power provider.
- Use of energy efficient fixtures and equipment to reduce energy demands, including potential private shared thermal energy plants to recover waste heat and utilize it for heating and cooling to further reduce Project energy demand.
- The project sponsor and/or future vertical developers may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse (“GHG”) emissions and limit on-site combustion.

3 REMEDIATION SUMMARY

3.1 General Site Characterization

The Potrero Power Plant had been in operation producing manufactured gas and electricity for over 100 years. The last operating unit at the Potrero Power Plant ("Site") was closed in 2011. Over the course of its operational history, various hazardous substances were released into the subsurface soil and groundwater beneath the Site. Since 1991, PG&E, the former owner, has been conducting environmental site investigations ("SI") and remediation of hazardous materials in the soil, soil vapor and groundwater under the oversight of San Francisco Bay Regional Water Quality Control Board (Water Board) and San Francisco Department of Public Health ("SFDPH").

The data collected from the SIs was evaluated with respect to applicable regulatory standards and risk-based site-specific cleanup levels to identify Constituents of Concern ("COC"). SIs and Human Health Risk Assessments ("HHRA") have evaluated the potential adverse health effects that may be associated with cumulative exposure to Site COCs. The primary COCs detected in the soil, soil vapor and groundwater include metals, total petroleum hydrocarbons ("TPH"), polycyclic aromatic hydrocarbons ("PAH"), volatile organic hydrocarbons ("VOC"), polychlorinated biphenols ("PCB") and naturally occurring asbestos ("NOA"). Reports documenting the results of previous SIs and HHRAs have been submitted to the Water Board and are available for review on their GeoTracker website (http://geotracker.waterboards.ca.gov).

3.2 Regulatory Framework and Management Approach

PG&E has delineated the Site into five operational areas for purposes of the environmental work. These include the Station A area, Unit 3 area, Northeast area, Tank Farm area, and the Offshore area. See Figure 3.1 depicting the general location of these operational areas. PG&E evaluated several options to remediate the Site to support future commercial and industrial land uses.

The Station A area was the first area to be completely investigated, risks evaluated, and a remedy put into place. The approved Station A remedy consists of the following:

- Durable Covers (defined as hardscape such as asphalt, concrete, non-moveable pavers, or a minimum of four feet of clean soil) over existing soil that meet the remedial action objective of preventing human exposure to constituents of concern in the soil beneath the Site.

- Long-term maintenance and monitoring of durable covers to ensure that covers continue to function as designed; and
- Institutional controls to minimize the potential to impact human health and the environment after installation of durable cover.

In June 2016 PG&E prepared a Risk Management Plan ("RMP") for the Station A area that provides a framework for managing residual COCs in soil in a manner that protects site users under current and future commercial and industrial land use. Land use restrictions are presented in the Covenant to Restrict Use of Property Agreement (Appendix B of the RMP).

Investigations and risk evaluations in the Unit 3 area, Northeast area, and Offshore area have been completed and are ongoing in the Tank Farm area. The remedy that is proposed for the Unit 3 area will be the same as for Station A. The remedy for the Northeast area includes in-situ soil stabilization as well as durable covers, long term monitoring and maintenance, and institutional controls similar to Station A. The remedy for the offshore area includes limited sediment dredging and monitored natural attenuation. PG&E plans for all remediation work to be completed at the Site by the year 2023.

3.3 Requirements for Future Ground-Disturbing Work

The San Francisco Health Code and the RMP require that ground-disturbing activities at the Site comply with Article 22A of the Health Code, commonly known as the Maher Ordinance. Any future construction work that involves ground disturbing activities involving more than 50 cubic yards or 1,250 square feet of soil is subject to both the Maher Ordinance and the RMP, including the Project's infrastructure obligations. The RMP describes risk management measures that include notifying the Port, Water Board, and SFDPH of planned ground-disturbing activities; controlling Site access; managing soil including stockpile management, offsite disposal, and dust control; managing storm water runoff; controlling contact with groundwater; and reestablishing the durable cover following completion of ground-disturbing activities. The RMP also outlines procedures for addressing unexpected subsurface conditions encountered during development.

3.4 Utility Corridors

The proposed utility systems will be placed in utility corridors that are comprised of the required clean backfill materials of each utility installation trench. The conditions will be such that construction and maintenance worker safety will be within the acceptable limits although certain safety precautions will be necessary in certain areas (i.e. dust masks, dust control, etc.). Soil excavated from the utility corridors for future maintenance will need to be handled in accordance with the RMP protocol.

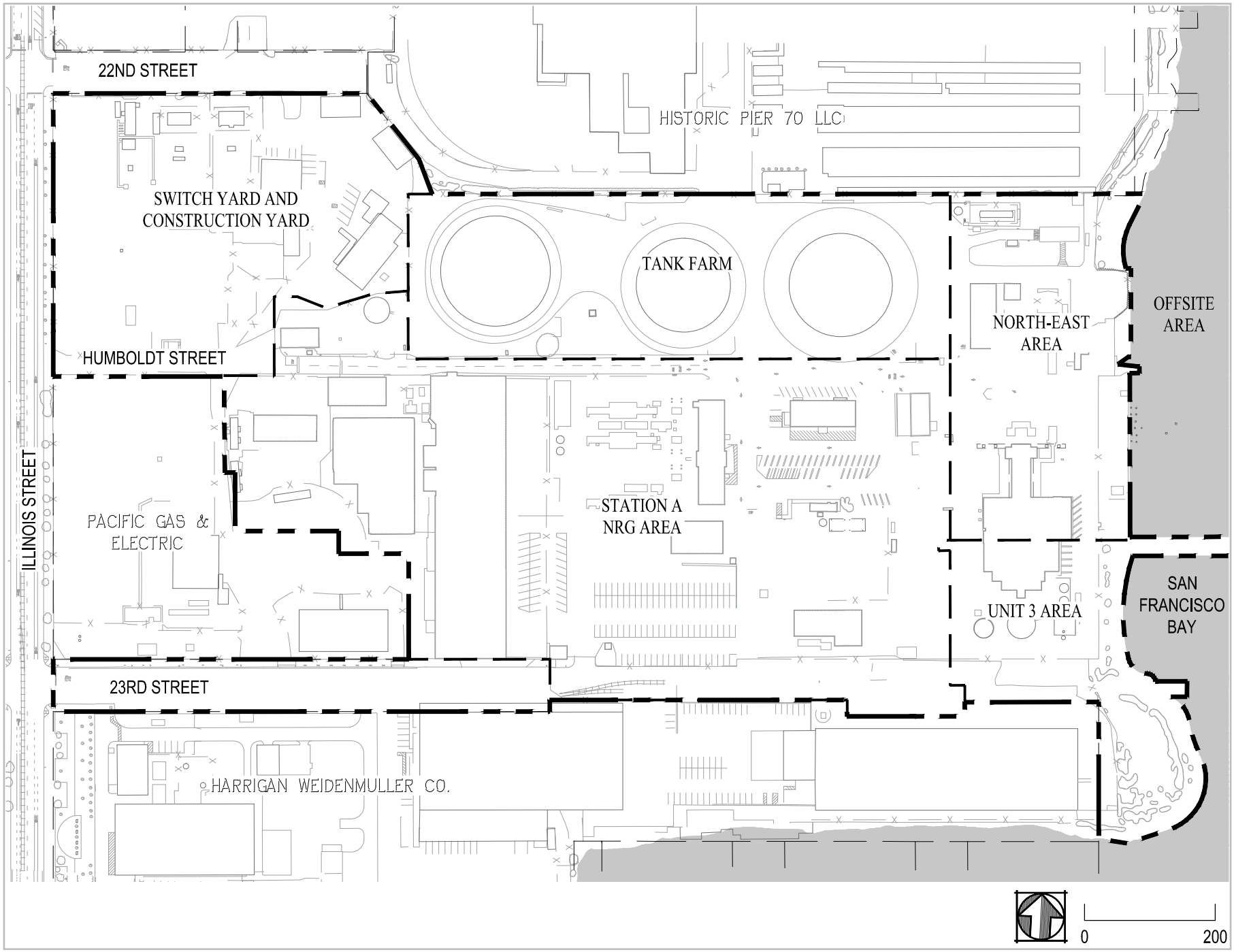


Figure 3.1 Environmental Remediation Operational Areas

4 SITE DEMOLITION

4.1 Scope of Demolition

The Developer's infrastructure responsibilities include the abatement and demolition of non-retained existing buildings and infrastructure features within the Project site. The proposed Project will demolish about 20 existing structures on the Project site, including two individually significant historic buildings in the Power Station sub-area, the Meter House, and the Compressor House – which have been identified as eligible for the California Register. The Gate House, which is a contributor to the Third Street Industrial District but not individually significant, will also be demolished as part of the proposed Project. Station A, which is also an individually significant building, may be preserved and repurposed into an office building as part of the Project. As permitted in the Design for Development (D4D) document, the new additions to the building are permitted to reach an average height of 145-feet. The building may reach a taller height, provided that appropriate sculpting compliant with controls contained in the D4D occurs.

The Unit 3 Power Block ("Unit 3") and the Stack have also been identified as contributors to the Third Street Industrial District, although are not individual resources. Unit 3 may be repurposes and converted into a hotel which will involve the removal of obsolete mechanical equipment, including the boiler. The repurposed structure will not exceed the existing height of the 143-foot concrete elevator shaft, although two additional floors will be added, creating a 10-story building. In some areas, the building envelope will increase to create a floor plate suitable for a hotel. However, under the proposed flexible land use program, a residential land use or new hotel could be developed on Block 9 instead of a hotel in the repurposed structure, in which case, Unit 3 would be demolished. In either case, the Stack will be retained and potentially repurposed as a ground floor retail space occupying approximately 1,000 square feet. If repurposed, proposed improvements to the Stack include perforations for a secondary means of egress and interior enclosures to provide a roof and any necessary structural support. Seismic retrofit or other improvements the Stack may obstruct the hollow flue. Proposed alterations of the two buildings could affect their eligibility for the California Register. See Figure 4.1 depicting the locations of Unit 3 and the Stack.

Additionally, the following existing underground utilities will also be retained as depicted on Figure 4.2.

- 23rd Street
  - Underground high voltage facilities
  - Transmission and distribution pipelines
  - Combined sewer facilities (Note this pipeline was replaced in 2019 through the City's routine pipeline replacement project. This new pipeline will be retained.)

- Humboldt Street (Western Portion)
  - Natural gas transmission line
- Illinois Street Frontage (West Edge of Block 13)
  - Natural gas transmission line
  - Underground high voltage facilities

Demolition will include the abatement (if necessary), deconstruction, removal, and disposal or reuse of existing buildings, hardscape, landscape, utilities, and temporary building structures and utilities. In specific cases, underground utilities may be abandoned in place rather than demolished, subject to City approval. The Developer will transport demolition debris off-site by a registered transporter for delivery to a registered facility that processes debris for recycling, in accordance with City regulations. Where possible, inert materials such as concrete or brick will be processed and reused onsite as fill, aggregate, or landscaping. Reuse of site demolition materials will be limited by potential contamination that would require material to be disposed of off-site.

4.2 Existing Infrastructure Demolition or Abandonment

With the exception of the Stack, feasibility for retaining other structures, such as Unit 3 and Station A, is still being determined. Unit 3 is being studied for feasibility for retention and adaptive reuse as a hotel, residential building or combination of the two uses. Station A is being studied for feasibility for retention and adaptive reuse as an office building. Prior to demolition, the buildings will be surveyed for regulated building materials and abated as necessary. Demolition debris from buildings on-site will be recycled to the greatest extent feasible at a registered off-site disposal / recycling facility, targeting a 65% diversion rate of material that is not contaminated.

Inert demolition materials such as asphalt concrete paving, concrete pads, foundations, and bricks, etc., will be demolished and recycled off-site. Reuse of recycled demolition materials as fill, aggregate, or decorative landscaping will be retained as an option, but current plans indicate that demolition materials will be recycled off-site. As part of the vegetation grubbing and clearing operation, the few trees and other plant materials located near the center of the Site will be removed and recycled as green waste.

The existing utility demolition or abandonment scope includes water, separated storm drain, combined sewer, separated sanitary sewer, gas, electric, and other utility infrastructure above and below ground. With the exception of the high voltage, natural gas, and combined sewer lines beneath 23rd Street and the natural gas transmission line along Humboldt Street and the west end of Block 13, which are to be retained, existing utility infrastructure will be abandoned in place or removed and disposed of at an authorized facility. Temporary utilities will be constructed prior to

demolition of several active utilities to maintain service to adjacent properties prior to construction of new utility infrastructure.

Temporary facilities required during abatement and demolition activities, such as temporary utility corridors and equipment and materials laydown areas will be removed from the Site as necessary prior to initiation of construction activities.

4.3 Phases of Demolition and Abatement

Demolition and abatement activities will occur within phases, particularly Phase 0 as shown in the Project Phasing Plan. All abatement and demolition of existing structures will be completed at the start of the Project, with the exception of the PG&E Sub-Area lands and potentially the Tank Farm area (subject to PG&E's schedule for remediation work in that area. While demolition of the large Phase 0 area will be performed at the outset of the Project, it will be phased in a manner that maintains access ways to adjacent properties, and utility connections necessary for other ongoing site activities. In addition, the Developer will be responsible for monitoring temporary, new, and existing utilities to ensure operation during pre- and post-demolition construction activities. This will include inspection of existing utilities to confirm new construction has not caused damage to existing utilities adjacent to demolition activities.

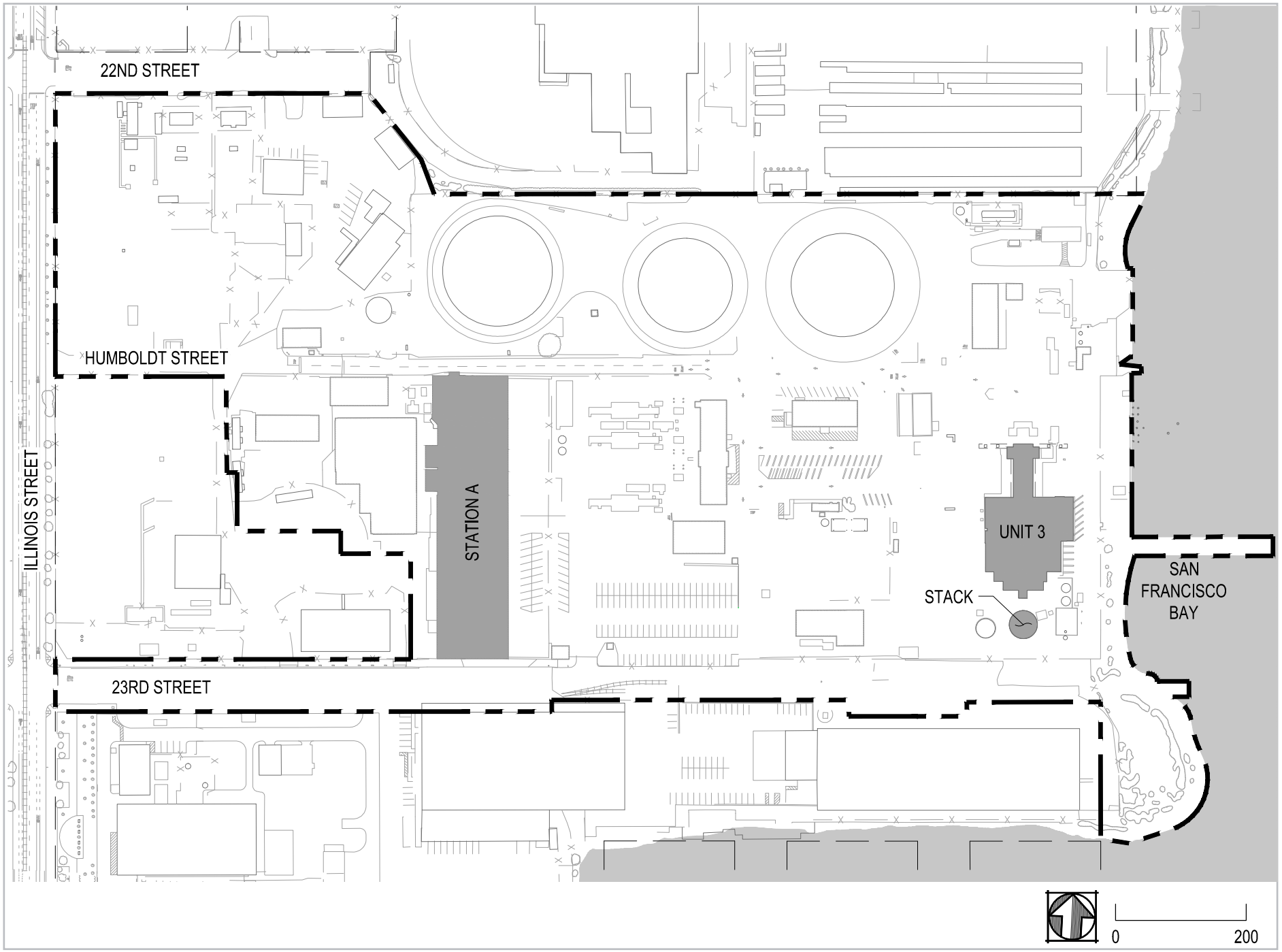


Figure 4.1 Location of Adaptively and Potentially Adaptively Reused Structures

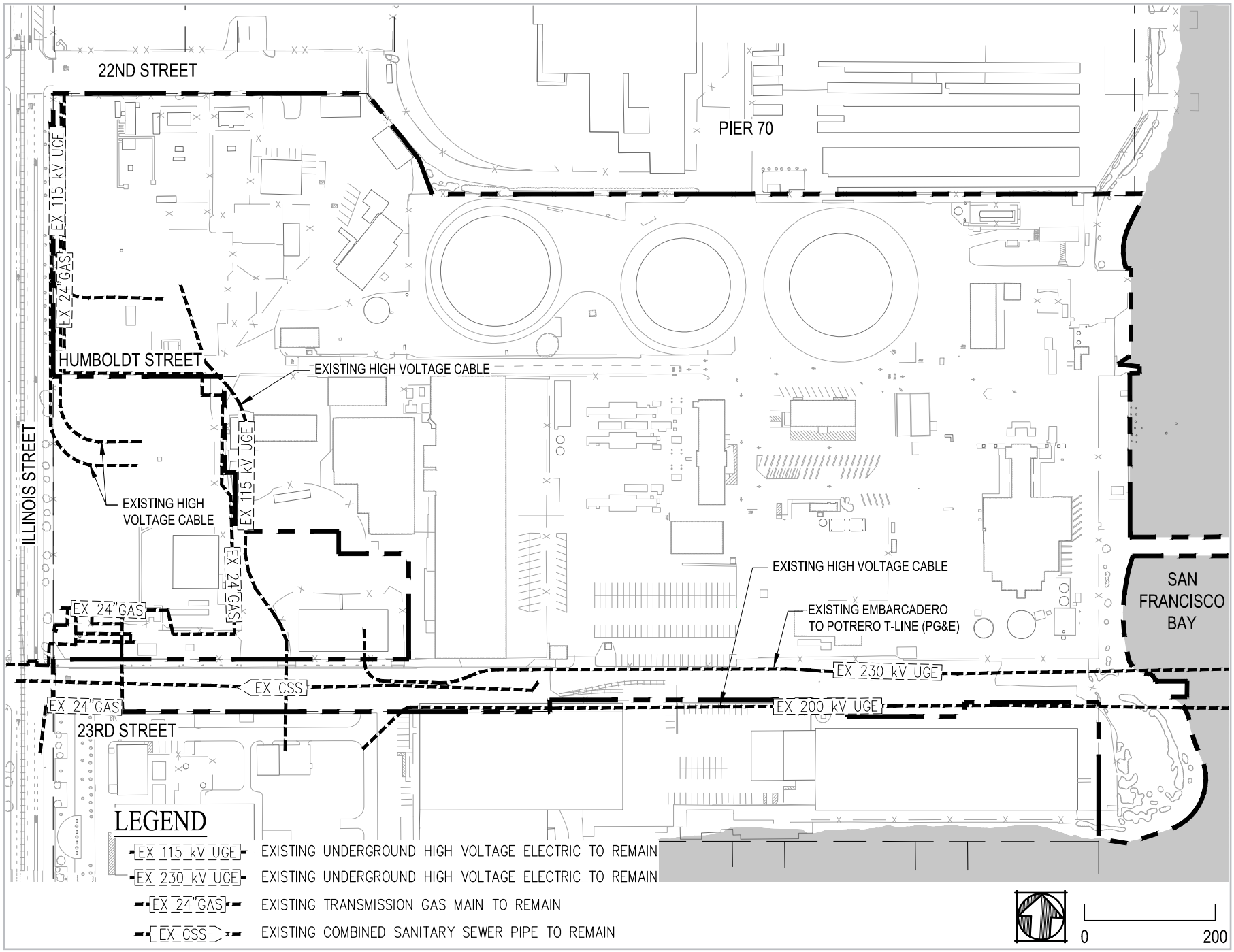


Figure 4.2 Existing Infrastructure to Remain

5 SEA LEVEL RISE AND ADAPTIVE MANAGEMENT STRATEGY

5.1 Sea Level Rise Design Parameters and Risk Assessment

The existing waterfront areas within the Project are vulnerable to coastal flooding as the sea levels rise over time. Accordingly, the Project will be constructed to provide protection from future sea level rise ("SLR").

The Project has conservatively selected to provide built-in protection from the current high-end estimate of sea level rise at the end of the century. The Project has been planned based on estimated sea level rise from the best available science on sea level rise projection rates. This includes the June 2012 National Academy of Sciences ("NAS") Sea-Level Rise for the Coasts of California, Oregon and Washington. Additionally, in March 2018, the California Ocean Protection Council published an update to its sea level rise guidance. The updated report provides the scientific foundation for a decision-making process to select which sea level rise projection is appropriate for a specific project. This approach considers many factors, including project location, lifespan of the project, degree of sea level rise exposure, risk tolerance and adaptive capacity of the project. The updated guidance provides sea level rise projected values for low risk aversion, medium-high risk aversion, and extreme risk aversion. The Council's updated report estimates the likely range of sea level rise at 2100 for low risk aversion sites to be 2.4-3.4 feet, medium-high risk aversion to be 5.7-6.9 feet and extreme risk aversion to be 10.2 feet. The areas within the project site that would be inundated, if left unprotected, at the sea level rise projected at 2070 and 2100 for medium-high risk aversion and high emissions scenarios are depicted on the enclosed Figure 5.1.

The Potrero Power Station project is considered as a medium-high risk aversion site as it is a coastal development with adaptive capacity. The Project has also determined to utilize the high emissions scenarios for planning of sea level rise protection measures. The Project is designed to be elevated to provide resiliency and protection from future sea level rise of 6.9 feet above the 100-year storm surge. The project also includes considerations for planned adaptive capacity strategies.

5.2 Sea Level Rise – Built-In Protection

The Project has been planned to provide long term protection to the public access areas and future building uses. The proposed shoreline and land side improvements are planned to be constructed at a minimum elevation of 17.5 ("SFVD13"). This provides built-in protection from the projected sea levels at 2100 for a medium-high risk aversion at the high emissions scenario of 6.9 feet above the current 100-year storm surge elevations. This also provides built-in protection from 9.9 feet of sea level rise above current King Tide. Additionally, this minimum elevation provides protection

from over 5 feet of future sea level rise above the 100-year Base Flood Elevation (BFE) coastal flood elevation, which is the estimated sea level rise projected to occur between 2080 and 2090 for a medium-high risk aversion site with the high emissions scenario. The current 100-year coastal BFE is 11-12 feet ("SFVD13") along the Project shoreline. See Section 7 for discussion of the BFEs at the Project. The minimum elevation of the proposed street and open spaces areas is 17.5 (BFE plus 5 feet) and the minimum elevation of the building ground floors is 18.5 (BFE plus 5 feet plus 1-foot freeboard).

The Stack is proposed to be preserved and Unit 3 may be preserved; both waterfront structures may potentially be adaptively reused. These existing structures and immediate surrounding areas will remain at the existing building elevation finish floor elevation of approximately 14 ("SFVD13"). These areas will be protected by the elevated shoreline improvements along with additional flood protection improvements. The improvements will include a local pump station and backflow protection integrated to the separated storm drain collection system for these areas. The pump station will ensure stormwater will be discharged from these areas to the Project stormwater outfall. The backflow prevention device will prevent backwater from extreme tidal elevations of the Bay entering the separated storm drain system and inundating these lower elevations. This localized stormwater pump and related facilities will be privately owned and maintained, not dedicated to the City. See Figure 5.2 demonstrating there are no areas of inundation within the Project at proposed conditions and 5 feet of sea level rise.

5.3 SLR Adaptive Management Plan

As there still remains variability of sea level rise projections within the scientific community, additional adaptive management measures will be integrated into the Project framework and infrastructure through an SLR Adaptive Management Plan, as described below. These measures will provide a proactive approach to planning, monitoring and implementing future adaptations to the Project to ensure resiliency from extreme sea level rise.

The Project will prepare a SLR Adaptive Management Plan that establishes a monitoring program to review SLR estimates prepared for San Francisco Bay by the National Oceanic Atmosphere Administration ("NOAA") and other State Agencies. The monitoring program will require periodic review of updated SLR guidance from Local, State and Federal regulatory agencies. The SLR Adaptive Management Plan will be prepared by and managed by the Shoreline Adaptation Community Facilities District ("SACFD"). The SACFD will also provide a funding mechanism to implement necessary future adaptive measures. The SACFD will be coordinated with City programs addressing SLR.

5.3.1 Adaptive Management Measures for Future SLR

The adaptive measures will include the following:

- Shoreline perimeter designs that provide the ability to be adapted if future sea level rise exceeds the built-in protection. This may include capacity to increase elevations along the shoreline through construction of small berms, low floodwalls or other similar measures without requiring fill within the Bay.
- Separated storm drain system designs that provide the ability to be adapted in the future if nuisance or hazard flooding becomes more frequent. This may include integrating a sea level rise pump station or other similar measures.
- The lower deck of the recreational dock is currently set at an elevation of 11.5 feet (SFVD13), which is 4 feet above King Tide. In order to accommodate SLR, the pile-supported lower deck will be designed to allow for construction of a higher deck on top of the lower deck in the future. The lower deck and piles are to be designed to carry additional weight of the future adapted higher deck and associated concrete frame.
- Create a monitoring program to periodically review SLR guidance from Local, State and Federal regulatory agencies.
- Create a reporting program to document monitoring of SLR and any recommended improvements to address increased sea levels causing nuisance and more frequent flooding.
- Create a funding mechanism for the monitoring / reporting program as well as shoreline and stormwater system adaptive improvements.

- Use of materials in areas of future inundation, such as "the Point", that will be supportive of future underwater habitat and/or address wave action.

5.3.2 Decision Making Framework

When the data from the monitoring program demonstrate that SLR in San Francisco Bay is expected to exceed the built-in protection, a range of additional improvements can be made to protect the Project from flooding. Planning, design, and review takes a significant amount of time, thus work will begin on improvements before those SLR effects are problematic. In coordination with the City, the SACFD will be responsible for determination of the improvements to be made at the time they are required, which will depend on a variety of factors, including, but not limited to:

- Consultation with the SFPUC and other local agencies;
- New Local, State or Federal requirements about how to address SLR;
- Available technology and industry best practices at the time; and
- Both the observed rate of actual SLR and available science with updated estimates of future SLR.

5.3.3 Sea Level Rise Monitoring and Implementation Report

The monitoring program will require periodic preparation of a report on the progress of the adaptive management strategy. SACFD will commission the report which will be prepared and submitted to the relevant City agencies for review and comment no less than every five years and more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program;
- A review of changes in Local, State or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with applicable new regulatory requirements;
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified in the Decision-Making Frameworks within the next 5-years; and
- A report of the fund collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

5.3.4 Funding Mechanism

The SACFD will establish a funding mechanism, likely a project special tax, to create project-generated funding that will be dedicated to paying for monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy for the Project. Funds will be overseen by the SACFD.



Figure 5.1 Sea Level Rise Potential Areas of Inundation — Existing Conditions

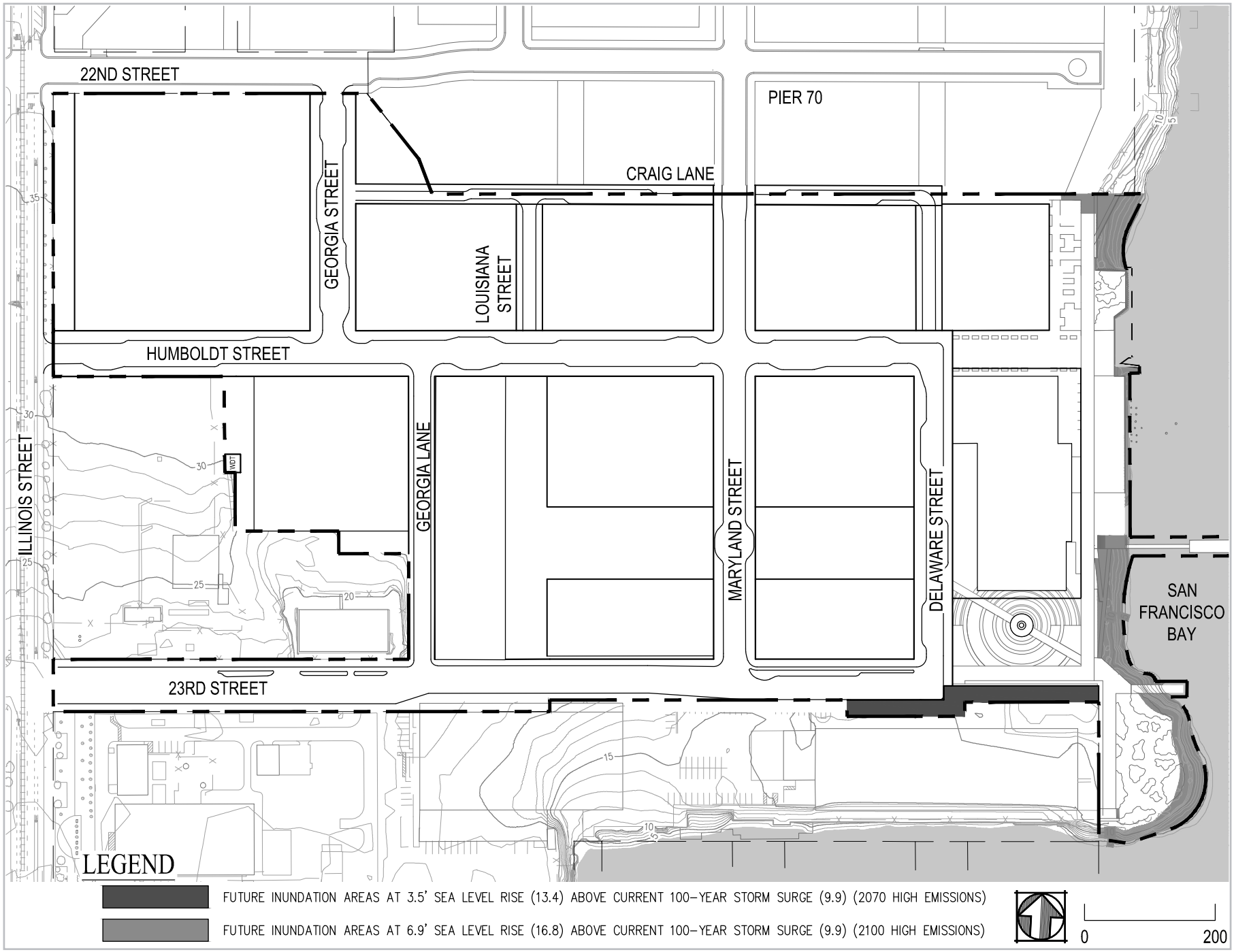


Figure 5.2 Sea Level Rise Potential Areas of Inundations - Proposed Conditions

6 GEOTECHNICAL CONDITIONS

6.1 Existing Site Geotechnical Conditions

Approximately, the eastern third of the Potrero Power Plant site is land formed by placing fill in the San Francisco Bay beyond the original shoreline. This portion of the site consequently has a significant thickness of existing fill that was placed at the site during the late 1800s and early 1900s, with the area east of the historic shoreline filled in the late 1800s and the area southwest of the historic shoreline filled in the early 1900s. Based on explorations, the fill thicknesses generally range from ten to 25 feet southwest of the historic shoreline and five to 52 feet east of the historic shoreline. Most of the fill appears to have been derived from cut into the western portions of the site where a previous hillside was lowered to construct buildings and other improvements. Review of previous explorations within the Switchyard and General Construction area show fill thicknesses ranging between one and six feet before encountering weathered Franciscan bedrock.

On the Bay side of the original shoreline, the fill is underlain by Young Bay Mud varying to depths of 30 to 77 feet within the most current explorations. Previous subsurface explorations indicate the presence of irregular Young Bay Mud thicknesses that were likely caused by rotational slumps / mudwaves that occurred due to rapid filling over the Young Bay Mud.

The approximate depth to bedrock at the site is mapped as varying between approximately 50 to 100 feet below existing grade along the eastern limits of the project. The bedrock comprises Jurassic-age Franciscan, with serpentinite mapped as the predominant rock type. Bedrock exposures can be found at the western portion of the project.

6.2 Existing Site Geotechnical Constraints

6.2.1 Liquefaction

Soil liquefaction results from loss of strength during cyclic loading, such as imposed by earthquakes. The soil most susceptible to liquefaction is clean, loose, saturated, uniformly graded fine sand below the groundwater table. Empirical evidence indicates that loose silty sand is also potentially liquefiable. When seismic ground shaking occurs, the soil is subjected to cyclic shear stresses that can cause excess hydrostatic pressures to develop. If excess hydrostatic pressures exceed the effective confining stress from the overlying soil, the sand may undergo deformation. If the sand undergoes virtually unlimited deformation without developing significant resistance, it is said to have liquefied, and if the sand consolidates or vents to the surface during and following liquefaction, ground settlement and surface deformation may occur. In some cases, settlements of approximately 2% to 3% of the thickness of the liquefiable layer have been measured.

Based on the results of the liquefaction analysis performed within the fill, it is estimated that site could experience up to 6 inches of liquefaction-induced settlement within the artificial fill material at the site. However, due to the variable thickness and composition of the fill, the differential could be rather large across the fill area.

6.2.2 Slope Stability

Due to the presence of liquefiable artificial fill over soft Young Bay Mud below the site, deformation of the shoreline could occur as a result of seismic loads consistent with the building code Maximum Considered Earthquake as well as lower levels of earth shaking. The deformation could take place as either lateral spreading due to the presence of a free face and loss of shear strength within the artificial fill following liquefaction and / or as a deeper shear failure within the Young Bay Mud.

Based on the results of the slope stability analysis, it is estimated that theoretical seismically induced permanent displacements could be on the order of 2 to 4 feet if geotechnical corrective measures are not taken.

6.2.3 Existing Fill and Soft / Compressible Soil

Review of the site history and previous explorations indicate the site is underlain by significant thicknesses of non-engineered fill and Young Bay Mud. Non-engineered fill and Young Bay Mud can undergo excessive vertical settlement, especially under new fill or building loads.

Because of the age of the fill, it was likely not engineered to the current standards for a site of this type. Further, it is anticipated that Young Bay Mud is normally consolidated due to historic filling activities at the site. Non-engineered fill and Young Bay Mud can undergo excessive settlement, especially under new fill or building loads.

6.3 Geotechnical Corrective Measures

6.3.1 Grading Considerations

The eastern portion of the proposed development will be elevated to provide built-in protection from potential future sea level rise.

Due to the project being underlain by Franciscan bedrock, this Project will be required to follow the rules and regulations outlined in the Asbestos Airborne Toxic Control Measure ("ATCM") for Construction, Grading, Quarrying and Surface Mining Operations established by the Bay Area Air Quality Management District ("BAAQMD") under California Code of Regulations, Title 17, Section 93015. The purpose of this regulation is to reduce public exposure to NOA from construction and mining activities that emit dust, which may contain naturally occurring asbestos (NOA). The ATCM requires regulated operations engaged in road construction and maintenance activities, construction and grading operations, and quarrying and surface mining operations in areas where NOA is likely to be found, to employ the best available dust mitigation measures in order to reduce and control dust emissions.

As part of compliance with the ATCM, an Asbestos Dust Mitigation Plan ("ADMP") should be prepared by a qualified representative for approval by the BAAQMD and for inclusion in the contract documents. Dust monitoring during ground disturbing activities may be required.

6.3.2 Soil Surcharging with Wick Drains

Where there are not conflicts with existing adjacent improvements or structures that will remain, surcharging with wick drains is likely the preferred method of mitigation of static settlement hazards, including differential settlement, from consolidation of compressible deposits. This mitigation method is appropriate for lightly loaded structures, structures with significant excavation depths, and areas that will have future grades raised (including designated utility corridors).

Wick drains are installed in soft/compressible soil to accelerate drainage during surcharge programs. The prefabricated drains create pathways for water to be pushed out of soft / compressible soils and are installed by attaching the drains to an anchor plate and pushing the anchor plate to specified depths. Due to the rocky nature of the fill, some predrilling of the wick drains may be necessary. A surcharge fill is then applied over the area of installed drains, and surface settlements and pore pressures within the soft / compressible material are monitored before additional soil surcharge is placed.

Mitigation against bearing failure as a result of rapid surcharging includes using staged surcharging so that the height of surcharge placed at one time is not high enough to cause ground failure, monitoring surface settlements, and pore pressures within the soft/compressible layer. Depending on the height of surcharge required, staged fill placement may be necessary.

6.3.3 Lightweight Fill

An alternative mitigation option for static settlement hazards, including differential settlement, from consolidation of compressible deposits at the site includes removal of existing fill and replacement with lightweight fill. This mitigation method may also be applied for lightly loaded structures, structures with significant excavation depths, and areas that will have future grades raised (including designated utility corridors).

The lightweight fill may be permeable or impermeable cellular concrete. Due to the voids in the permeable cellular concrete, buoyancy is not an issue, so the cellular concrete can be placed below future groundwater level without designing for uplift. The thickness of lightweight fill used should be determined based on two times the thickness of Young Bay Mud excavated but no less than a minimum thickness of 5 feet in locations where the Young Bay Mad is encountered. Neither permeable nor impermeable cellular concrete can be placed below water, so if the base of the cellular concrete must be below groundwater level, the excavation will need to be dewatered until some point after the material cures. The required minimum thickness will need to be determined depending on the documented unit weight of material as verified by the Geotechnical Engineer during construction.

Lightweight fill is not currently allowed within the public right-of-way per the Subdivision Regulations. However, lightweight fill is proposed within the 23rd Street public right-of-way to protect settlement of the existing high voltage lines. The use of lightweight fill must be approved by the DPW and SFPUC no later than the approval of the Master Tentative Map. The approval of use of lightweight fill in the public right-of-way may include necessary conditions and mitigations, including long term liability, maintenance and design oversight.

6.3.4 Deep Soil Mixing

Below-grade shoreline stabilization with a Deep Soil Mix (“DSM”) buttress would address potential lateral spreading as well as potential seismic slope deformation; in our experience this approach is the most economically feasible alternative to achieve the desired performance though other methodologies capable of achieving appropriate performance will be evaluated at the design phase. DSM mixes soil, cement and water to create individual or overlapping columns of cement-treated soil with specified strengths and stiffness. A mixing rig with either single or multiple mixing augers is advanced to specified depths, and the cement and water are added during initial auger advancement, and also during auger withdrawal.

Current environmental mitigation at the site includes large-diameter DSM mixing that extends through the fill to encapsulate contaminants and make them immobile. The necessary depth for shoreline stabilization is significantly greater than the depth of the environmental DSM mixing, therefore the environmental DSM mixing will not assist in shoreline stabilization. While it is likely DSM can be performed through the environmental soil mixing, a large amount of spoils will likely be generated and bench testing by the environmental consultant may be necessary to determine on-site reusability.

6.3.5 Deep and Intermediate Foundations

To address liquefaction in a seismic event and static settlement hazards for moderately to heavily loaded structures, structures in the vicinity or outside of the historic 1851 shoreline will likely be founded on deep or intermediate foundation systems. Deep foundations will likely comprise steel pipe-piles driven to bedrock refusal, while intermediate foundations may comprise spread footings or a structural mat foundation in conjunction with improved soil. Deep foundations would utilize a refusal or driven length criteria. If a driven length criterion is chosen, a load testing program would typically be performed to confirm load capacities. Due to the nature of the rocky fill, some amount of predrilling may be necessary prior to driving piles.

Improved soil for intermediate foundations would likely utilize vibro-compaction or vibro-replacement methods. Vibro-compaction improves the soil in-situ by lowering a crane-mounted vibrator to specified depths. The vibrator densifies the surrounding soil in lifts, and clean sand backfill is added at the ground surface to compensate for the decrease in soil volume from the densification process.

Vibro-replacement uses similar equipment to vibro-compaction activities and comprises construction of dense stone columns. A vibrator is lowered to a specified depth, and aggregate is introduced through an annular space around the vibrator. The vibrator is raised as more aggregate is introduced, and the end result is a stone column surrounded by densified soil. Due to the nature of the rocky fill, some amount of predrilling may be necessary prior to vibro-replacement or vibro-compaction.

6.4 Phases of Geotechnical Corrective Measures

The geotechnical corrective measures will be completed in phases to facilitate the proposed development. It is anticipated that the majority of the geotechnical corrective measures will be completed in conjunction with the demolition and mass grading operations, Phase 0.

Any proposed geotechnical corrective measures within the public rights-of-ways will require review and approval from the Department of Public Works.

6.5 Schedule for Additional Geotechnical Studies

Supplemental geotechnical studies and reports will be prepared as required to support the proposed public improvements. In addition, geotechnical reports for private building parcels will be prepared and submitted as part of the building permit process.

7 SITE GRADING

7.1 Existing Site Conditions

The existing topography of the Project Site is primarily gently sloped downward from the west to the east, towards the waterfront. There is an existing high point in Humboldt Street along the north side of the Station A building. The areas west of this high point slope to the west, towards Illinois Street, whereas the remainder of the site slopes to the east, towards the Bay. The existing elevations within the Project Site range from 44.5 feet at the Humboldt Street high point to 9.5 feet along portions of the waterfront ("SFVD13 Datum"). There is an existing grade differential to the existing elevations of the adjacent Pier 70 site, up to approximately 12 feet, along the eastern half of the Project northern boundary. The existing elevations of 23rd Street range from 22.5 at a high point located near the PG&E Substation to 11.5 at the eastern extent of the private portion of the street.

The Project Site has almost no vegetation. There are no significant landscape elements or street trees, except the existing street trees on the east side of Illinois Street along the Project frontage. The site has effectively 100% impervious coverage. See Figure 7.1 depicting the existing site topography.

7.2 Proposed Project Grading Overview

The Developer will be responsible for the design and construction of the proposed site grading. The proposed site grading is depicted on Figure 7.2. The proposed site grading includes raising elevations along the waterfront to approximately elevation 17.5 ("SFVD13"), providing protection from over 5 feet of sea level rise plus the 100-Year BFE.

The proposed grading will maintain the existing drainage patterns. The site grading will be configured to provide a physical delineation with high point separating the portions of the Project within the combined sewer watershed (western) and the portions draining to the Bay (eastern). This provides protection from potential overflows from the combined sewer system discharging to the Bay.

Paths of overland release have been integrated to the site grading to ensure storm flows from an extreme storm (i.e. 100-year event) will flow overland and discharge without causing impacts to buildings.

The areas west of the Humboldt Street high point, located at directly east of the intersection with Georgia Street, will have overland release and drain towards Illinois Street. The small portions of Georgia Street, north of Craig Lane, and Block 14 will overland release towards 22nd Street and through Pier 70. The portion of 23rd Street west of Station A will overland release towards Illinois Street. The remainder of the site will overland release over the curbs and open spaces along the Project shoreline and Bay. Figures 7.3 and 7.4 depicts the proposed watersheds and paths of overland release within the Project.

The proposed site grading will establish minimum elevations along the shoreline of 17.5 and then increase in elevation as the Project extends to the west.

The proposed improvements within 23rd Street, specifically the eastern portions will be elevated to provide a minimum elevation of 17.5. The project will construct pavement conforms and retaining walls as necessary to address the grade differential between the proposed improvements and the existing elevations of the loading docks associated with the neighboring buildings on the south side of 23rd Street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks.

The high point of Humboldt Street will be lowered approximately eight feet and shifted westerly. This improves site accessibility along Humboldt Street and views to the Bay through the Project.

The existing elevation of the Stack and Unit 3 is approximately 14, which will be maintained. The elevations of the surrounding improvements will conform to this localized low point.

The grade differential along the northern property line will be coordinated with the development of the Pier 70 site. Pier 70 proposes to raise elevations along this common property line. The site grading has been coordinated to match the elevations proposed by Pier 70 along this common property line. See Figure 7.5 depicting the proposed cross sections at the project extents.

7.3 Elevation and Grading Design Criteria

The minimum elevations for the Project are established as the FEMA 100-year BFE plus 5.5 feet, providing built-in protection from sea level rise.

7.3.1 Base Flood Elevations (BFE)

The 100-Year BFE at the site is based upon FEMA's San Francisco Bay Area Coastal Study. This study analyzed extreme tidal data, completed regional hydrodynamic and wave modeling of the Bay and onshore coastal analysis to estimate wave run up, overtopping and propagation to establish the 100-Year BFE throughout the waterfront of the Bay. The preliminary FEMA flood designation map (Map No. 0602980119A) indicates that the 100-year BFE within the Project range from elevations 11-12 feet. See Figure 7.6 depicting the FEMA flood map for the Project. Coastal flood elevations are dependent on the shoreline geometry. The final shoreline improvements and associated geometry will be evaluated by the Project shoreline engineer to confirm the project minimum elevations conform to FEMA's requirements.

7.3.2 Sea Level Rise

The Project will be designed to accommodate future sea level rise. More detailed discussion of the Project's protection strategy from future sea level rise is in Section 5 and the storm drain system sea level rise performance criteria in Section 15. The design criteria for the site grading include built-in accommodation for up to 5.5 feet of sea level rise above the BFE. This has been conservatively selected from the best available scientific modeling and forecasts available.

7.3.3 Long Term Settlement

Geotechnical corrective measures, described in Section 6, will be implemented to minimize long term settlement within the Project. The corrective measures will address long term settlement associated with potential liquefaction and the compressible Young Bay Mud underlying soils. The site grading will accommodate any minimal amounts of residual long-term settlement anticipated due to secondary compression of the underlying soils.

7.3.4 Design Elevations

The design minimum elevations for the proposed streets, open space and park areas within the Project are established as the BFE plus 5.5 feet, elevation 17.5. The design minimum elevation for proposed buildings are established as BFE plus 5.5 feet of sea level rise plus 1 foot of freeboard, elevation 18.5. The elevation of the areas of adaptively reused structures. The Stack and Unit 3 will remain at the existing elevation of 14. The elevation of Station A, if reused, will have a lowest ground floor elevation of 22.

7.4 Site Grading Design

The proposed site grading is depicted on Figure 7.2. The specific grading requirements for each component of the project are as follows:

7.4.1 Proposed Building Areas

The minimum elevations of the proposed first floor elevations and proposed below grade garage entrances will be established as the BFE plus 5.5 feet of sea level rise and 1-foot of freeboard elevation 18.5. The building first floor elevations will be set to provide accessible entrances to the surrounding streets.

7.4.2 The Stack, Unit 3 and Station A

The existing elevations of the Stack and Unit 3 are approximately 14. This elevation is proposed to be maintained as part of the adaptive reuse of these structures. The areas surrounding the Stack and Unit 3 will need to conform to this lower elevation with either slopes or retaining walls. The drainage system of this localized low point will be designed to address sea level rise in excess of 24 inches, including a pump station and tidal backflow protection measures.

If Unit 3 is determined to not be feasible to adaptively reuse, this area will be raised to the minimum elevations as outlined for new buildings (minimum elevation 18.5) or open space (minimum elevation 17.5).

The existing Station A structure has multiple floor levels that address the varying ground elevations around the perimeter of this building. The ground elevations around the perimeter of the Station A structure range from elevation 22 to elevation 32. The elevation of Station A, if reused, will have a lowest ground floor elevation of 22.

7.4.3 Proposed Street Areas

The minimum elevations of the proposed public streets and private alleyways will be established as the BFE plus 5.5 feet of sea level rise, elevation 17.5. The existing elevations of the eastern extent of 23rd Street will be raised to elevation 17.5. Pavement transition conforms and retaining walls will be constructed by the Developer to address conforms to the existing elevations of the loading docks and buildings on the south side of 23rd Street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks.

The proposed street and open space elevations will maintain overland release to the Bay. The portions of the site within the western watershed will overland to Illinois, 22nd and 23rd Streets, which eventually overland release to the Bay through 22nd Street and 23rd Street. The remainder of the Project within the eastern watershed will overland to the Bay through the project streets and open space areas. The streets will maintain a minimum effective slope of 0.3% directing overland flows to the Bay. Localized low points must have a down stream release elevation that prevents overtopping of the curb in the 100-year design storm. Where the public streets connect park and open space at the Stack Plaza and Humboldt Plaza, the City may consider an overland release design which takes into consideration the hydraulics, fine grading, accessibility design and public safety.

There may be some localized low points in the streets. The streets must contain storm runoff from a 100-year design storm during a 100-year tidal event below the street top of curb elevations.

7.4.4 Open Space and Park Areas

The minimum elevations of the proposed open space, park, Blue Greenway and waterfront areas, except for these areas directly adjacent to the Stack and Unit 3, will be established as the BFE plus 5.5 feet of sea level rise. The waterfront areas will conform to the proposed elevations of the proposed improvements to the north within Pier 70. The shoreline areas east of the Blue Greenway will be designed for safe public access to the Bay at certain locations.

7.4.5 Basement Excavations

The buildings may include 1-level of below grade basement parking. The excavations of the basements will be completed with the building construction. The building will be required to apply and obtain a dewatering permit from the City if the basement excavation requires dewatering.

7.5 Proposed Site Grading Along Boundary

The proposed site grading will conform to the existing elevations to remain at the project limits. Elevation differences at the project limits may be accommodated by either earthen slopes or retaining walls. The proposed elevations on the west boundary of the project will conform to the existing elevations of Illinois Street and the PG&E southern switchyard. The proposed elevations along the northern boundary of the project will conform to the proposed elevations of 22nd Street and Craig Lane. This will be coordinated with Pier 70's final design of the 22nd Street improvements and the buildings just north of Craig Lane. The proposed elevations of eastern extents of 23rd Street will require pavement transitions to conform from the proposed elevations

of 23rd Street to the existing elevations of the loading docks and buildings on the south side of the street. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street prior to the existing loading docks. See the proposed grading sections of each of these conditions on Figure 7.5.

7.6 Earthwork Quantities

The estimated earthwork associated with the site grading is summarized in Table 7.1.

Table 7.1 Earthwork Quantities

	Cut (cy)	Fill (cy)	Net (cy)
Phase 1	96,000	16,000	80,000
Phase 2	66,000	500	65,500
Phase 3	51,000	4,000	47,000
Phase 4	61,000	500	60,500
Phase 5	94,000	0	94,000
Phase 6	26,000	0	26,000
Phase 7	60,000	0	60,000
Total	**454,000**	**21,000**	**433,000**

7.7 Phases of Site Earthwork

The site grading will occur in phases as necessary to implement the specific proposed Development Phase and consistent with the Project Phasing Plan. The limits and quantity of site grading will be minimized to the extent practical for each Development Phase. The proposed site grades will conform to the existing adjacent grades as close to the perimeter of that Development Phase area as possible. Interim grading will be completed and maintained as necessary to support existing facilities and improvements impacted by the proposed Development Phases.

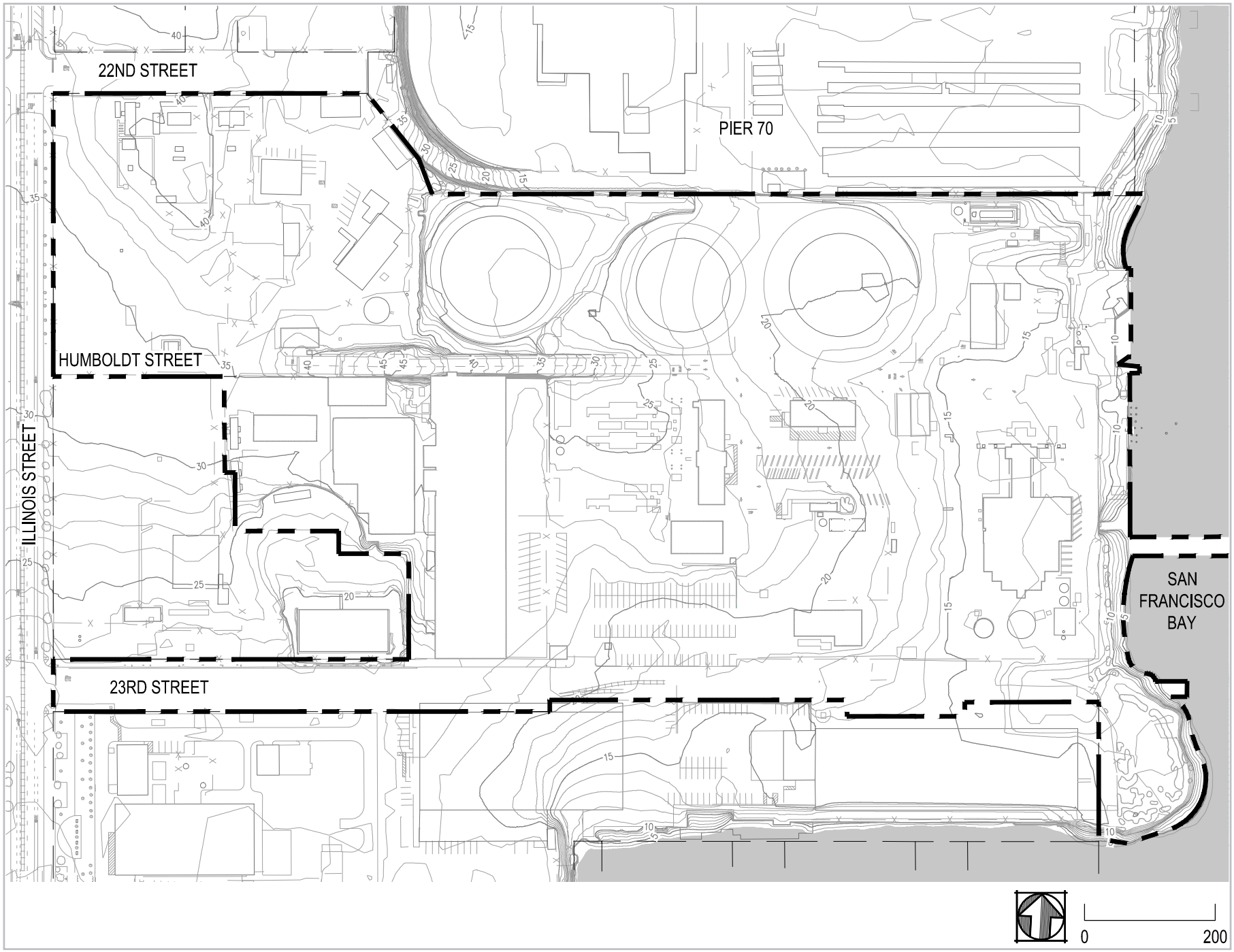


Figure 7.1 Existing Site Topography

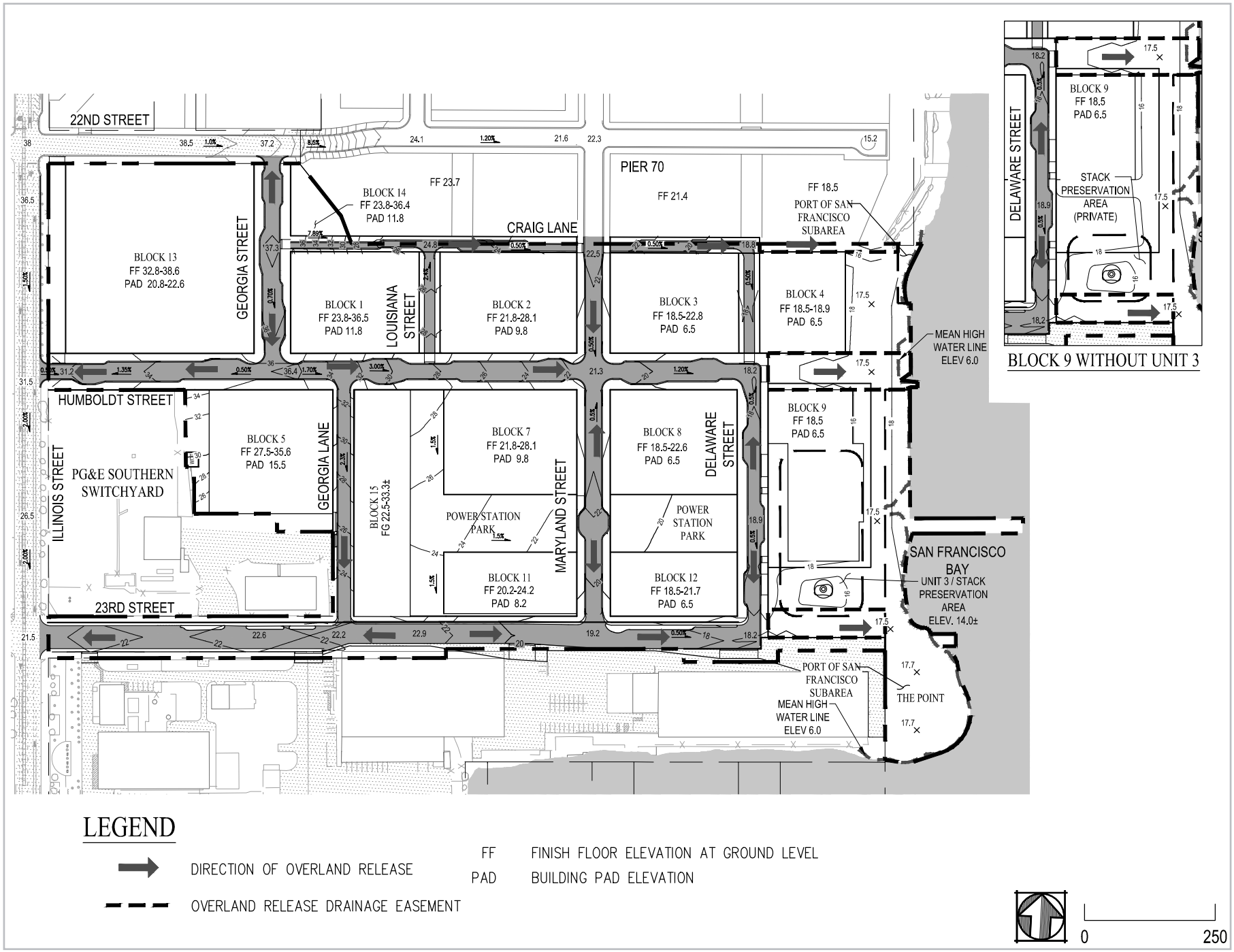


Figure 7.2 Proposed Site Grading

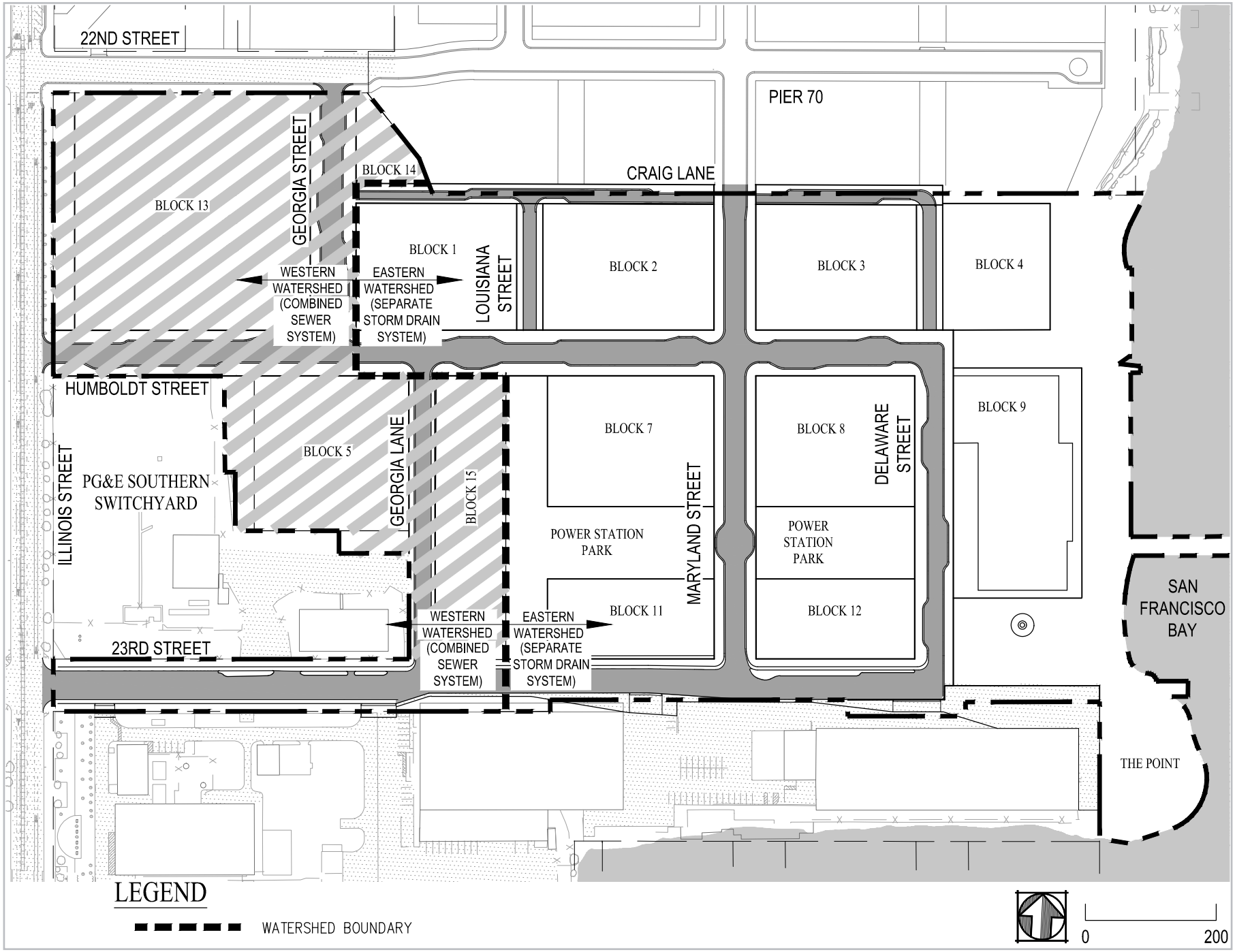


Figure 7.3 Proposed Watersheds

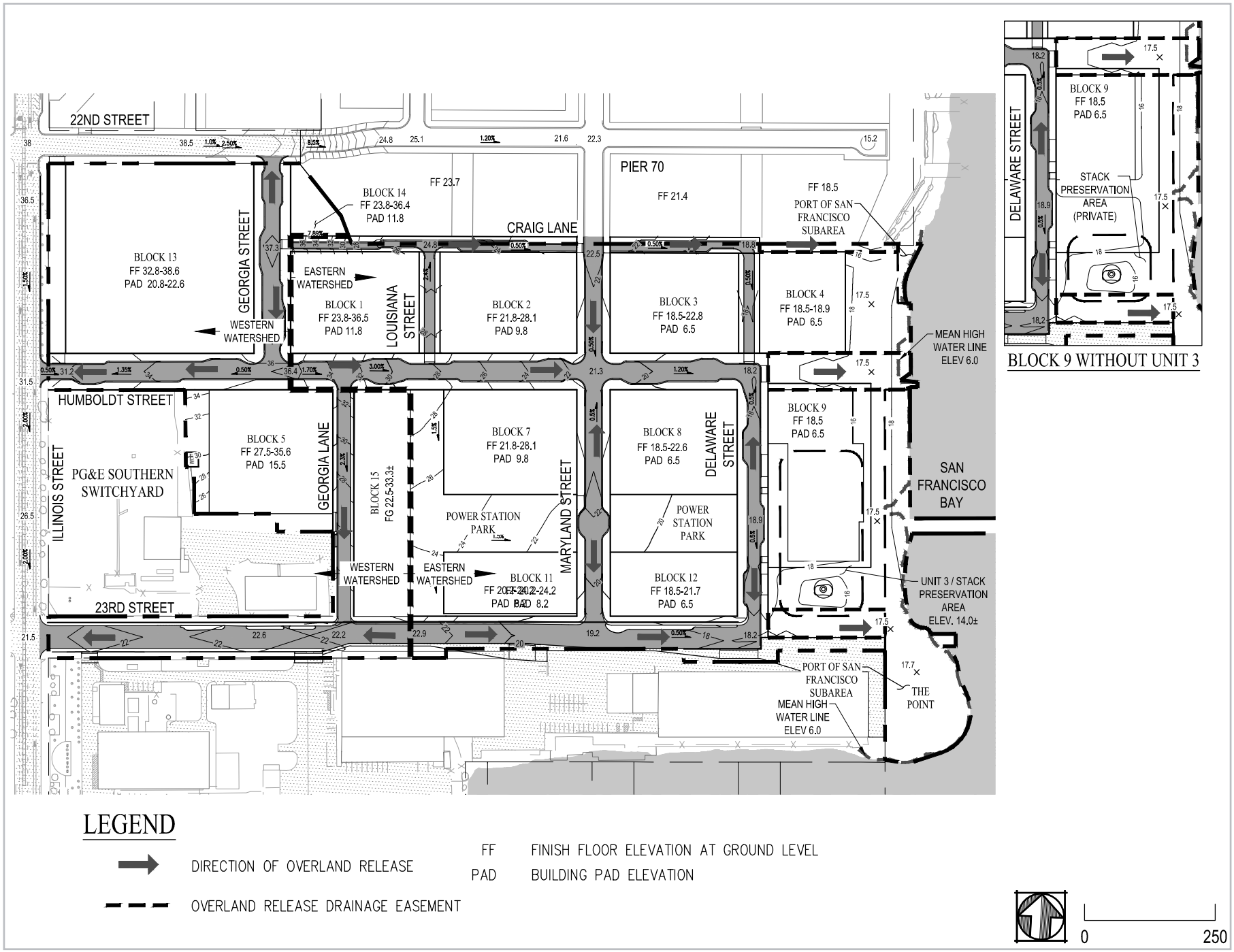


Figure 7.4 Proposed Overland Release

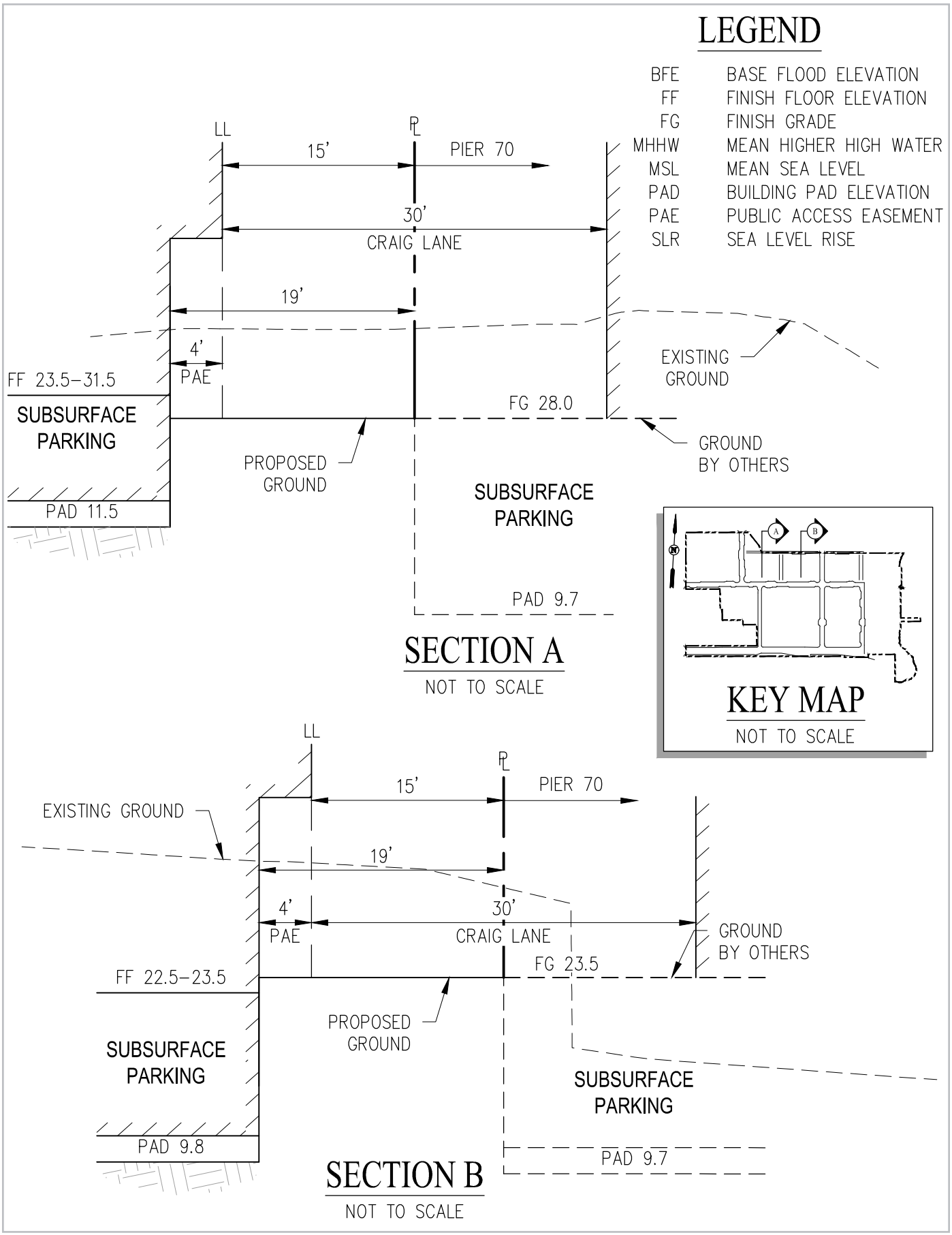


Figure 7.5 Grading Cross Sections at Project Boundaries - Section A & B

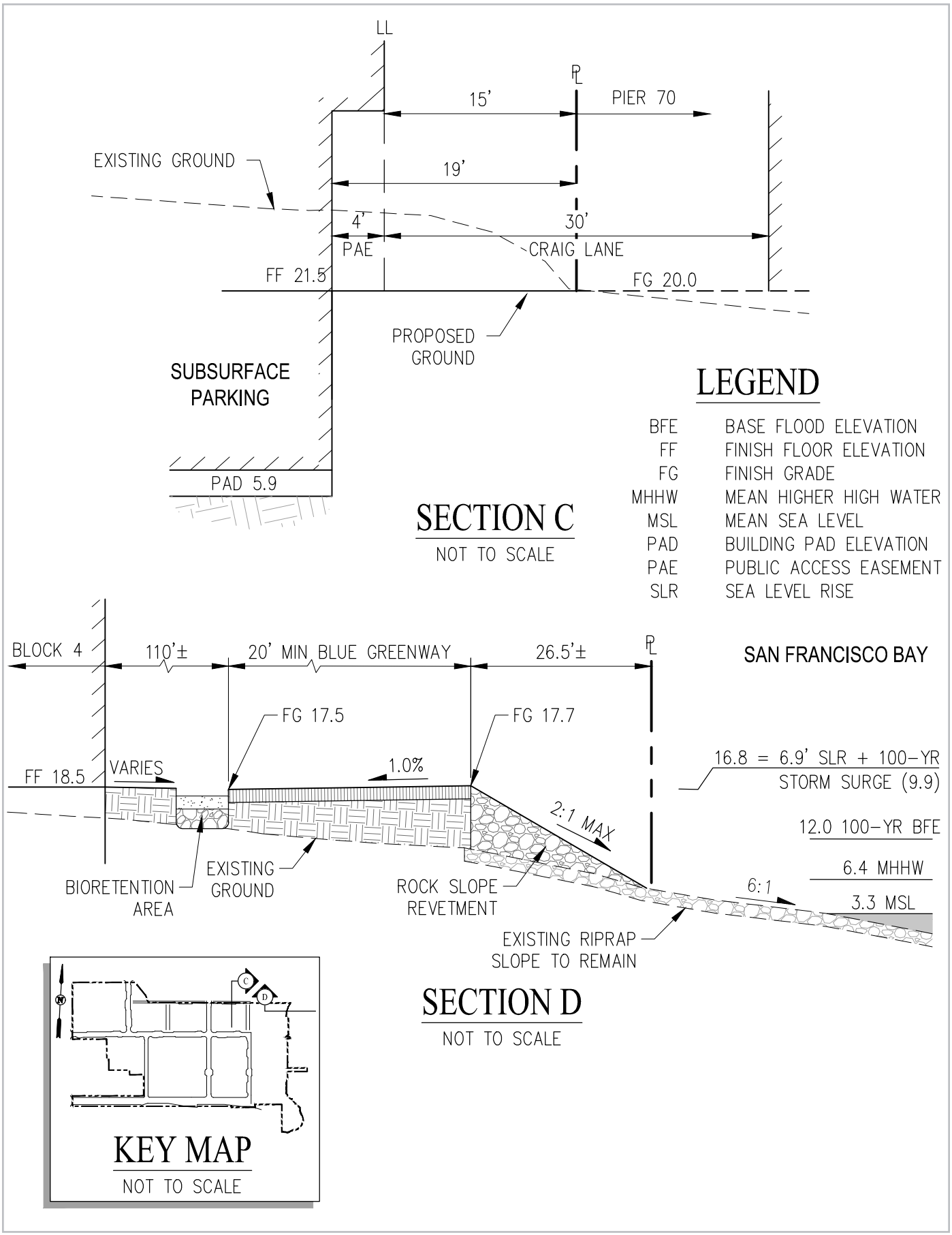


Figure 7.5 Grading Cross Sections at Project Boundaries - Section C & D

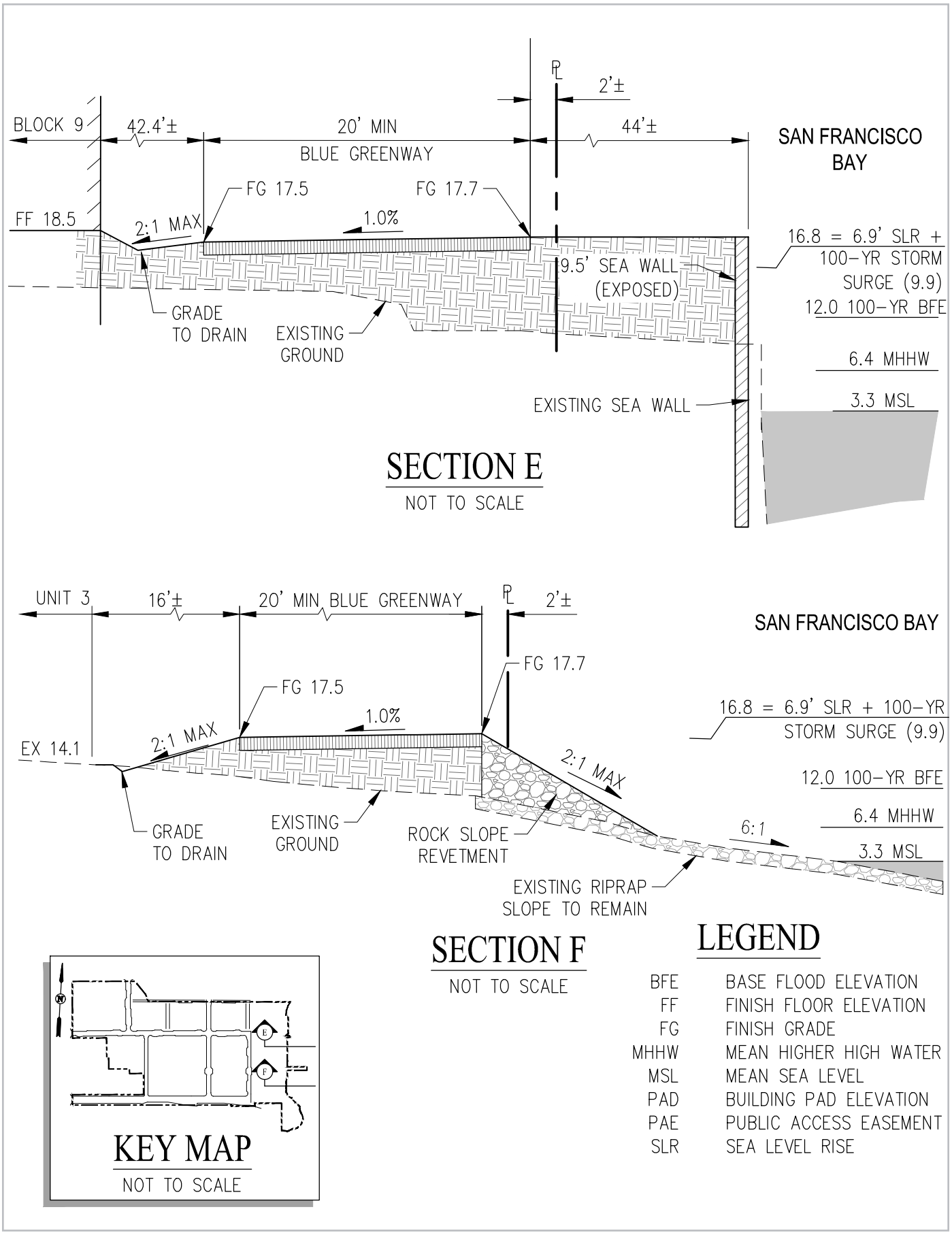
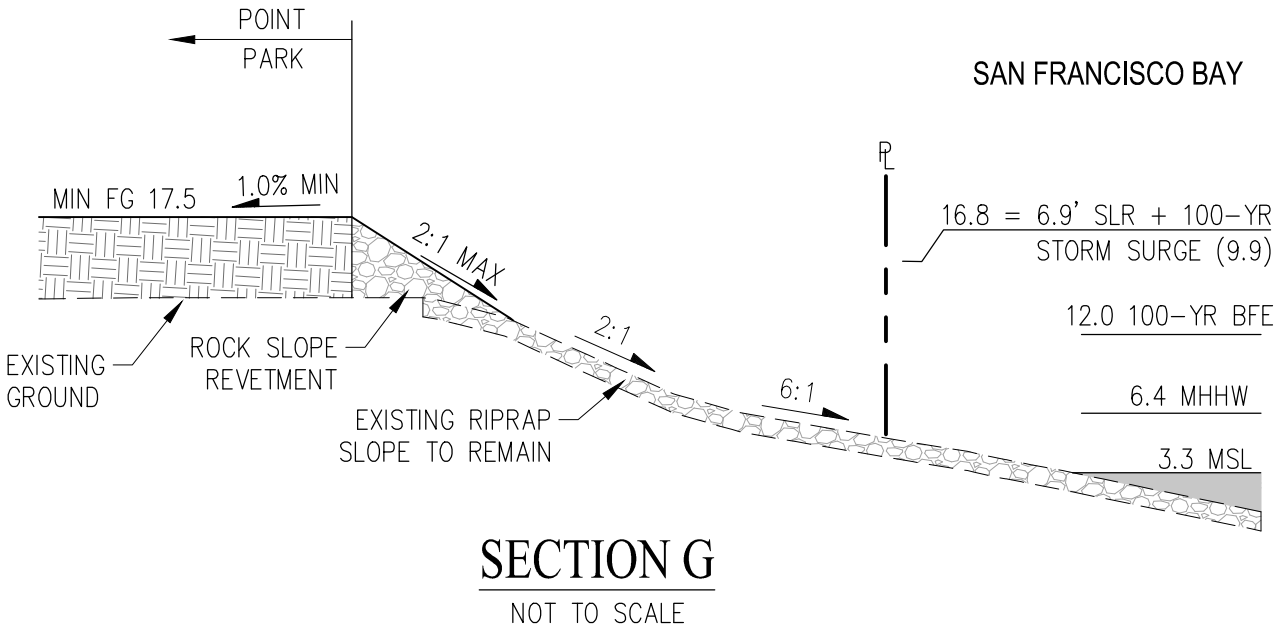
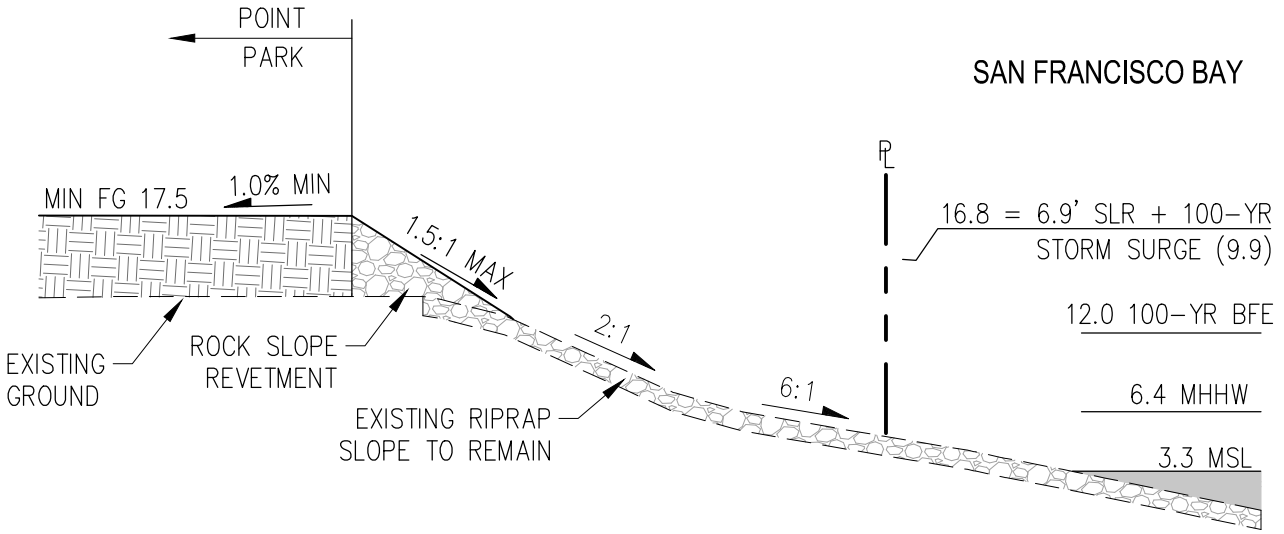


Figure 7.5 Grading Cross Sections at Project Boundaries - Section E & F



SECTION G

NOT TO SCALE

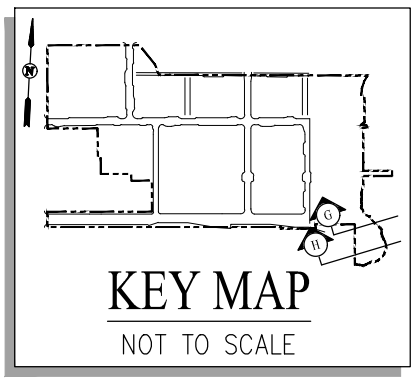


SECTION H

NOT TO SCALE

LEGEND

BFE	BASE FLOOD ELEVATION
FF	FINISH FLOOR ELEVATION
FG	FINISH GRADE
MHHW	MEAN HIGHER HIGH WATER
MSL	MEAN SEA LEVEL
PAD	BUILDING PAD ELEVATION
PAE	PUBLIC ACCESS EASEMENT
SLR	SEA LEVEL RISE



KEY MAP

NOT TO SCALE

Figure 7.5 Grading Cross Sections at Project Boundaries - Section G & H

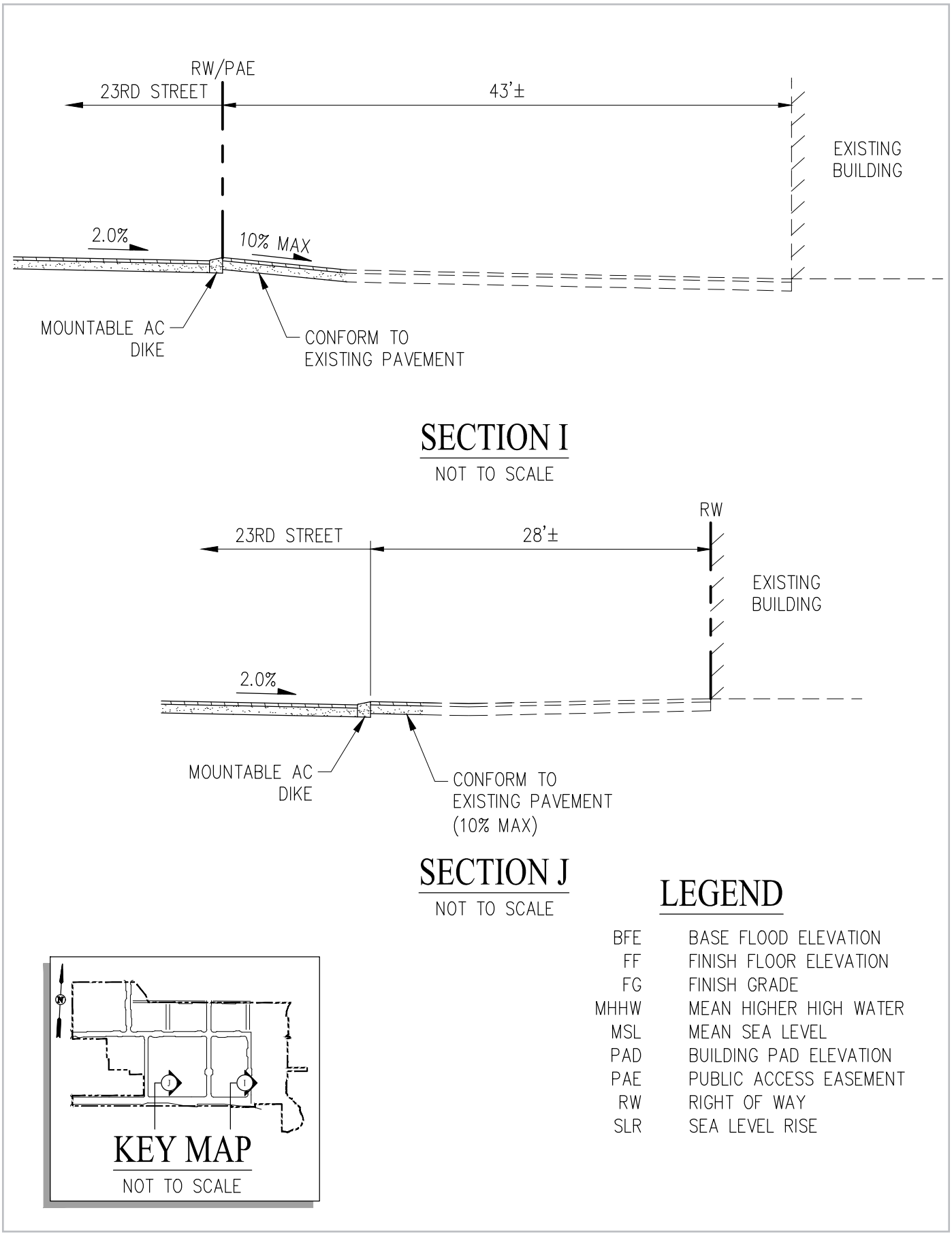


Figure 7.5 Grading Cross Sections at Project Boundaries - Section I & J

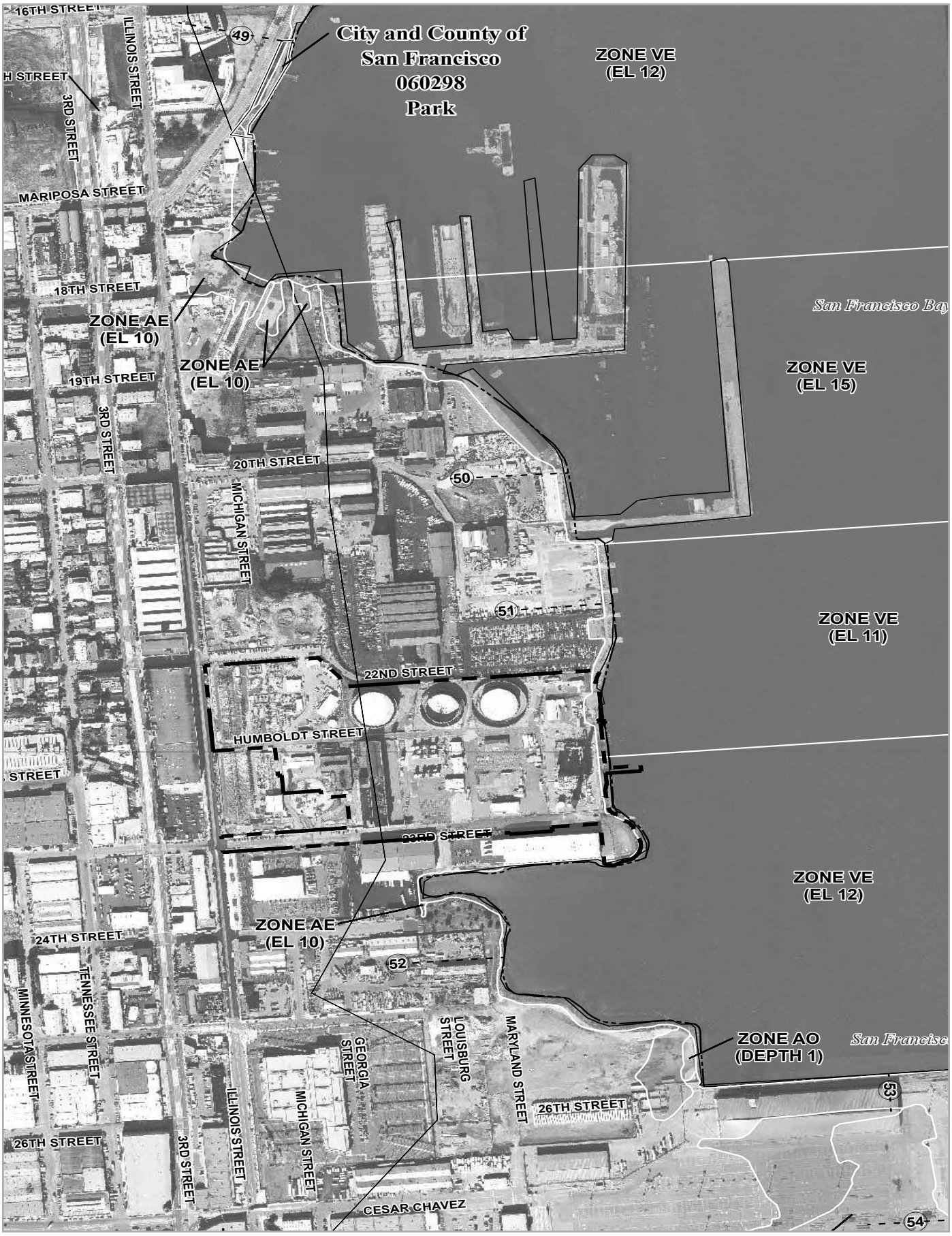


Figure 7.6 FEMA Flood Map

8 STREET AND TRANSPORTATION SYSTEMS

The Project is designed to be an extension of the surrounding street grid framework creating a unified neighborhood and providing additional access routes from the Dogpatch to the Bay. The proposed street framework will be walkable, with blocks and buildings creating urban spaces at the human scale. The proposed street system within the Project is intended to serve local access at low speeds (25 mph) establishing an accessible neighborhood that prioritizes walking, biking and transit.

8.1 Proposed Street System

8.1.1 Public Streets

The Developer will be responsible for the design and construction of the proposed public streets within the Project. The primary framework of the proposed street grid will be public streets. The proposed public streets include Humboldt Street, Georgia Lane and Street, Maryland Street and Delaware Street between Humboldt Street and 23rd Street. All proposed public streets will be two-way, with a single lane of travel in each direction. The proposed public streets would provide the primary access for emergency and fire vehicles to the proposed buildings. The street network is designed consistent with the City of San Francisco's Better Streets Plan standards. See Figure 8.1 depicting the proposed street framework and locations of public streets.

See Table 8.1 outlining the proposed public street widths and components for each street segment. Also, see Figure 10.2 depicting the proposed utility configurations relative to each proposed street section.

8.1.2 23rd Street

23rd Street is a critical east / west gateway to the Project. The Project proposes to reconstruct the existing improvements to provide an inviting and safe corridor for bicycles, pedestrians and transit while allowing for the adjacent existing uses to maintain usability of this street. The existing adjacent uses include PG&E and other large electrical facilities along the western half of 23rd Street, as well as PDR uses with loading docks along the south side as 23rd extends to the east. The proposed improvements for 23rd Street include constructing sidewalks on the north side and portion of the south side, a parking protected bicycle lane on the north side and a parking protected bicycle lane on the south side that transitions to a Class II bicycle lane as it heads to the east. The improvements along the south side of the street will conform to and allow the existing loading docks to remain operable.

The proposed 23rd Street improvements will provide a connection from the surrounding neighborhoods to the Project, the Bay and the Blue Greenway, a continuous path envisioned to extend 13 miles along the southeastern waterfront of San Francisco.

The existing ownership of 23rd Street within the Project varies. The western half of 23rd Street is existing public right-of-way. The eastern half is a private street encumbered with access easements in favor of the properties to the south. Except for the addition of curbs to direct stormwater, the street design maintains the existing configuration of loading docks on the south side of the street. Pedestrians are directed to the sidewalk on the north side of the street, across from loading activities. The street is intended to be constructed to public street standards and is proposed to be a public street with Department of Public Works approval.

If the eastern half of 23rd Street remains as a private street, some of the public utility systems would be re-routed to not occupy this private street. See Section 18 providing a description of this scenario and the associated adjustments to the utility system configurations. See Table 8.1 outlining the proposed street widths and components for the various segments of 23rd Street.

8.1.3 Illinois Street

The Project proposes to complete certain pedestrian and traffic improvements on Illinois Street. These improvements will facilitate safe access into the Project and include crosswalks and accessible ramps. Traffic signals will be installed at the Illinois / 23rd Street and Illinois / Humboldt Street intersections.

Additionally, the Project will reconstruct the sidewalk along the east side of Illinois Street from Humboldt Street to 22nd Street improving the pedestrian experience and aesthetics of the Illinois Street corridor along the Project frontage. The existing street trees in this area will be removed and replaced.

8.1.4 Private Alleys

The proposed street system includes private alleys. These private alleys include Craig Lane, Louisiana Street and the portion of Delaware Street north of Humboldt Street. Louisiana and Delaware Streets will be designed to reduce vehicle speeds and be shared by pedestrian, bicycle and vehicle traffic. The alleys will be designed for 2-way travel, with the exception of Craig Lane which will be one-way travel from east to west. See Table 8.1 outlining the widths and components of the private alleys.

Table 8.1 Street and Alley Dimensions

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
Public Streets			
Maryland Street North of Humboldt Street (D4D Figure 5.17.5)	Developer	64’	West R/W – 15’ SW/6’ B/11’ TL/11’ TL/6’ B/ 15’ SW – East R/W
Maryland Street South of Humboldt (D4D Figure 5.17.2 & 5.17.4)	Developer	64’	West R/W – 15’ SW/6’ B/11’ TL/ 11’ TL/6’ B/15’ SW – East R/W (1)
Maryland Street at Power Station Park (D4D Figure 5.17.3)	Developer	64’ R/W + 16’ PAE	8’ PAE & SW – West R/W – 2’ SW/13’ P/6’ B/11’ TL/ 11’ TL/6’ B/13’ P/2’ SW – East R/W – 8’ PAE & SW (1)
Delaware Street – Power Station Park to 23rd Street	Developer	59’	West R/W – 19’ SW*/ 13’ TL / 13’ TL / 14’ SW – East R/W (*Sidewalk width may vary for parking bays)
Delaware Street at Shuttle Stop (D4D Figure 5.21.3)	Developer	59’	West R/W – 10’ SW / 10’ BS / 13’ TL / 12’ TL / 14’ SW – East R/W
Delaware Street – Humboldt Street to Power Station Park (D4D Figure 5.21.2)	Developer	59’	West R/W – 19’ SW / 14’ TL / 12’ TL / 14’ SW – East R/W
Delaware Street at Power Station Park (D4D Figure 5.21.4)	Developer	59’	West R/W – 19’ SW/13’ TL/12’ TL/8’ P/7’ SW – East R/W – 42’ Plaza
Georgia Street (D4D Figure 5.19.2)	Developer	70’	West R/W – 15’ SW*/ 8’ P/ 12’ TL/ 12’ TL/ 8’ P/ 15’ SW* – East R/W (*Sidewalk width may vary for AP bays)
Georgia Lane (with Station A) (D4D Figure 5.20.2 & 5.20.3)	Developer	40’	West R/W – 8’ SW/ 10’ TL/ 10’ TL/ 6’ B/ 5.5’ SW / 0.5’ BE – East R/W
Georgia Lane (without Station A) (D4D Figure 5.20.4 & 5.20.5)	Developer	40’ R/W + 3’ PAE	West R/W – 8’ SW / 10’ TL / 10’ TL / 6’ B / 6’ SW – East R/W – 3’ PAE & SW
Humboldt Street (D4D Figure 5.18.2)	Developer	70’	North R/W – 15’ SW*/ 8’ P/ 12’ TL/12’ TL/ 8’ P/ 15’ SW* – South R/W (*Sidewalk width may vary for AP bays)

Table 8.1 Street and Alley Dimensions *(Continued)*

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
23rd Street – Illinois Street to PG&E Substation (D4D Figure 5.16.2)	Developer	80’	North R/W – 12’ SW/6’ B/4’ BF/8’ P/10’ TL/10’ TL/8’ P/4’ BF/6’ B/12’ SW – South R/W
23rd Street – PG&E Substation to Georgia Lane (D4D Figure 5.16.3)	Developer	80’	North R/W – 12’ SW/ 7’ B/ 6’ RB/12’ TL/ 13’ TL/ 8’ P/ 4’ BF/ 6’ B/ 12’ SW – South R/W
23rd Street (with Station A) – Georgia Lane to Louisiana Paseo (D4D Figure 5.16.4)	Developer	80’	North R/W – 0.8’ BE / 9.2’ SW/5’ B/4’ BF/8’ P/ 10’ TL/10’ TL/ 5’ B/28’ L – South R/W
23rd Street (without Station A) – Georgia Lane to Louisiana Paseo (D4D Figure 5.16.5)	Developer	80’ R/W + 5’ PAE	5’ PAE & SW – North R/W – 10’ SW / 5’ B / 4’ BF / 8’ P / 10’ TL / 10’ TL / 5’ B / 28’ L – South R/W
23rd Street – Louisiana Paseo to Maryland Street (D4D Figure 5.16.6)	Developer	52’ R/W + 5’ PAE	5’ PAE & SW – North R/W – 10’ SW/5’ B/4’ BF/8’ P/10’ TL/10’ TL/5’ B – South R/W – 28’ L
23rd Street – Maryland Street to Delaware (with bus boarding) (D4D Figure 5.16.7)	Developer	62’	North R/W – 12’ SW/ 5’ B/ 9’ BI/11’ BS/ 10’ TL/ 10’ TL/ 5’ B – South R/W – 4’ F
23rd Street – Maryland Street to Delaware (without bus boarding) (D4D Figure 5.16.8)	Developer	62’	North R/W – 12’ SW/ 5’ B/ 4’ RB/ 5’ BF / 11’ BL / 10’ TL/ 10’ TL/ 5’ – South R/W – 44’ L
Illinois Street – Humboldt Street to 22nd Street (D4D Figure 5.25.1)	Developer (Remove and Replace East Sidewalk Zone Only)	80’	West R/W – 15’ SW / 9’P / 5’B / 11’ TL / 11’ TL / 5’ B / 9’ P / 15’ SW – East R/W – 33’ Plaza
22nd Street – Illinois Street to Georgia Street (D4D Figure 5.24.1)	Pier 70	66’	North R/W – 12’ SW / 5.5’ B / 11’ TL / 11’ TL / 5.5’ B / 9’ P / 12’ SW – South R/W

Table 8.1 Street and Alley Dimensions *(Continued)*

Street	Construction Responsibility	Right-of-Way and Public Access Area Width (feet)	Street Elements and Width (feet)
Private Streets			
Delaware Street – North of Humboldt Street (D4D Figure 5.21.6)	Developer	40’	West R/W – 7’ SW/ 3’ DW/ 10’ TL/10’ TL/ 3’ DW/ 7’ SW – East R/W
Craig Lane (Without Loading) (D4D Figure 5.23.2)	Developer	30’ R/W + 4’ PAE	North R/W – 7’ SW/ 4’ LS/ 14’ TL/ 4’ LS/ 1’ SW – South R/W – 4’ PAE & SW
Craig Lane (With Loading) (D4D Figure 5.23.3 & 5.23.4)	Developer	30’ R/W + 4’ PAE	North R/W – 7’ SW / 8’ P/ 14’ TL / 1’ SW– South R/W – 4’ PAE & SW
Louisiana Street (D4D Figure 5.22.2)	Developer	40’	West R/W – 7’ SW /3’ DW/10’ TL/10’ TL/3’ DW/7’ SW – East R/W

Abbreviations

ROW	Right-of-Way	BI	Bus Boarding Island
TL	Travel Lane	BL	Bus Lane
SW	Sidewalk	L	Loading
B	Bicycle Lane	E	Easement
P	Parking / Loading	BF	Striped Buffer
BS	Bus / Shuttle Stop	RB	Raised / Curbed Buffer
DW	Detectable Warning / Bollards	LS	Landscape
C	Curb	PAE	Sidewalk in Public Access Area
F	Furnishing	AP	Accessible Parking
RB	Raised Buffer	BE	Building Encroachment

Notes:

1. *The bike lane design for Maryland Street is tentative. The project will continue to work with the City towards a design of a separated bikeway within the 64’ right-of-way proposed on Maryland Street. Such a design change would be reviewed by the City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.*
2. *Additional building encroachments may be required for the preservation of Station A and will be determined with final design of Block 15.*

8.1.5 Bicycle Network

The proposed street grid will include a network of bicycle facilities providing connectivity to the existing and planned larger network of bicycle facilities within the vicinity of the Site. The project will construct the segment of the Blue Greenway along the Project waterfront providing a Class I bicycle facility along the Bay. The Project will also provide an important east / west linkage of bicycle facilities along 23rd Street from the waterfront to Illinois Street. The bicycle facilities within 23rd Street include a parking protected 5 to 7 foot wide westbound bicycle lane on the north side and a parking protected 5 foot wide bicycle lane that transitions (west to east) to a Class II bicycle lane along the south side of the street. Additionally, the proposed design for Maryland Street includes a north / south connection with 6 foot wide Class II bicycle lanes. The bike lane design for Maryland Street is tentative. The project will continue to work with the City towards a design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by the City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal. Georgia Lane also provides a north bound 6 feet Class II bicycle lane. All other public streets will include travel lanes with sharrow markings providing Class III bicycle facility linkages throughout the street network. The bicycle facilities will be designed to provide safe cycling through the Project. See Figure 8.2 depicting the proposed bicycle facilities.

8.1.6 Transit Access

The Project is located in close proximity to both regional and local public transit services. A planned Muni bus line route has been accommodated in the proposed street framework design. The planned Muni line, currently referred to as Dogpatch 55, will be routed through Maryland, Humboldt, Delaware and 23rd Streets. See Figure 8.3 depicting this planned bus route. A terminal bus stop has been located along 23rd Street between Maryland and Delaware Streets. The proposed bus layover will accommodate two, 40-foot-long Muni buses and will provide a bathroom facility nearby for drivers. See the Buildings section of the D4D for the standards of the bathroom facility location within Block 12. The intersections within this route will be designed for Bus-45 turning movements. See Appendix F for the bus turning movements through the Project.

As part of the Project's proposed Transportation Demand Management Plan ("TDM"), the project includes implementation of a transit shuttle service, with minimum service of 15-minute intervals during weekday morning and evening peak periods. The shuttle service would provide access between the project site, the 22nd Street Caltrain station, and the 16th Street BART station. The shuttle service may or may not connect with the shuttle service to be provided under the Pier 70 Mixed-Use District project. The shuttle will use the planned terminal bus stop until the Muni line "Dogpatch 55" is operational, at which

time the shuttle stop will move to its permanent location on Delaware Street adjacent to Block 8. Figure 8.4 presents the proposed transit shuttle plan in the project site vicinity and the permanent shuttle layover space location.

8.1.7 Parking and Loading

The proposed Project will provide approximately 2,622 off-street vehicle parking spaces. A centralized parking facility will be located at the intersection of Humboldt Street and Georgia Street and contain approximately 819 parking spaces. The remaining off-street parking spaces will be dispersed in podium parking structures on other development blocks. All parking will be accessory to principal uses. No off-street parking will be provided for proposed retail uses on the project site, except for the potential grocery store. Approximately 22 on-street passenger loading spaces will be provided along the internal streets and approximately 54 commercial delivery spaces will be provided, either through in-building loading docks or on-street loading zones along the internal streets. The remainder of the curb space not dedicated to off-street parking and loading will be divided into on-street parking and passenger loading spaces, including accessible parking and universal loading stalls. In total, the Project provides approximately 108 parking and loading spaces on-street.

All development blocks will allow – but not require – parking one level below-grade or parking within above-grade podium levels subject to the project's D4D controls. The project will provide car-share parking spaces, consistent with the project's D4D controls.

Class one bicycle parking spaces will be located either on the ground floor of each building or in the first level above or below ground floor, in locations compliant with the project's D4D controls. The proposed Project will include Class II bicycle parking spaces, all of which will be located in the right-of-way adjacent to each building or in the publicly accessible open space.

8.2 Street Design Considerations

8.2.1 Raised Street Crossings

The Project proposes to integrate raised street segments to provide additional traffic calming and pedestrian priority on Humboldt, Maryland, and Delaware Streets adjacent to the Power Station Park and Louisiana Paseo, and Georgia Lane. These zones are anticipated to have more intensive pedestrian activities related to the adjacent Park, plazas and outdoor retail areas. The objective of these raised street areas is to calm traffic traveling

through this area to provide safe crossings for pedestrians encouraging the use of the park and open space amenities within this Project.

The raised street area will have transition areas in the street slope at the entry and exit of the raised street area that will be designed at a maximum of 5% slope. The curbs will transition from full standard height to four inches though the transition areas. Within the raised street areas, specific crosswalk locations will be provided to designate where pedestrians have priority to cross. The vehicle travel zones will be delineated from pedestrian areas by the four-inch tall curbs. Additionally, vertical elements such as street trees or furniture will delineate between the pedestrian and vehicle zones. The raised street will be designed to meet the City's requirements for 100-year design storm and overland release. See Figure 8.5 depicting the proposed raised street crossing configuration.

8.2.2 Intersection Curb Extensions

The proposed street designs will include curb extensions at intersections within the Project. The curb extensions will enhance pedestrian safety and will be designed consistent with the San Francisco Better Streets Plan. The curb extensions will be designed to maximize the pedestrian space, while maintaining the required utility clearances and turning movement accommodations. See Figure 10.2 depicting the utility placements at the curb extension locations. Also, see Figure 8.8 for intersection geometry.

8.2.3 Sidewalk Easements

Public sidewalk easements will be provided at locations that vehicle accommodations, accessible ramps or parking stalls reduce the sidewalks to widths less than required by the San Francisco Better Streets Plan. These easements will provide safe passable sidewalk conditions and will be integrated with the open-space and building designs.

8.2.4 Fire Department Access

The proposed streets will be designed to accommodate turning movements of the City of San Francisco 57-foot articulated fire truck and the SFFD Engine, in accordance with the Subdivision Regulations and the California Fire Code. See Figure 8.11 depicting the fire access areas planned within the street network. The following is a summary of the fire access integrated into the street network to provide emergency and fire protection to the various development blocks and open spaces:

Type I Commercial, R&D, Office and Residential – *Blocks 1A, 2, 3, 5A, 5B (Parking Garage), 7B, 11, 12 and 15*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Type III A Residential – *Blocks 1B, 4, 7A, 8, 13A, 13B, 13C and 14*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 150' to 200' (200' preferred) staging area at the building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Type V Residential and Hotel – *Block 9*

- 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 150' to 200' (200' preferred) staging area at building lobby.
- 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.
- Aerial ladder truck access (26' wide) to all bedroom egress windows over 40'.

Unit 3

The feasibility of adaptively reusing Unit 3 is under evaluation. Accordingly, multiple scenarios are being studied. The fire access requirements for each scenario are as follows:

- Unit 3 & Block 9 considered as 1 building by DBI, Type I construction -
  - 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the building lobby.
  - 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

- Unit 3 Type I & Block 9 Type IIIA (2 buildings)
  - 26' wide unobstructed fire access adjacent to 50% of the building street frontage, including 100' to 200' (200' preferred) staging area at the lobby for each building.
  - 26' fire access area is to be positioned such that the truck ladder turn table is 15' to 30' from building.

Humboldt Street Plaza

- Provide 26' wide unobstructed fire access for 150' extending from intersection with Delaware Street.
- Provide 26' wide, 100-150 feet long staging area at the building lobby of Building 4 and 9 along Humboldt Plaza.
- Provide 20' wide emergency access extending to and along waterfront.

Louisiana Street

- If Block 1 is comprised of 2 buildings, 1A and 1B, provide 26' wide unobstructed fire access for 150' extending from intersection with Humboldt Street.
- Provide 26' wide 100-150 feet long staging area at the Building 1B and 2 lobbies along Louisiana Street.
- Bollards separating the pedestrian zones from the travel way are acceptable to be placed within the 26' wide fire access area.
- Provide 20' wide emergency access extending to Craig Lane.

Delaware Street *(North of Humboldt Street)*

- Provide 26' wide unobstructed fire access for 150' extending from intersection with Humboldt Street.
- Provide 26' wide 100-150 feet long staging area at the Building 4 lobby along Delaware Street.
- Bollards separating the pedestrian zones from the travel way are acceptable to be placed within the 26' wide fire access area.
- Provide 20' wide emergency access extending to Craig Lane.

Craig Lane

- One way 14' wide alley is acceptable and not required for fire access.
- Provide access for emergency vehicles (engine and ambulances) to make turns onto and from Craig Lane.

Truck Turning Requirements

- Truck turning templates shall be provided demonstrating the SFFD aerial ladder truck and engine can adequately maneuver through the proposed intersections.
- The truck and engine are allowed to turn into the opposing travel lane so long as a separation from the truck to the opposing curb of 7' minimum is maintained.

Unobstructed Width

- The required unobstructed width for fire department access areas assumes that on-street parked cars only utilize 7' from the adjacent curbs.

See Appendix H including the Fire Access Criteria Memorandum outlining this criteria's application within the project and as approved by San Francisco Fire Departments. Also, see Appendix G depicting the fire aerial truck and engine turning movements within each intersection.

8.2.5 Large Vehicle Access

The proposed street network will accommodate commercial trucks and tractor trailer trucks in accordance with Better Streets Plan.

The public streets are designed for SU-30 vehicles, including Maryland, Humboldt, Georgia and Delaware Streets. Vehicles accessing the site up to the size of WB-40 can be accommodated within the public streets.

The streets and intersections along the bus route are designed for the Bus-45 vehicle.

23rd Street is a mixed-use / industrial street type and is designed for WB-40 vehicles.

Additionally, vehicles accessing the site up to the size of a WB-67 can be accommodated on a limited route to access Blocks 1, 5 and 13. A Transportation Program Manager will manage conflicts and reasonably accommodate truck deliveries. See Appendix E depicting the large vehicle turning movements at each intersection.

Georgia Lane, Craig Lane, Louisiana Street and Delaware Street north of Humboldt Street, are designed for passenger vehicles and can accommodate SU-30 vehicles.

8.2.6 Universal Access Parking

The proposed streets will be designed with Universal Passenger Loading Zones and Accessible Parking Zones at select locations. The locations of these facilities will be distributed throughout the Project to provide convenient access to buildings and open spaces.

The Universal Passenger Loading zones will be curbside stalls limited to five-minute stops per SFMTA regulations. Each universal loading stall will be universally accessible and American Disabilities Act ("ADA") compliant. These stalls will be 20-feet long, have adjacent sidewalk with a 9' minimum throughway clear of obstacles with a loading area and SFDPW standard curb ramp.

On-street accessible parking stalls will be provided in accordance with ADA regulations and CBC Chapter 11B requirements (Table 11B-208.2). The accessible stalls will be generally located near intersections or access points to buildings and open space areas. These stalls will be 20-feet long, have signage and striping for an accessible stall, have adjacent sidewalk clear of obstructions, a 10-foot loading area at the rear with a SFDPW standard curb ramp. See Figure 8.8 depicting the typical configuration of these universal loading and accessible stalls.

8.2.7 22nd Street and Georgia Street Intersection

Georgia Street is proposed to intersect with 22nd Street. The slope of 22nd Street at this intersection is approximately 3%. The cross slope of Georgia Street will need to transition to a super-elevated condition as it approaches this intersection. The proposed intersection configuration, grading and sight distances are depicted on Figure 8.6 and 8.7.

8.2.8 Driveways

Driveways and building openings dedicated to parking and loading access shall be minimized. Entrances for off-street parking and off-street loading shall be combined where possible. The placement of parking and loading entrances should minimize interference with street-fronting active uses and with the movement of pedestrians, cyclists, public transit, and autos. Off-street parking and loading entrances shall be located to minimize the loss usable curb space. Driveway for grocery store loading may require curb cut of up to 53 feet.

8.2.9 Street Pavement, Curb and Gutter and Sidewalk Sections

The proposed public streets will be constructed consistent with the City standard structural section consisting of eight inches of Portland cement concrete and a two-inch asphalt concrete wearing surface. 23rd Street will be reconstructed with the City standard structural section. Pavement within Illinois Street will be replaced as needed to address utility trenching completed with the Project.

Alternative paving materials and sections such as Class II aggregate base, decorative asphalt and concrete paving, pervious pavers and porous paving may be used if approved by the SFDPW. The public streets, including City standard curbs, gutters and sidewalks, will be maintained by the SFDPW. Please see Figure 8.10 depicting the intended pavement surfaces for the various streets.

8.2.10 Existing Infrastructure

The existing infrastructure within the Project site depicted on Figure 4.2 will limit the allowed locations of streetscape landscaping, street trees, street furniture and signage on 23rd Street and Humboldt Street (west of Block 5).

8.2.11 Street Lighting

The Project street lighting system will be designed and constructed by the Developer within the proposed streets. The proposed street lighting will comply with the City of San Francisco standards.

8.2.12 Traffic Control and Signalization

The Project will design and construct traffic signals at the intersections of 23rd Street / Illinois Street and Humboldt Street / Illinois Street, in accordance with SFMTA standards, and subject to SFMTA review and approval.

8.3 Maintenance and Street Acceptance

The public streets will be maintained by the SFDPW. The Developer will be responsible for the maintenance of the public streets within the Project until such time as they are accepted by the City for maintenance and liability purposes.

Upon acceptance of the new and improved public streets by the City, responsibility for the operation and maintenance of the roadway and streetscape elements will be designated as defined in the City of San Francisco Municipal Code.

The private streets will be maintained by a Project Master Association or another entity created by the Developer to manage the long-term responsibility for the operation and maintenance of the private streets.

8.4 Phasing of Improvements

The proposed street system will be constructed in phases as depicted in the phasing plan, see Figure 1.3. Each Phase will connect to the existing streets as close to the perimeter of that Phase area as possible while maintaining safe access to the Project and surrounding areas. Repairs and or replacement of existing improvements will be made as necessary to serve the Phase.

The Phased Infrastructure may include deferring sidewalk and street planting zones until the building construction on adjacent Development Parcels is completed. Construction of each proposed Development Parcel and associated Phased Infrastructure may impact site accessibility. During construction of each Development Parcel and associated Phased Infrastructure, interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department ("SFFD") requirements, as necessary. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

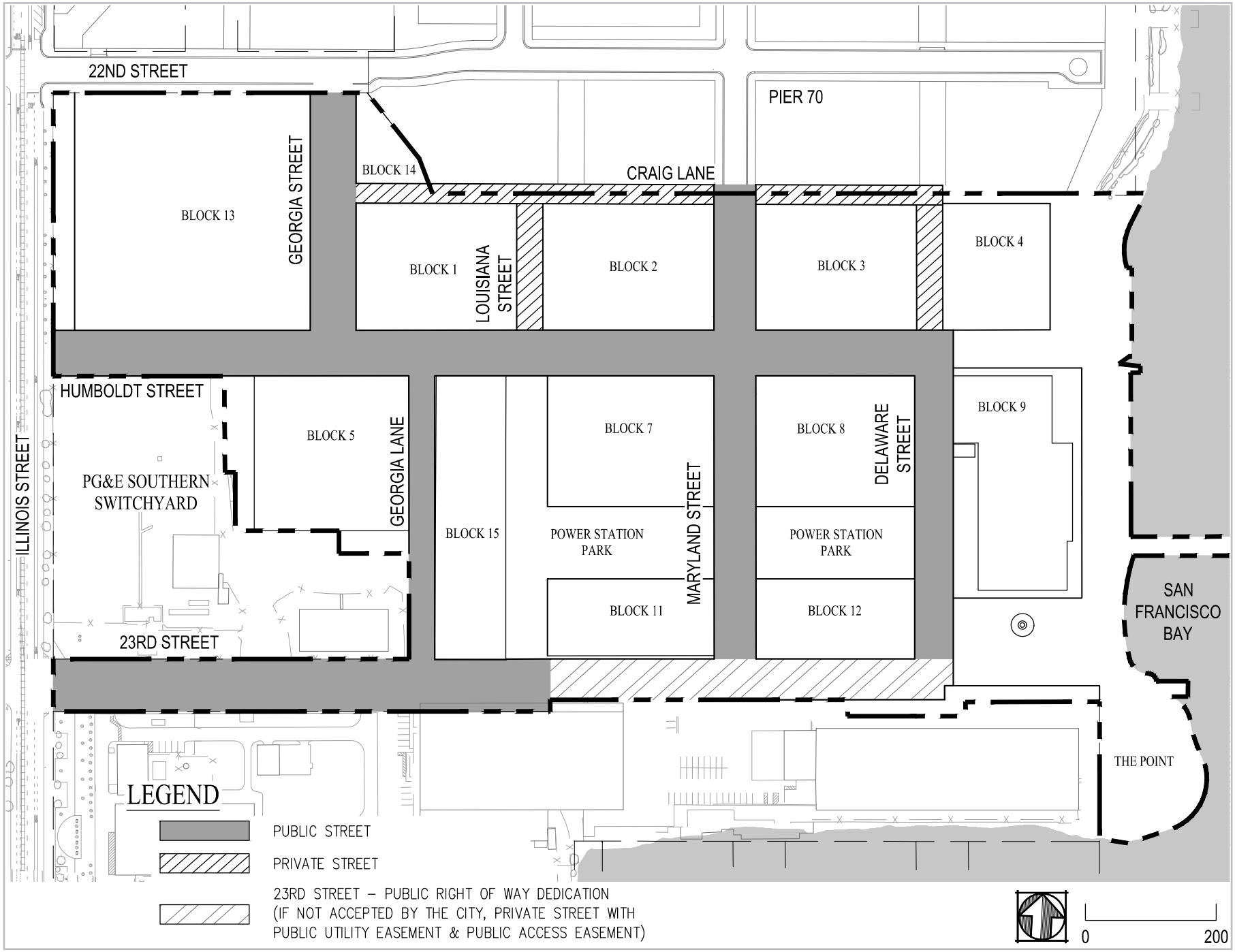


Figure 8.1 Proposed Street System

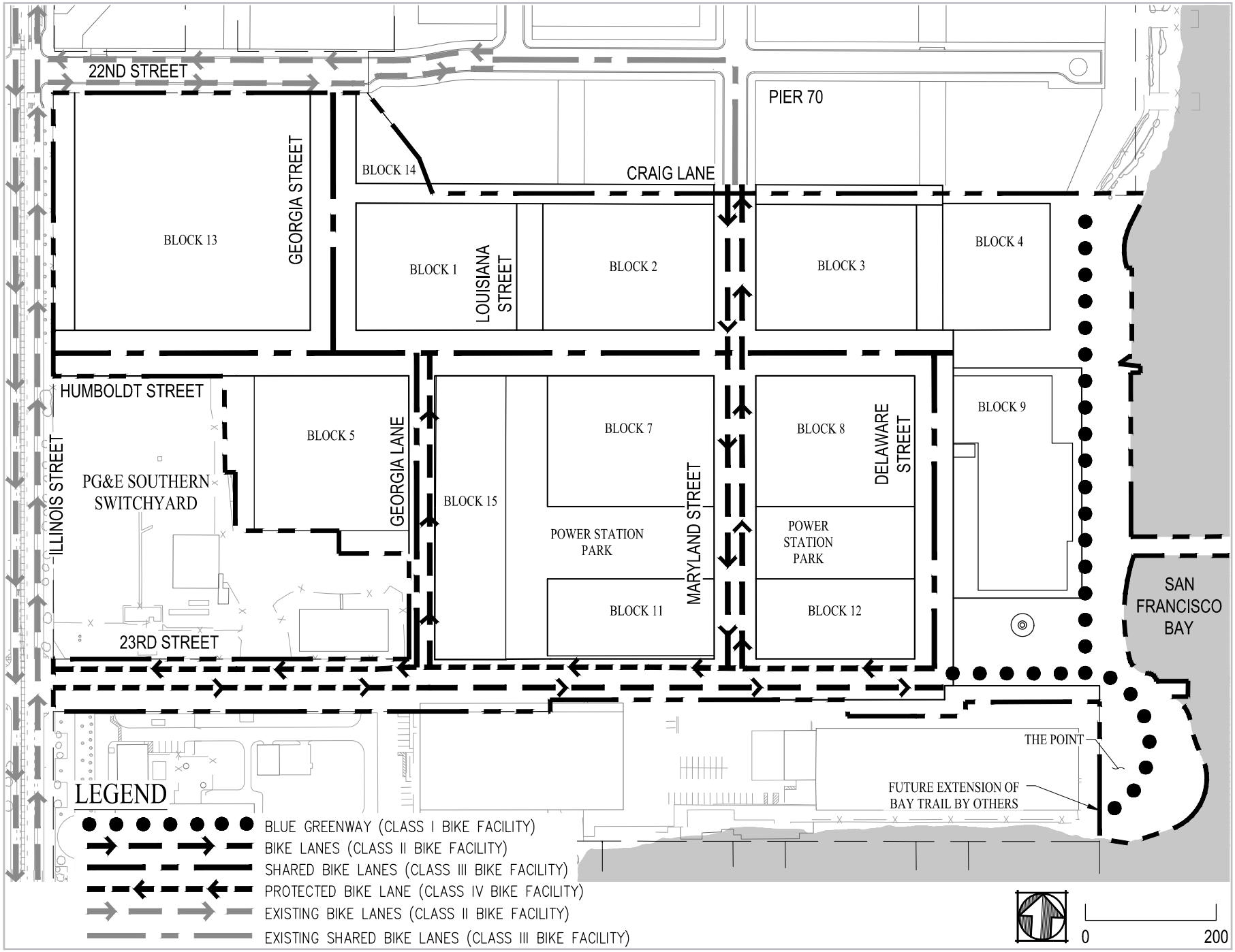


Figure 8.2 Proposed Bike Facilities

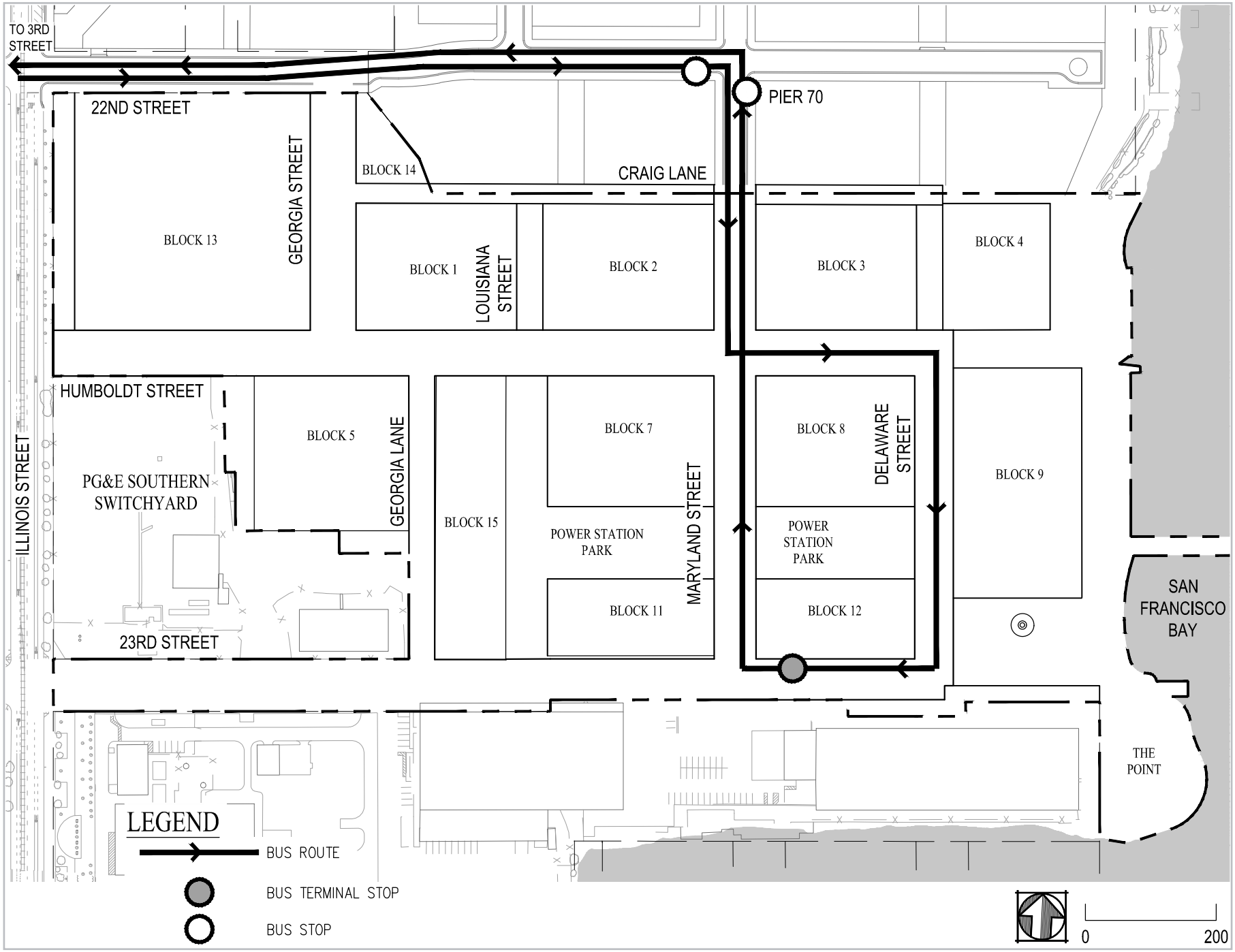


Figure 8.3 Planned Bus Route

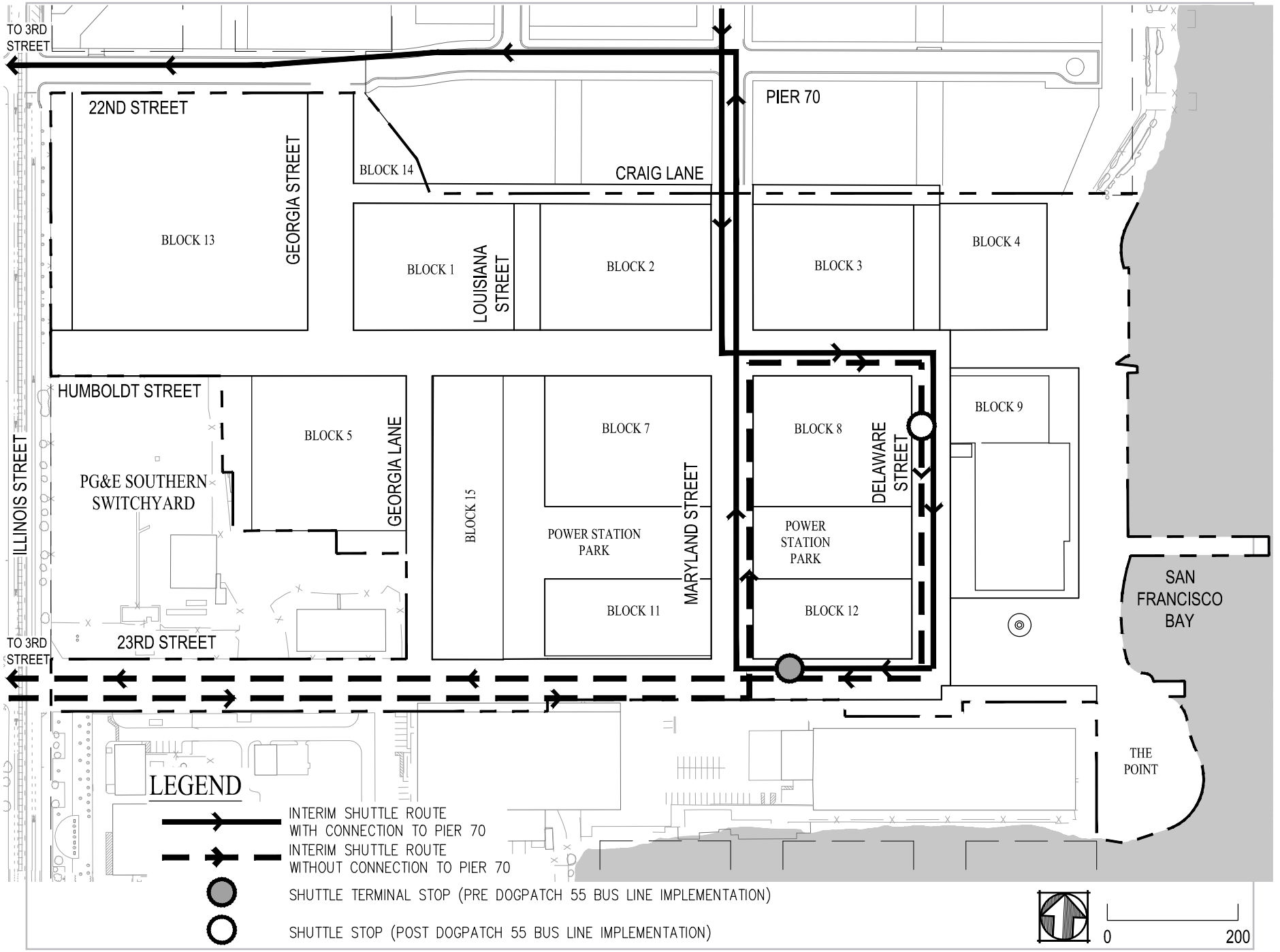


Figure 8.4 Planned Interim Shuttle Route

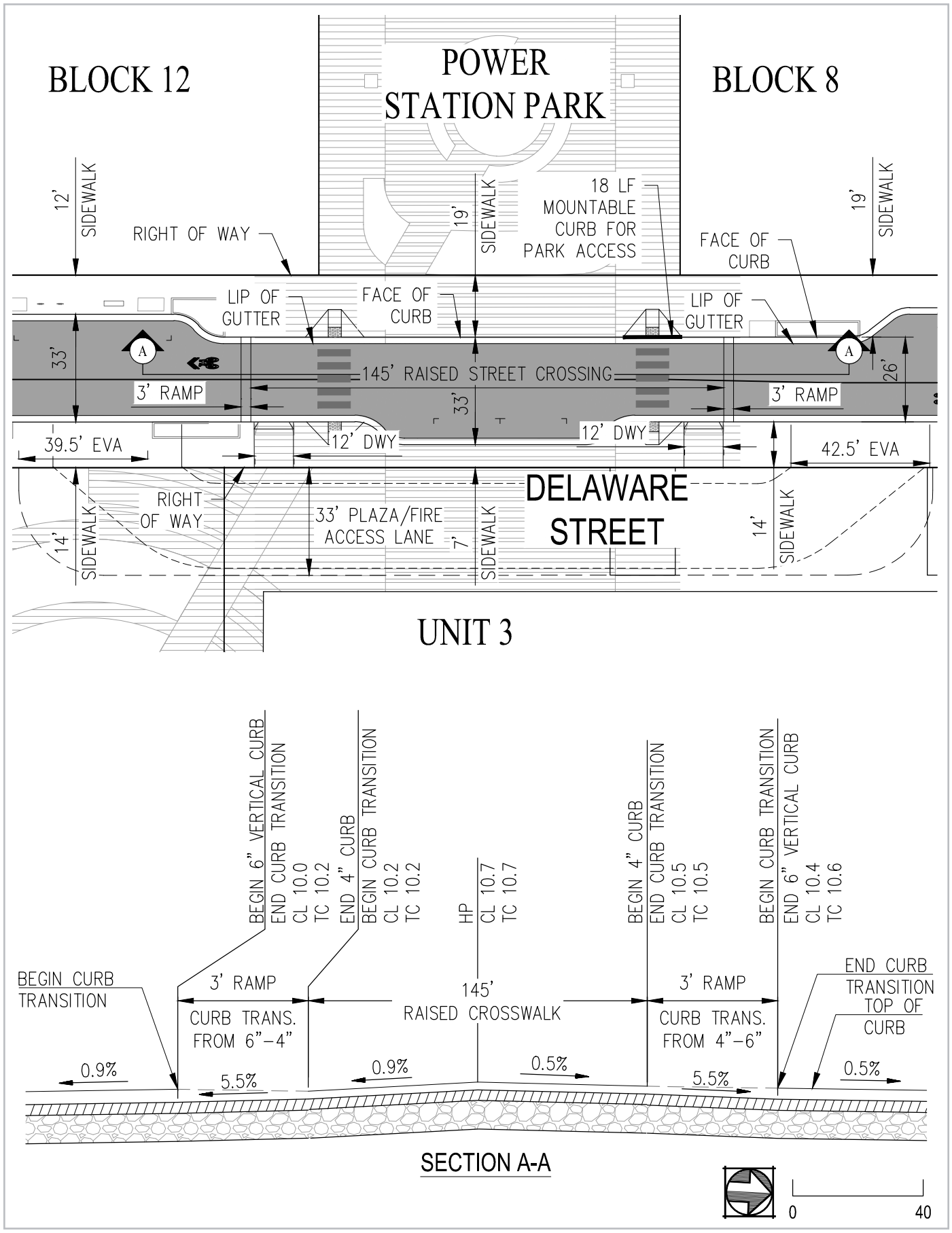


Figure 8.5 Raised Street Crossings – Delaware Street

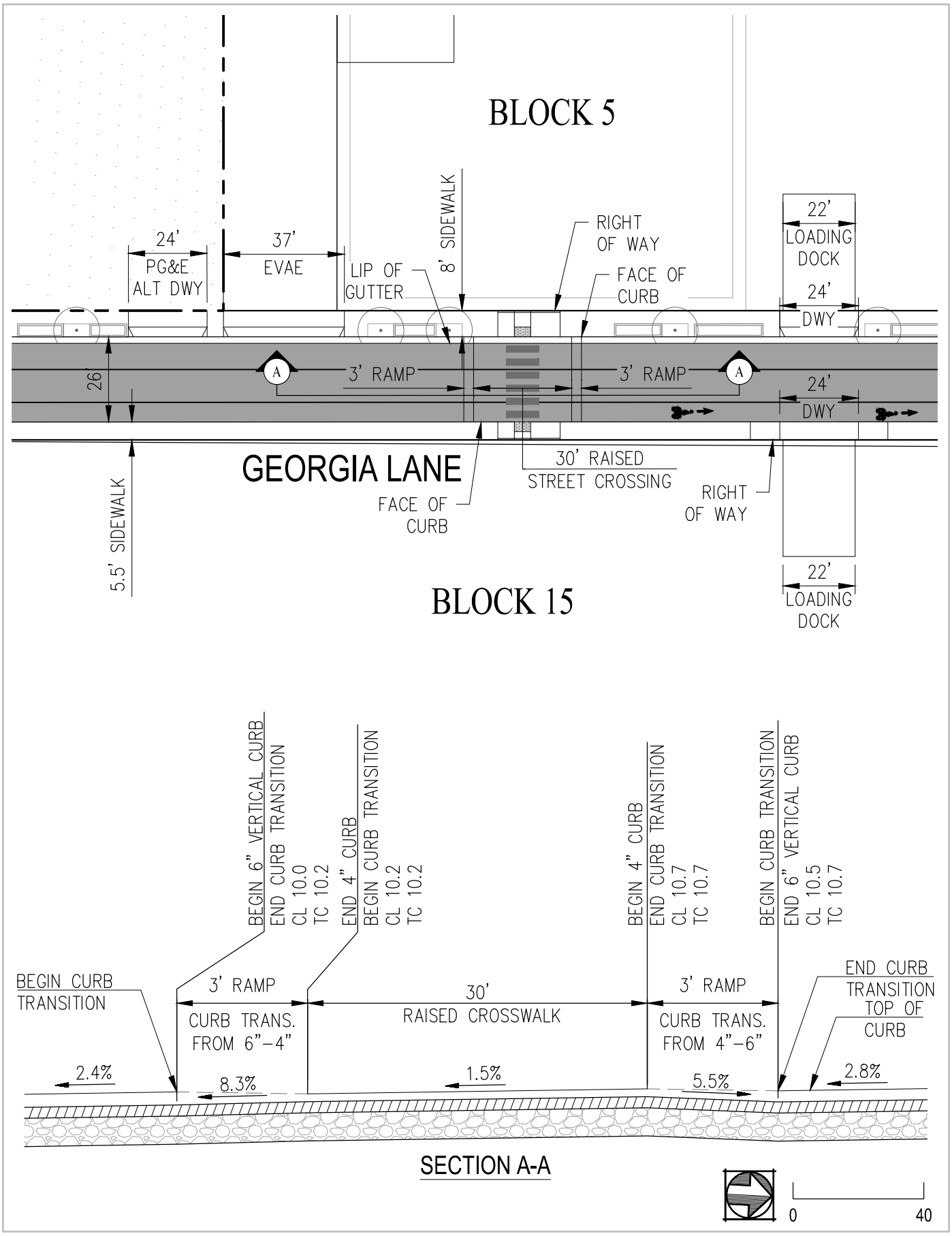


Figure 8.5 Raised Street Crossings – Georgia Lane

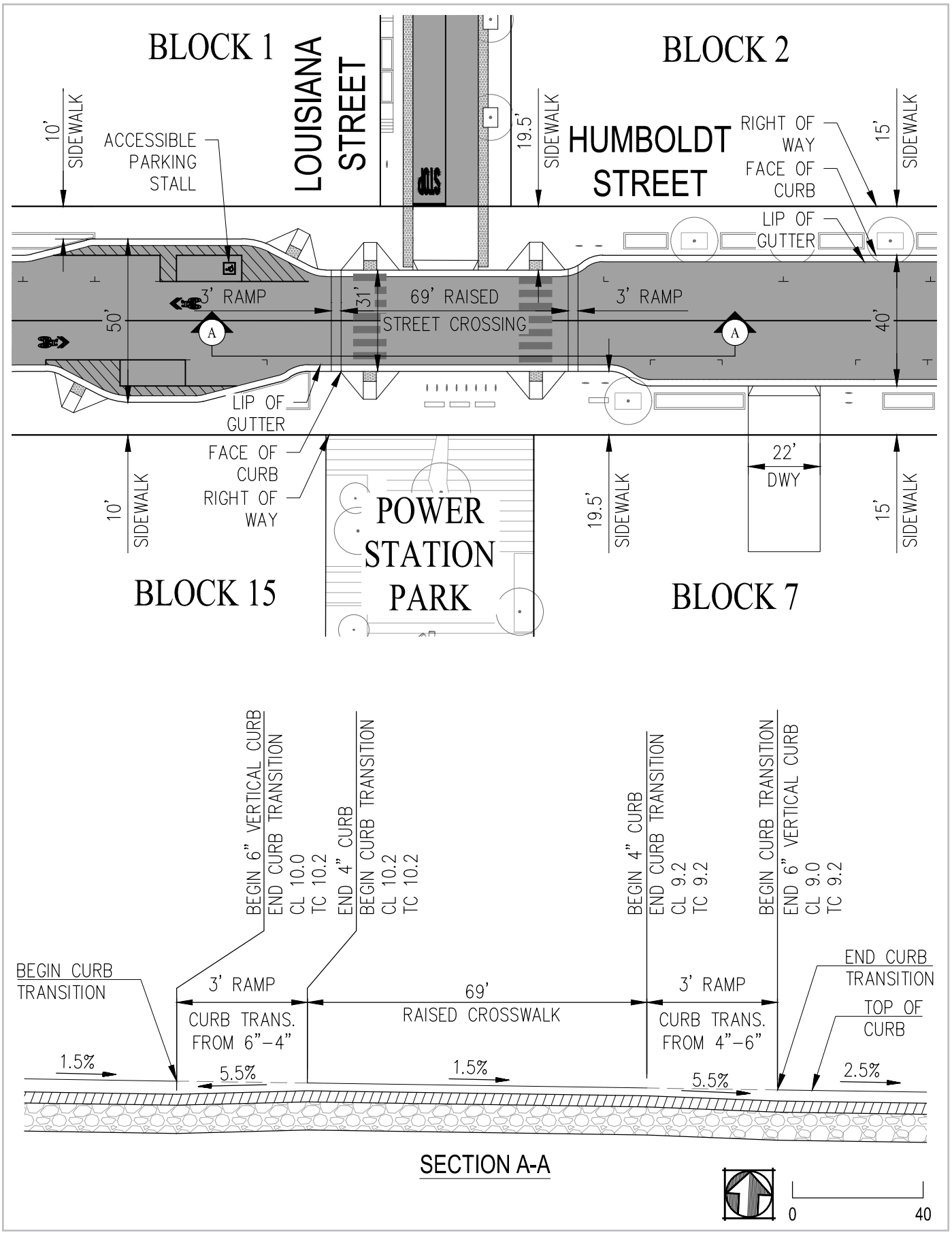


Figure 8.5 Raised Street Crossings – Humboldt Street

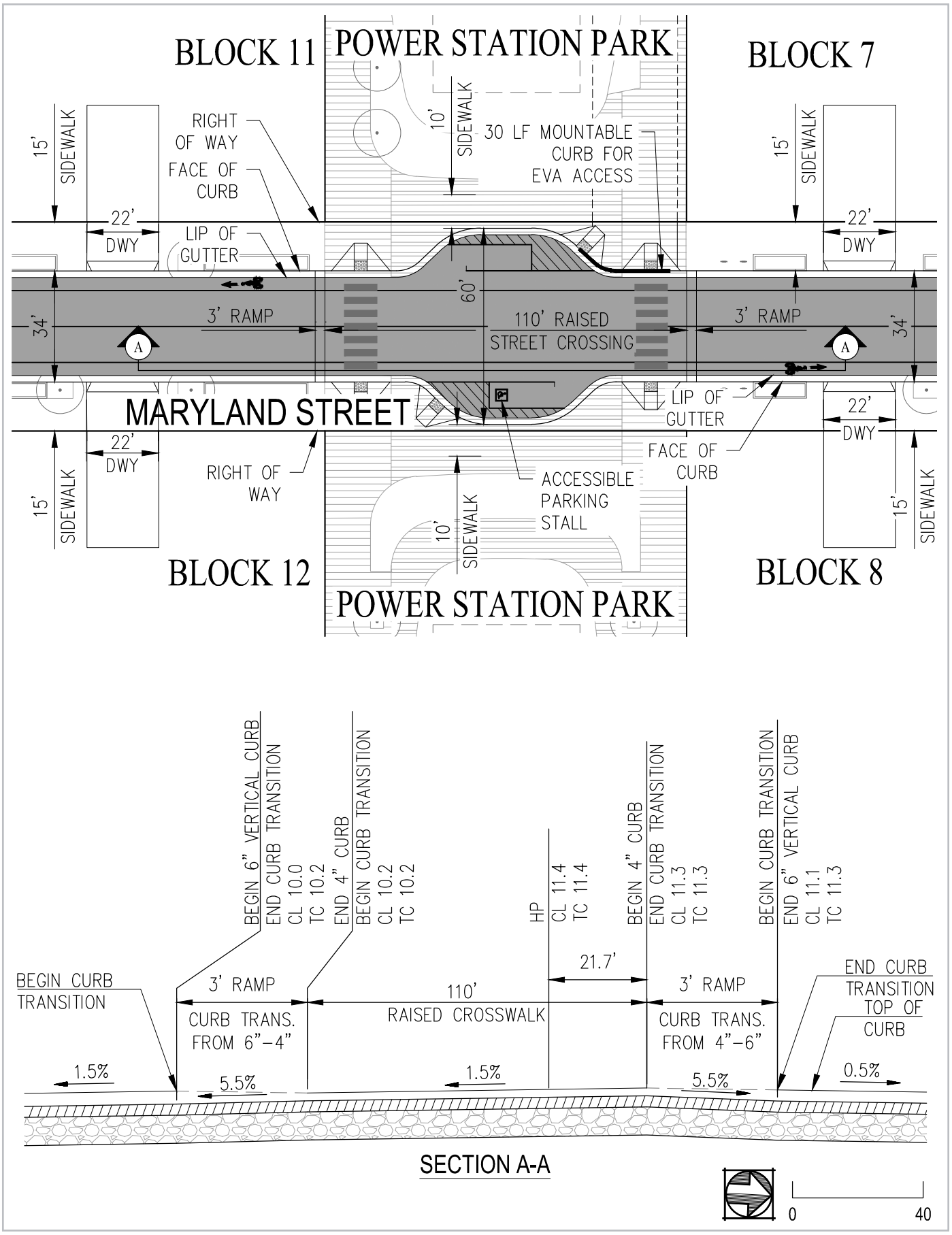


Figure 8.5 Raised Street Crossings – Maryland Street

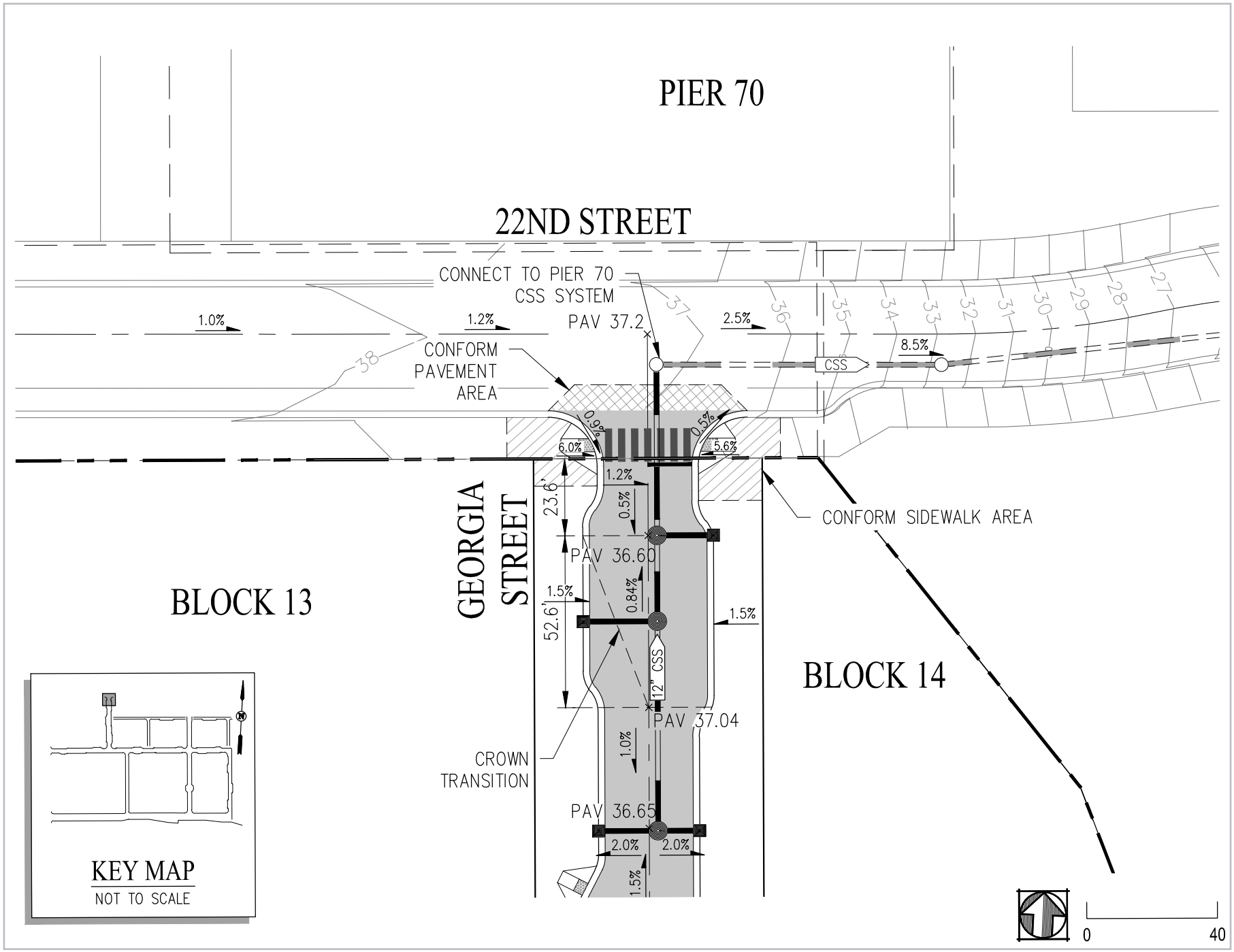


Figure 8.6 22nd Street & Georgia Street Intersection Preliminary Grading

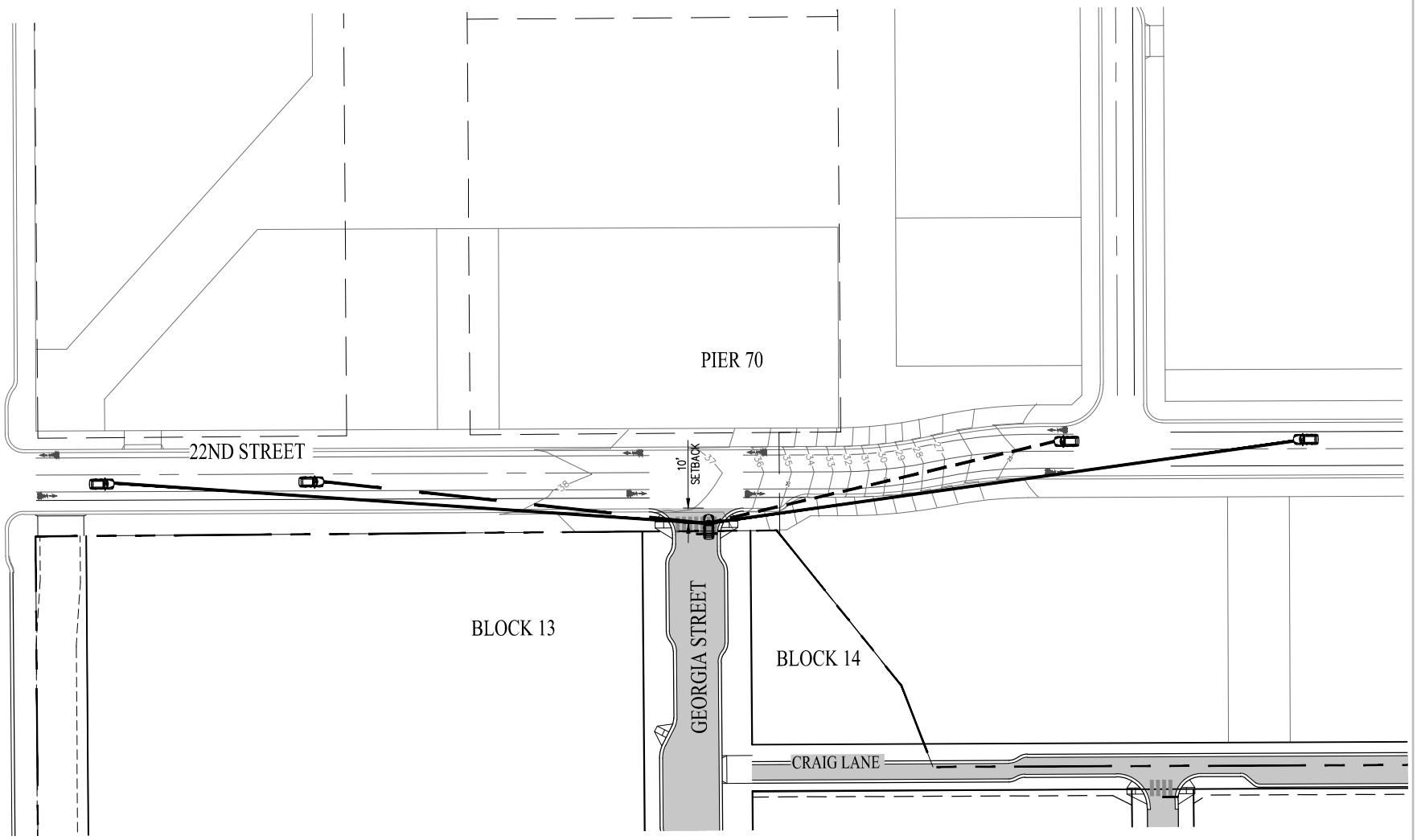


Figure 8.7 22nd Street & Georgia Street Intersection Sight Distances

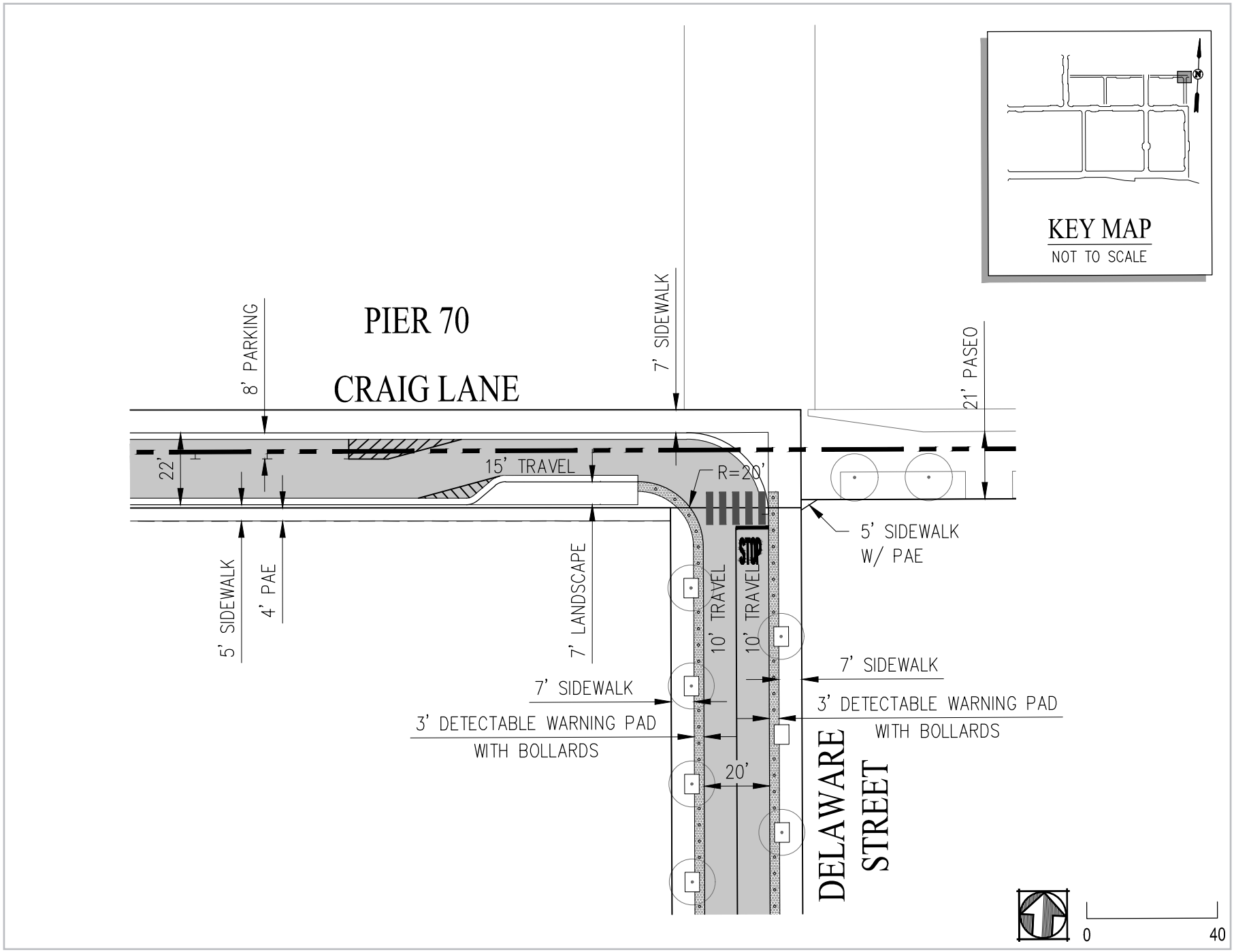


Figure 8.8 Intersection Geometry (Craig Lane & Delaware Street)

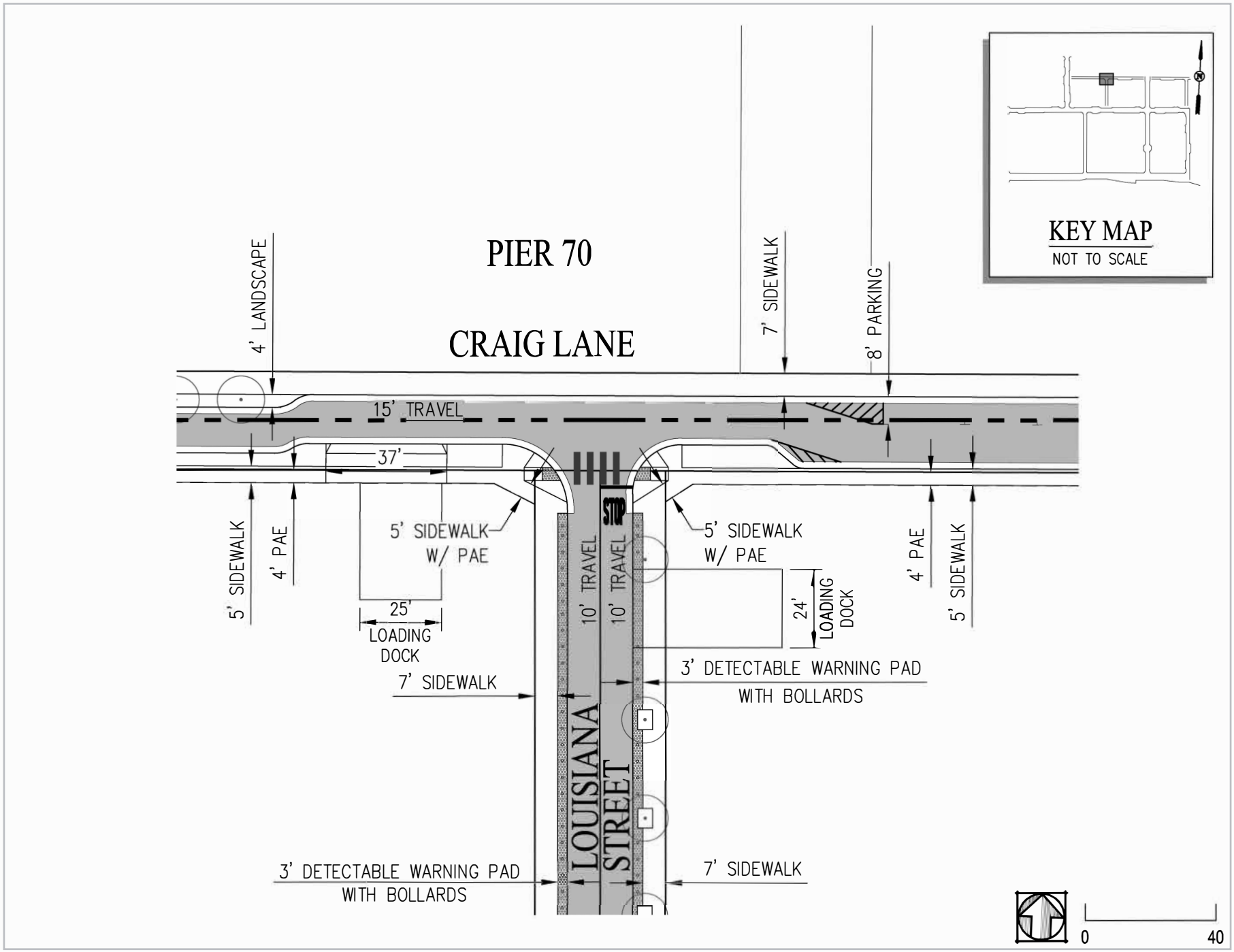


Figure 8.8 Intersection Geometry (Louisiana Street & Craig Lane)

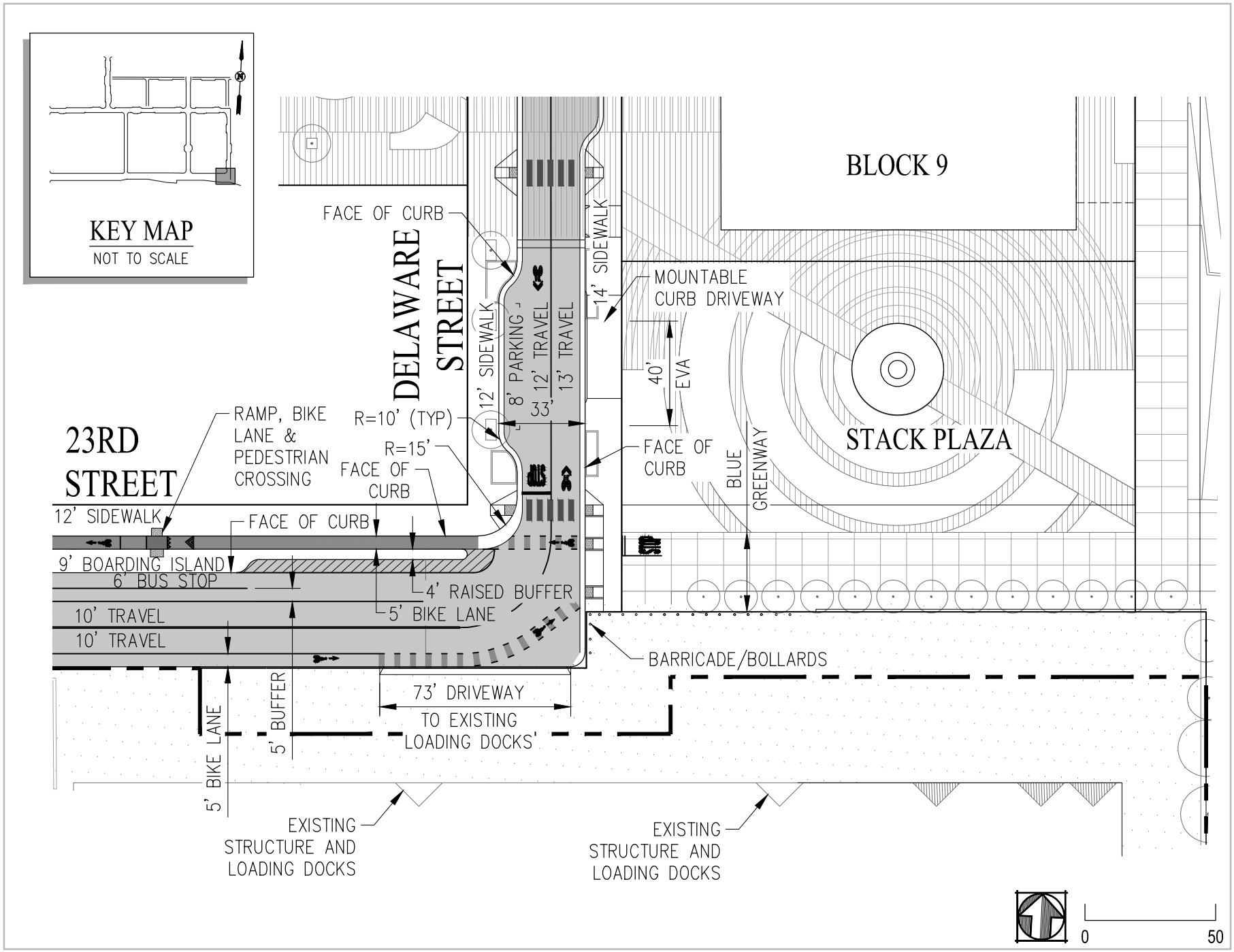


Figure 8.8 Intersection Geometry (23rd Street & Delaware Street)

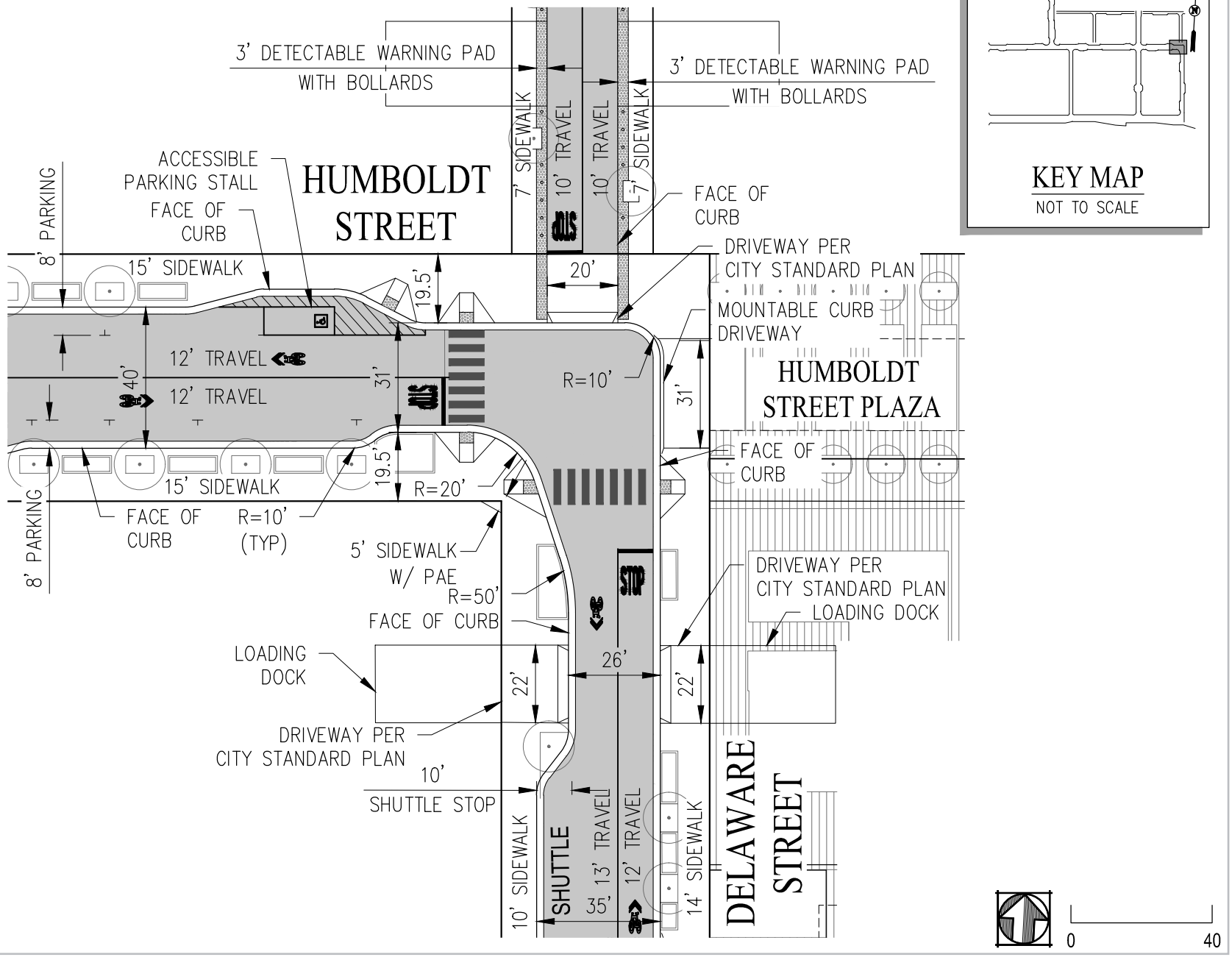


Figure 8.8 Intersection Geometry (Delaware Street & Humboldt Street)

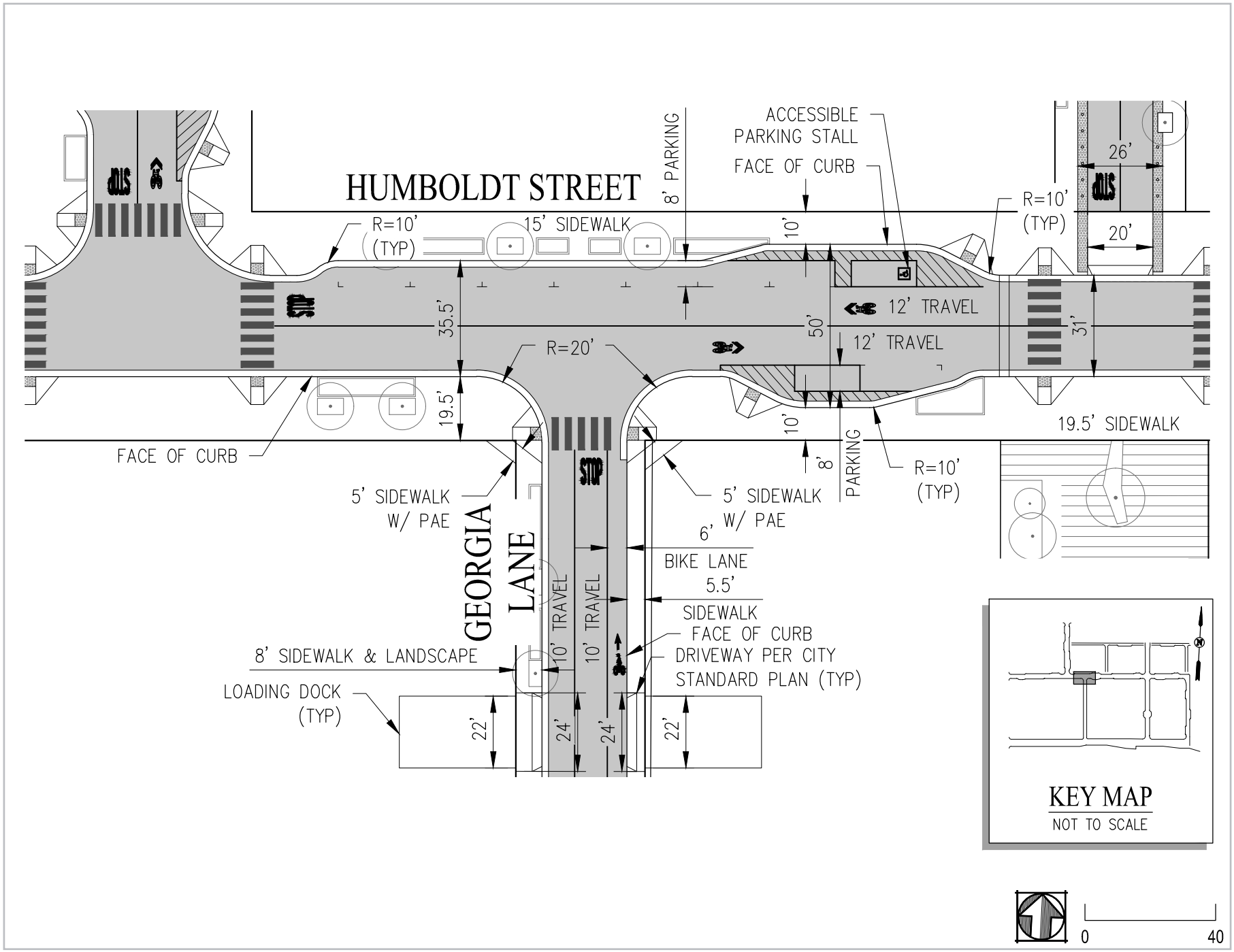


Figure 8.8 Intersection Geometry (Georgia Lane & Humboldt Street)

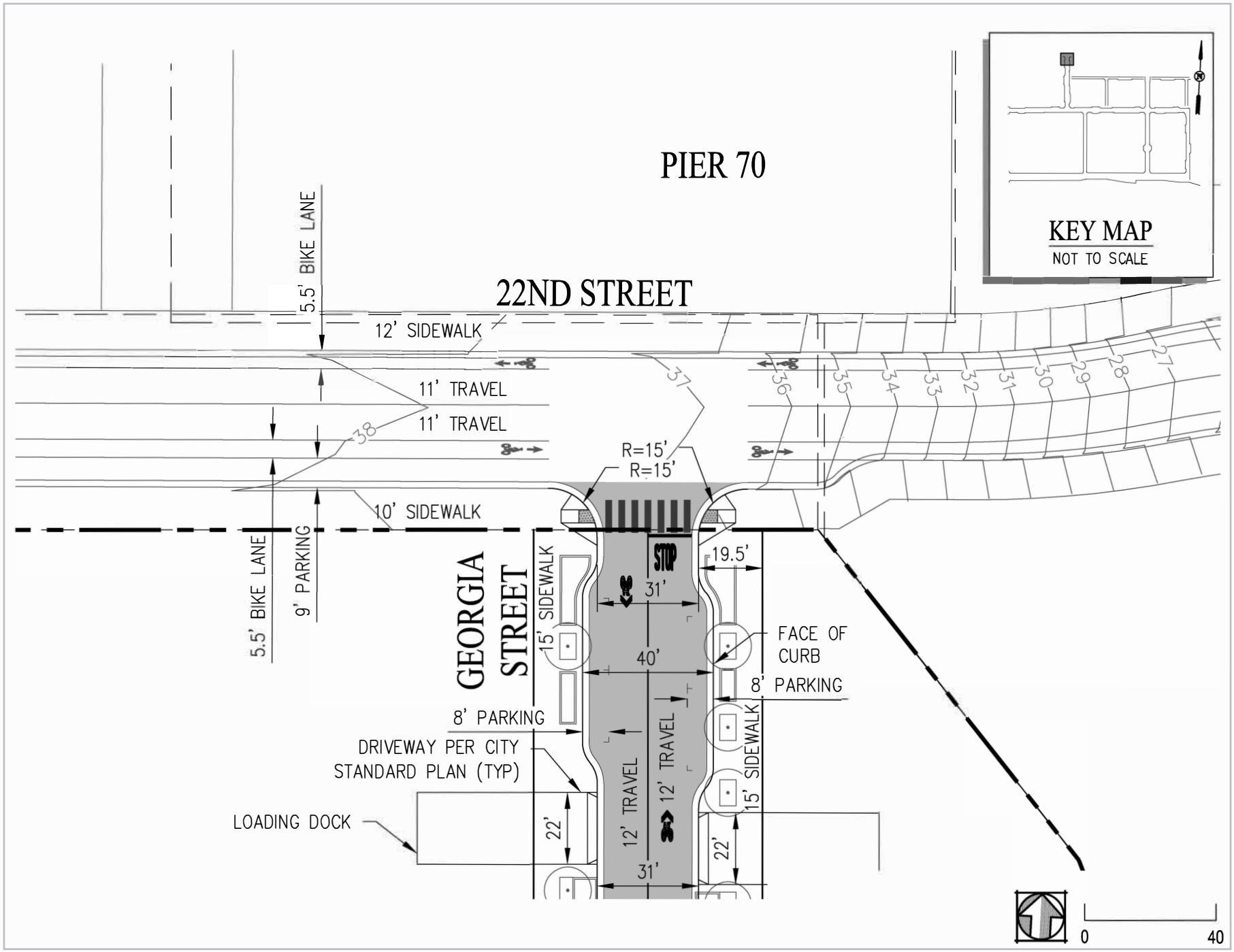


Figure 8.8 Intersection Geometry (Georgia Street & 22nd Street)

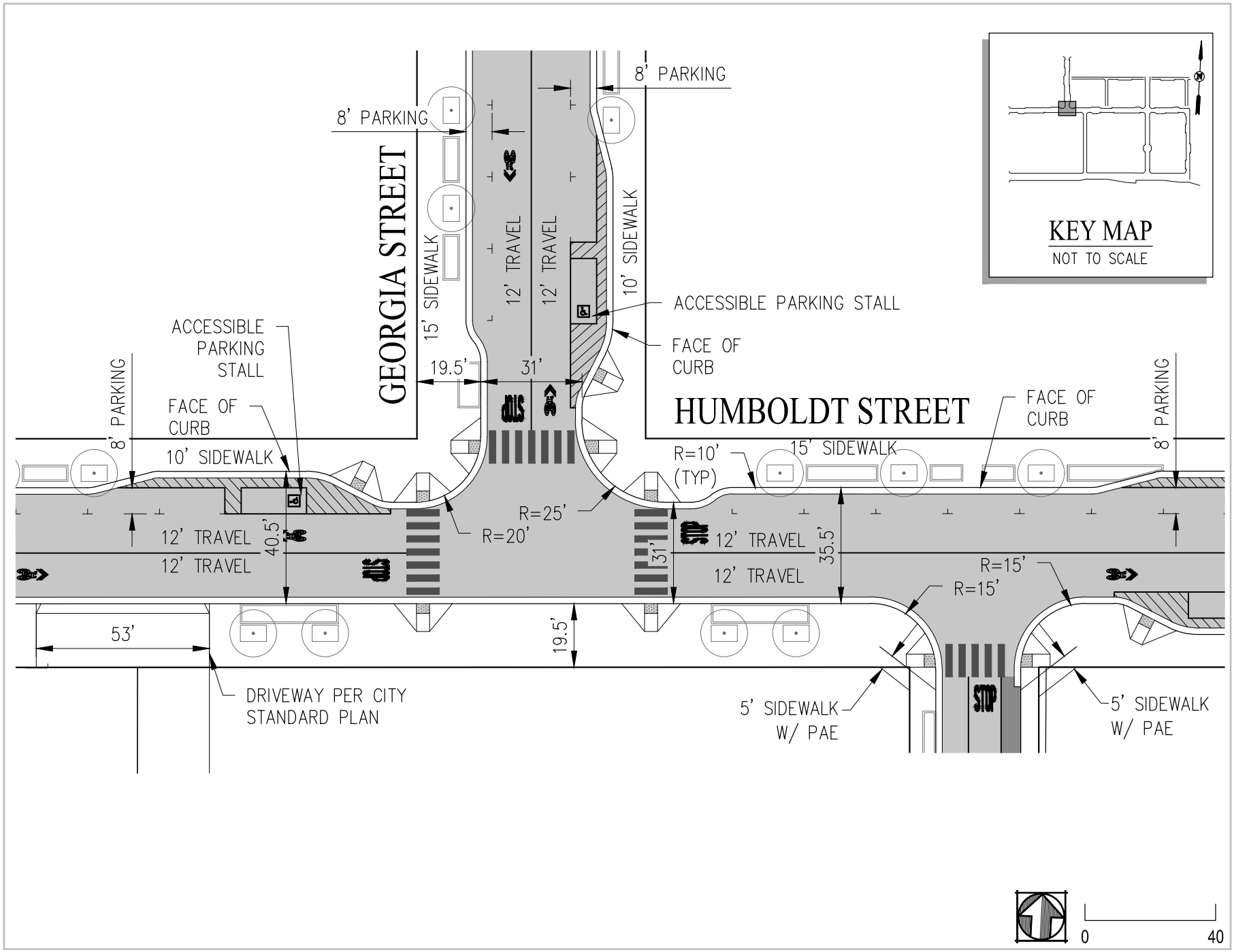


Figure 8.8 Intersection Geometry (Georgia Street & Humboldt Street)

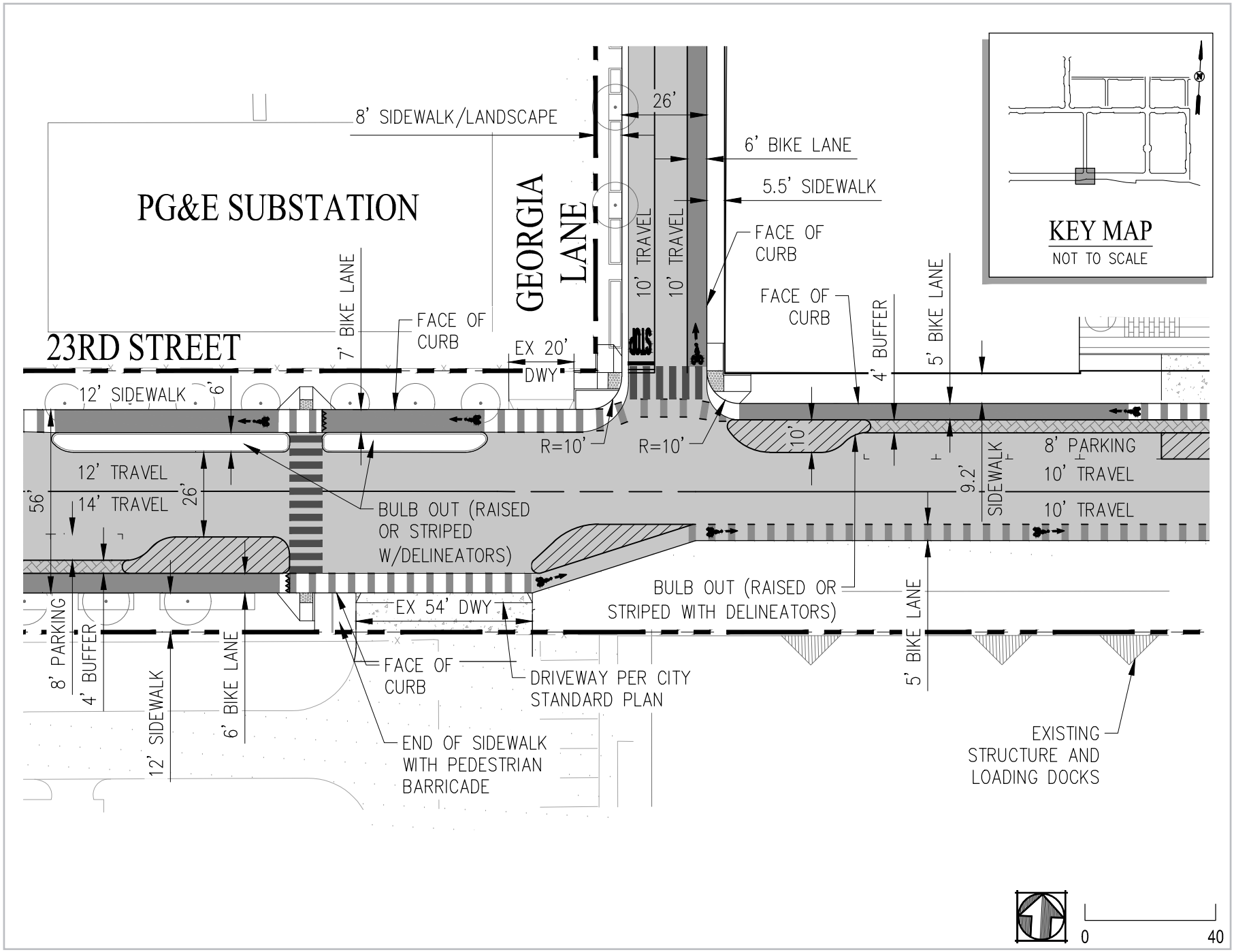


Figure 8.8 Intersection Geometry (23rd Street & Georgia Lane)

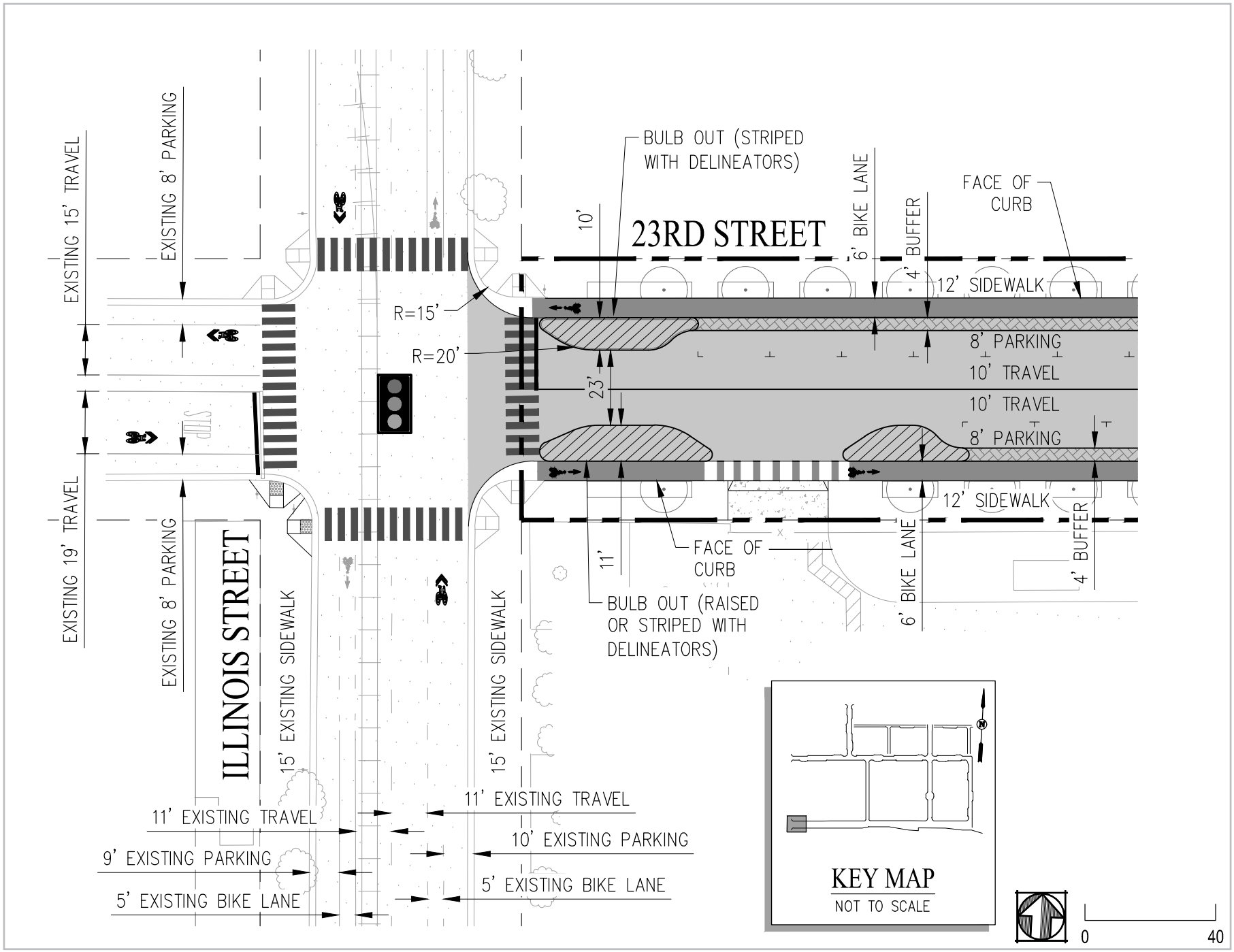


Figure 8.8 Intersection Geometry (Illinois Street & 23rd Street)

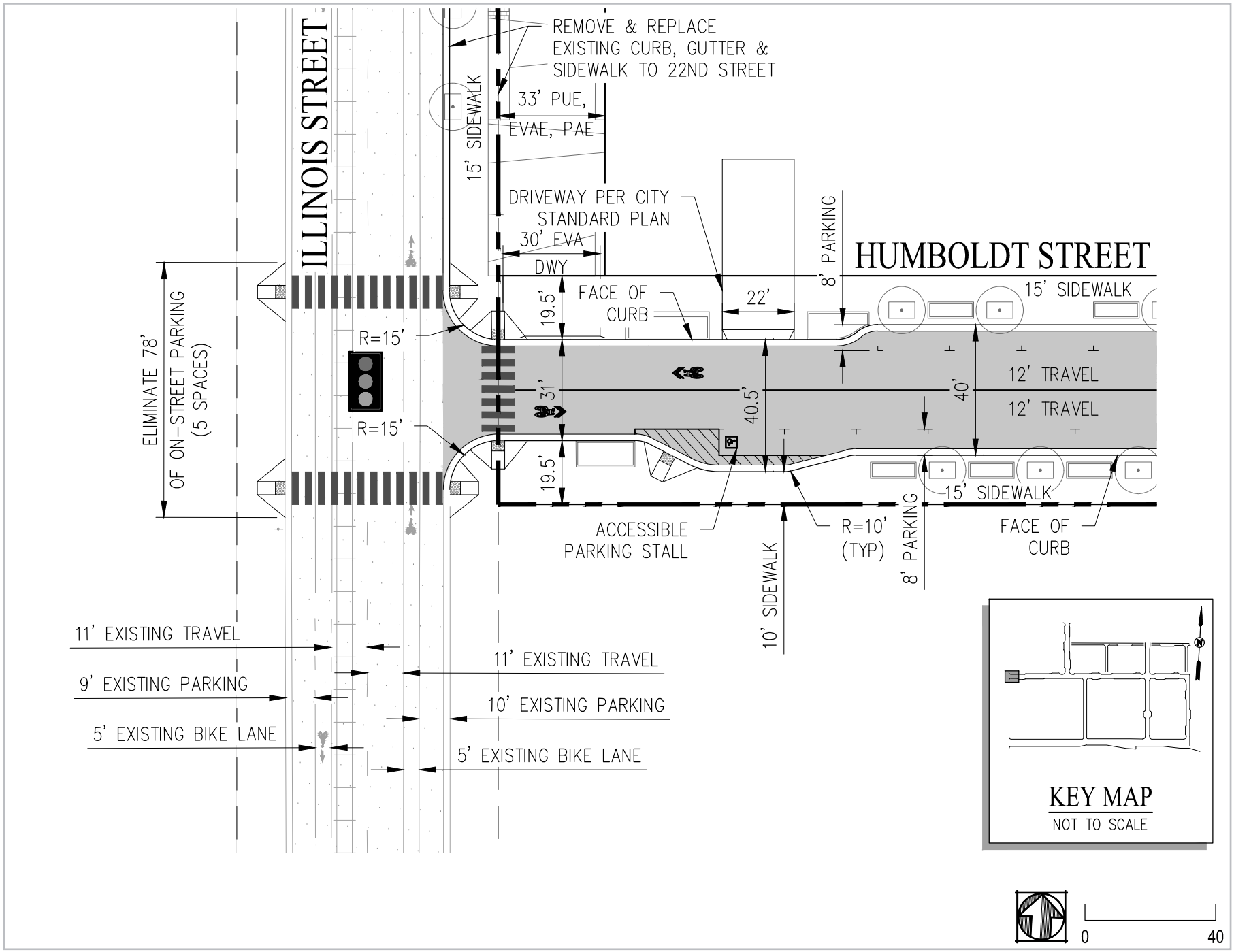


Figure 8.8 Intersection Geometry (Illinois Street & Humboldt Street)

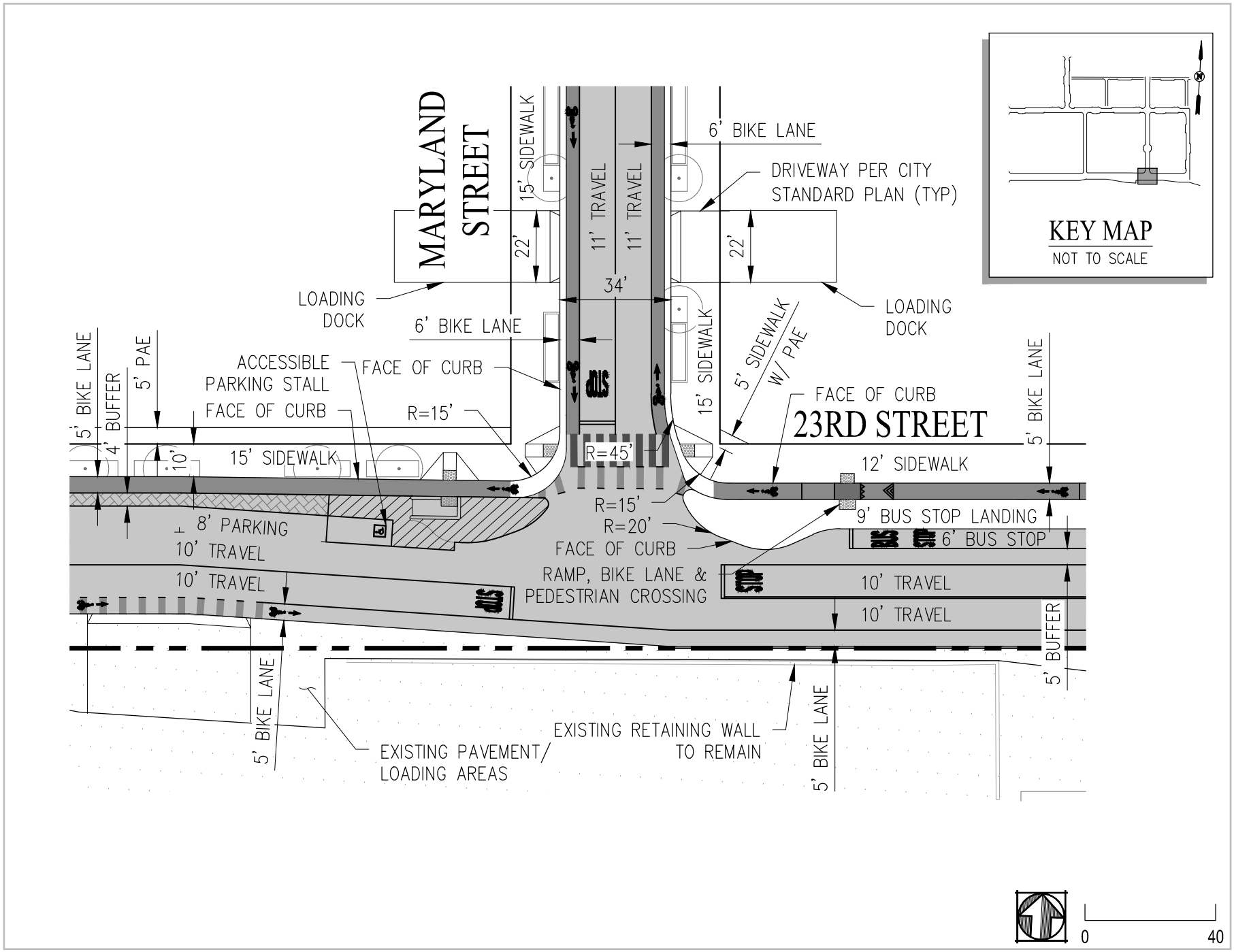


Figure 8.8 Intersection Geometry (Maryland Street & 23rd Street)

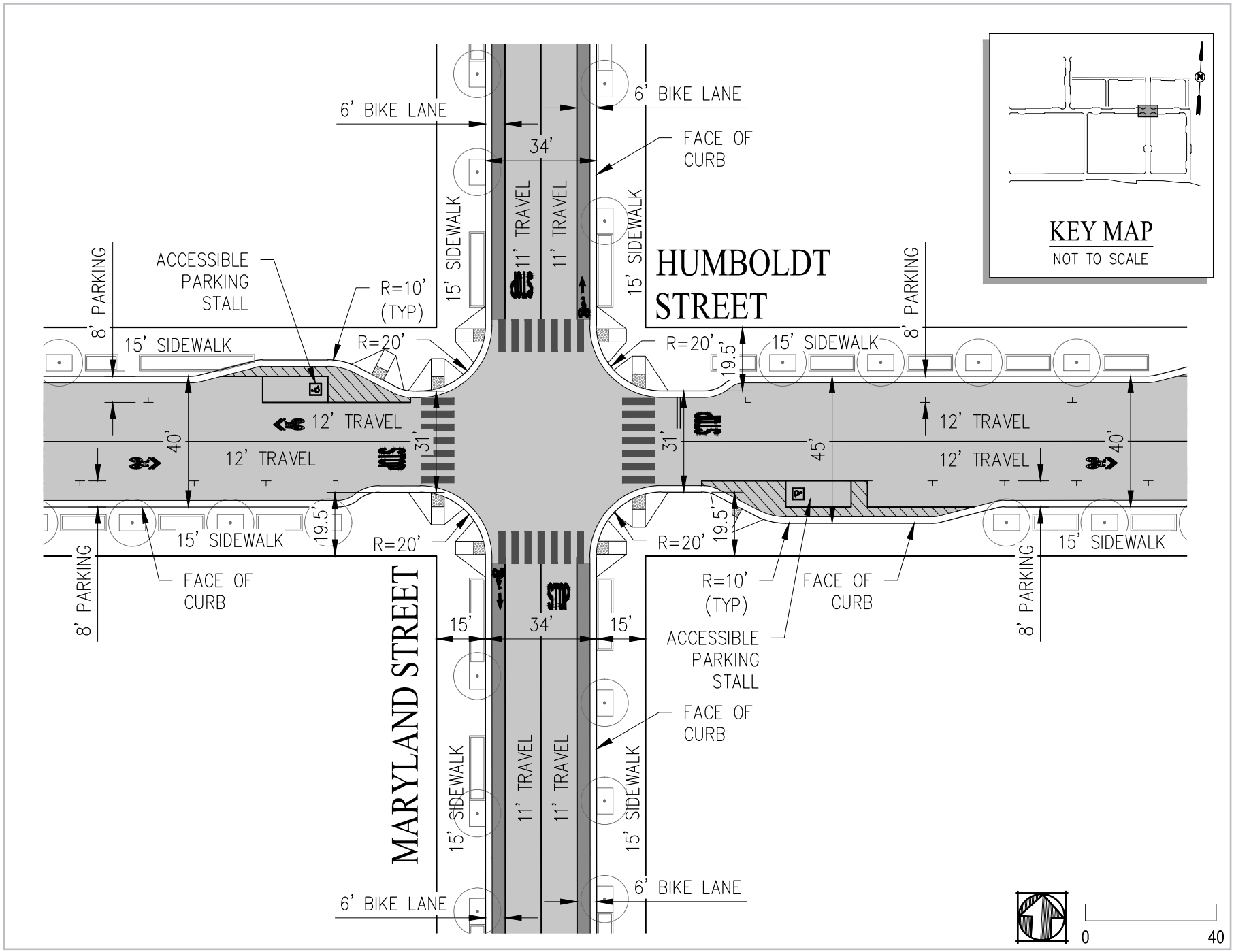


Figure 8.8 Intersection Geometry (Maryland Street & Humboldt Street)

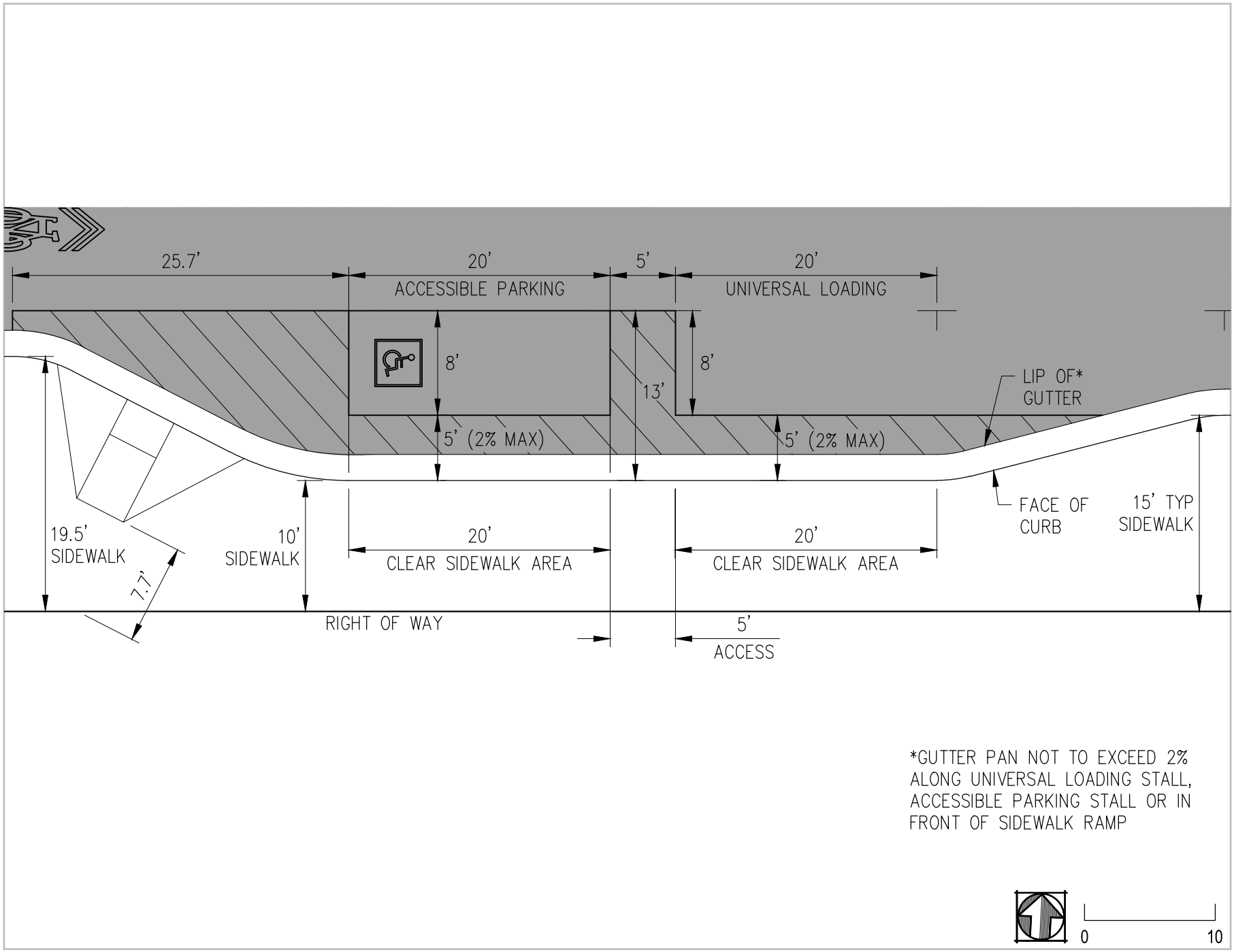


Figure 8.9 Typical Configuration of On-Street Universal Loading and Accessible Parking Stalls

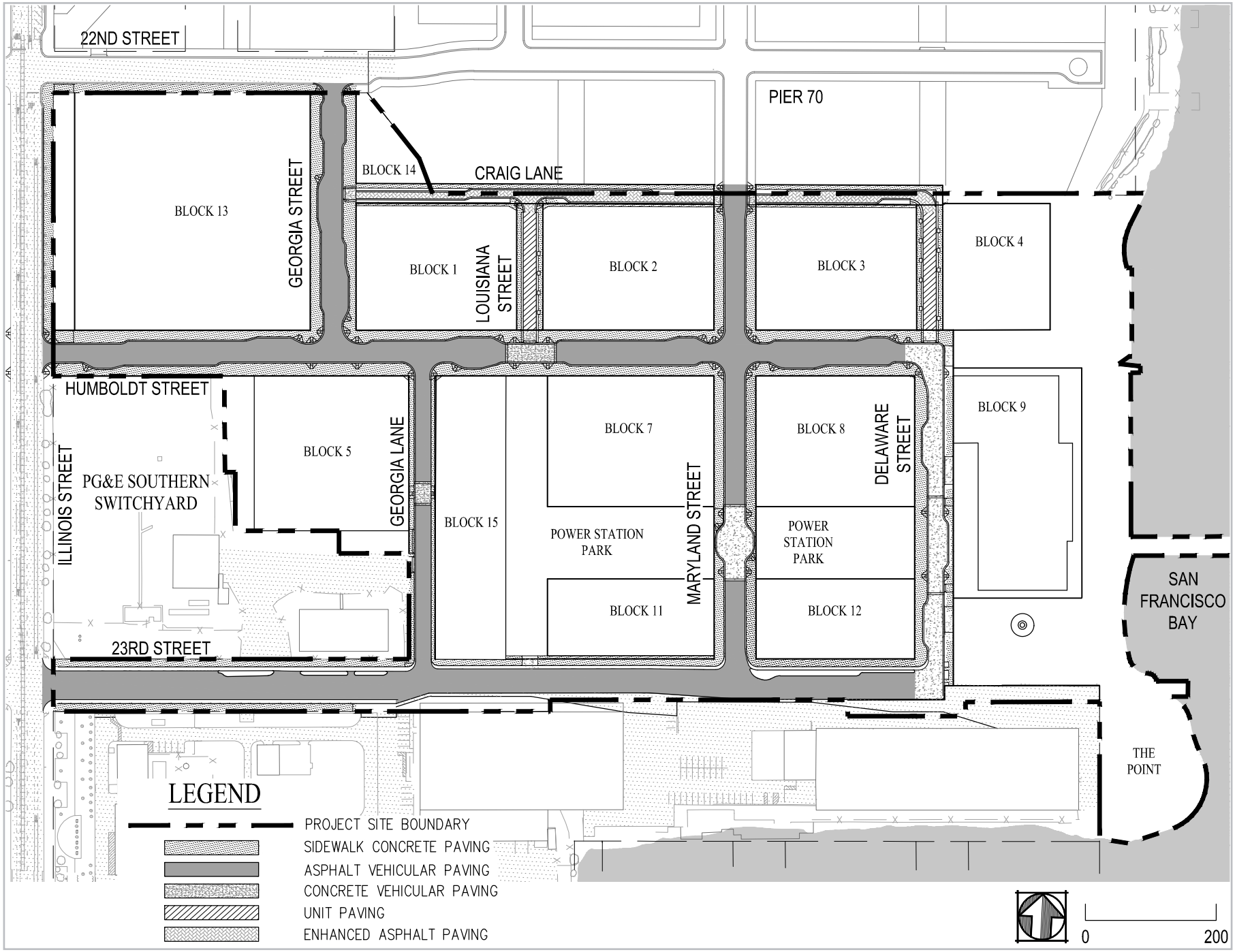


Figure 8.10 Pavement Surfaces

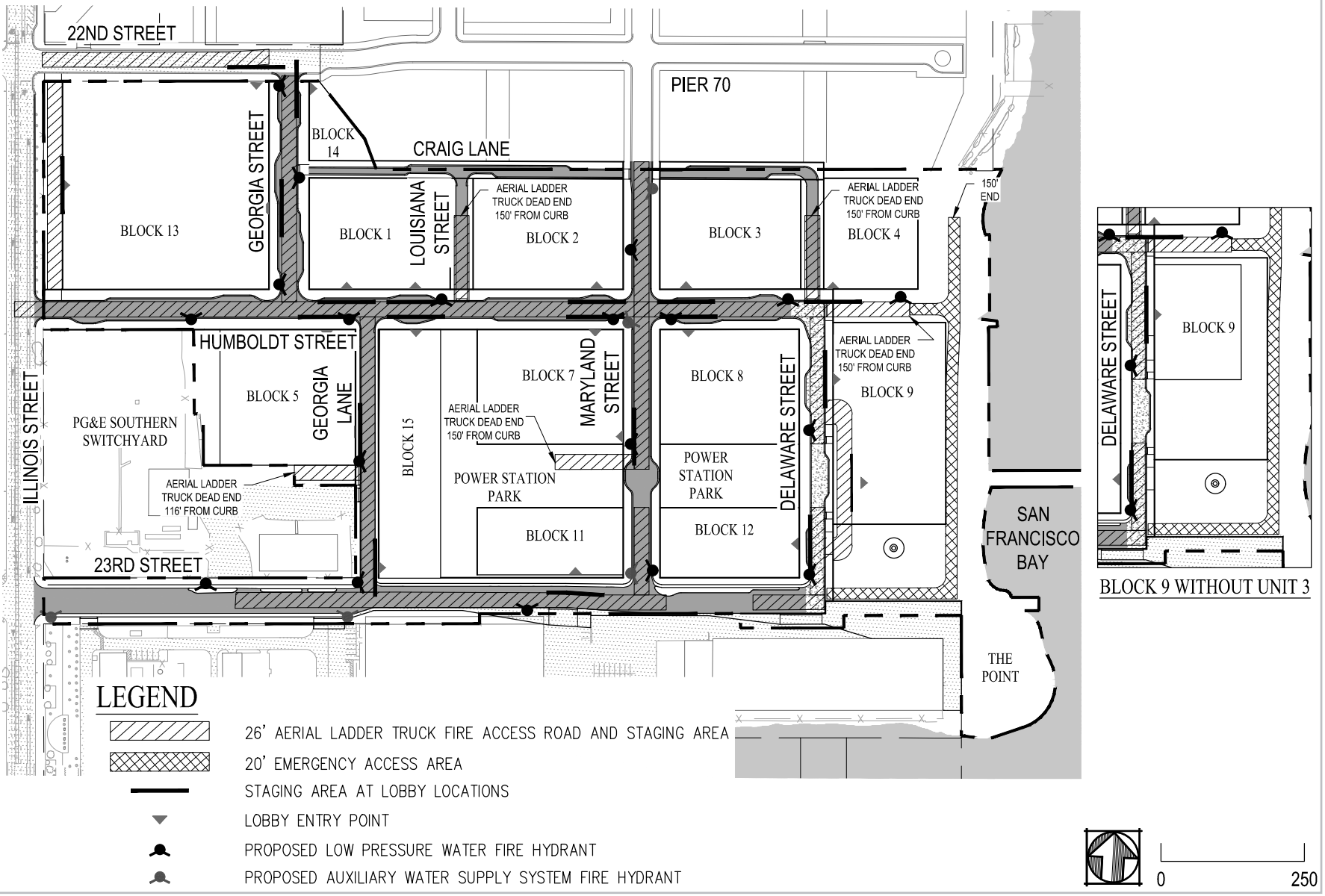


Figure 8.11 Fire Access Plan

9 OPEN SPACE

9.1 Proposed Open Spaces Areas

The proposed Project will provide approximately 6.9 acres of publicly accessible open space. The following is a summary of the major components of the open space network. Please see the D4D Open Space section for a detailed description of the Open Space System. These improvements are intended to complement the planned, adjacent Pier 70 Mixed-Use District open space improvements, extend the Blue Greenway and Bay Trail through the project site, and create an urban waterfront space. The Developer's infrastructure obligations include the design and construction of the open space and park improvements. Key components of the open space program area are described below.

9.1.1 Waterfront Open Space

This proposed approximately 4.0-acre waterfront park will extend the Blue Greenway and Bay Trail from the Pier 70 Mixed-Use District project through the Project Site, and provide spill-out spaces for retail, quiet spaces, and waterfront viewing terraces and recreational area. Additional amenities could include trellis structures, barbeques, a recreational dock, and public art.

9.1.2 Power Station Park and Louisiana Paseo

This proposed 1.92-acre central green space will extend east-west through the interior of the Project Site and connect the Louisiana Paseo to the waterfront. This park could contain play or fitness structures, art, trellis structures, and outdoor picnic areas. Louisiana Paseo will provide flexible use urban plaza spaces.

9.1.3 Rooftop Soccer Field

A public open space is proposed on a portion of the roof of the district parking garage. This rooftop open space would include benches and a screened 0.68-acre U-10 soccer field. The rooftop soccer field will be accessible from the street level by an elevator.

9.1.4 Illinois Plaza

This proposed 0.28-acre linear plaza stretches between 22nd Street and Humboldt Street along the west side of Block 13. The plaza sits over a utility corridor and will serve as an EVA lane.

9.2 Phasing, Ownership, Operation and Maintenance

The new open space system will be constructed in phases to match the Phases of the Project and as depicted on the Phasing Plan, Figure 1.3. The Phase will connect to the existing open space and parks as close to the edge of the Phase area as possible where a logical transition line can be established within the open space improvement features.

The proposed parks and open space will be owned and maintained by the Project Master Association, except for the portions of The Point and Waterfront Park that are owned by the Port. The Port will maintain ownership of these areas, but these areas will also be maintained by the Project Master Association.

The rooftop soccer field will be available for reservation through the San Francisco Recreation and Parks Department athletic field reservation system.

10 UTILITY LAYOUT AND SEPARATION

10.1 Utility Systems

The Project will install public utility systems, including combined sewer system, separated sanitary sewer system, separated storm drain system, low pressure water system, non-potable water system, auxiliary water supply system and dry utility systems.

10.2 Utility Separation Criteria

The proposed utility systems will be designed to provide the required placement and separation criteria in accordance with the City of San Francisco Subdivision Regulations, SFPUC Utility Standards and asset protection standards, California Code of Regulations Title 22, Section 64572 and PUC GO 128. Utility main separation requirements are depicted in Figure 10.1 from the Subdivision Regulations.

10.2.1 23rd Street Utility Considerations

The 23rd Street corridor contains existing underground high voltage electrical lines along the north and south sides of the street. Additionally, SFPUC Power Enterprises is currently implementing their Bay Corridor Transmission and Distribution ("BCTD") Power Enterprises Project. The proposed utilities within the 23rd Street have been carefully planned to provide the required separations from these existing significant components of infrastructure. The alignments of the proposed utilities in 23rd Street will vary in order to provide the required separations to the existing facilities.

10.3 Utility Configurations

The proposed utility systems are designed to connect to the reliable existing adjacent public utility infrastructure facilities. Descriptions of each utility system are provided in Sections 11 through 16. The anticipated configurations of the utility systems within each street complying with the required placement and separation criteria are depicted in Figure 10.2.

10.4 Utility Configurations Variances

The existing underground utilities that are required to be preserved in 23rd Street and Humboldt Street may require exceptions or design modifications for the proposed public utilities within these streets. A formal exception or design modification for any facility that does not meet the SFPUC standards will be requested with the Project construction documents submittal, if necessary.

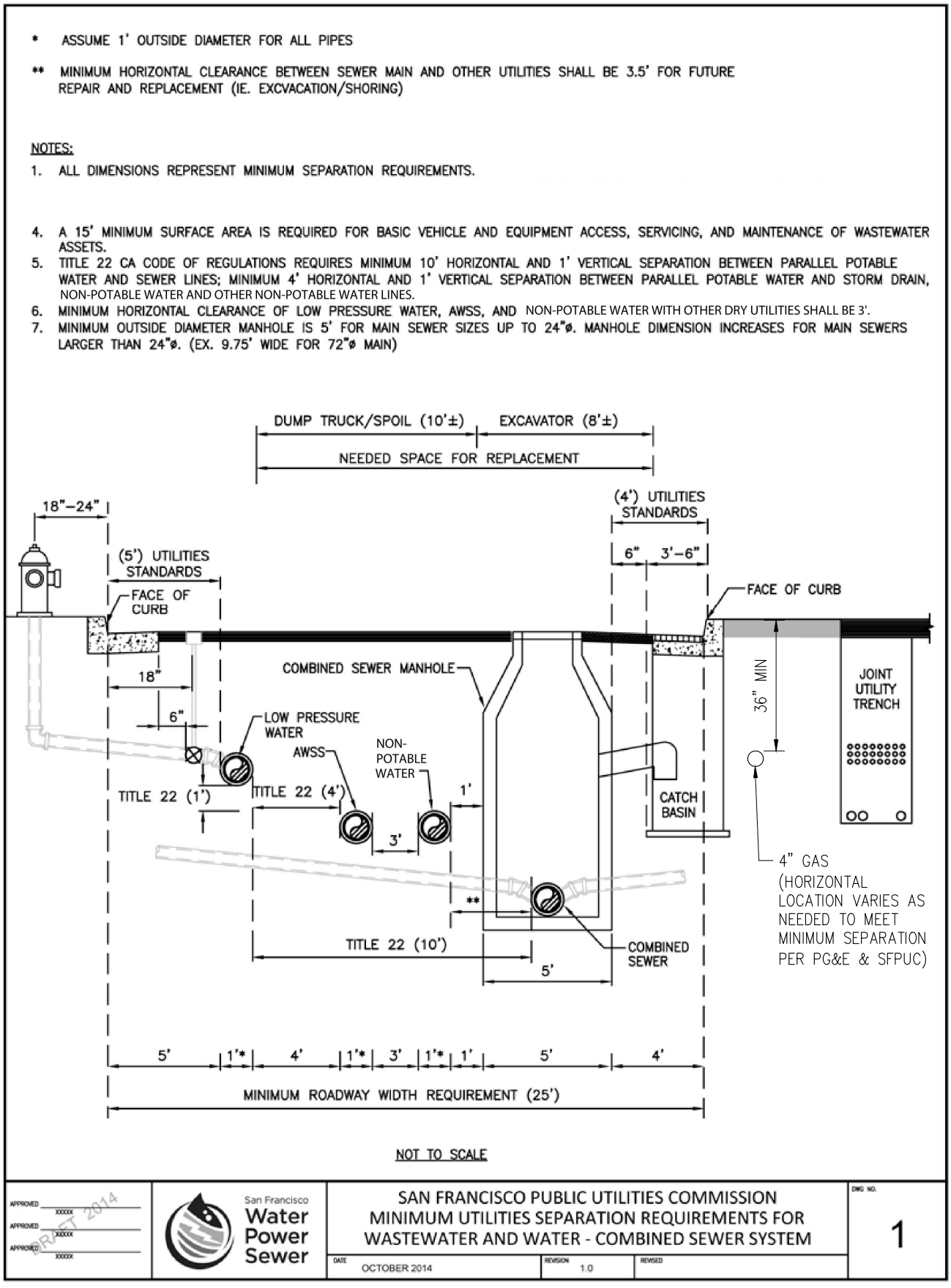


Figure 10.1 Utility Separation Criteria - Combined Sewer

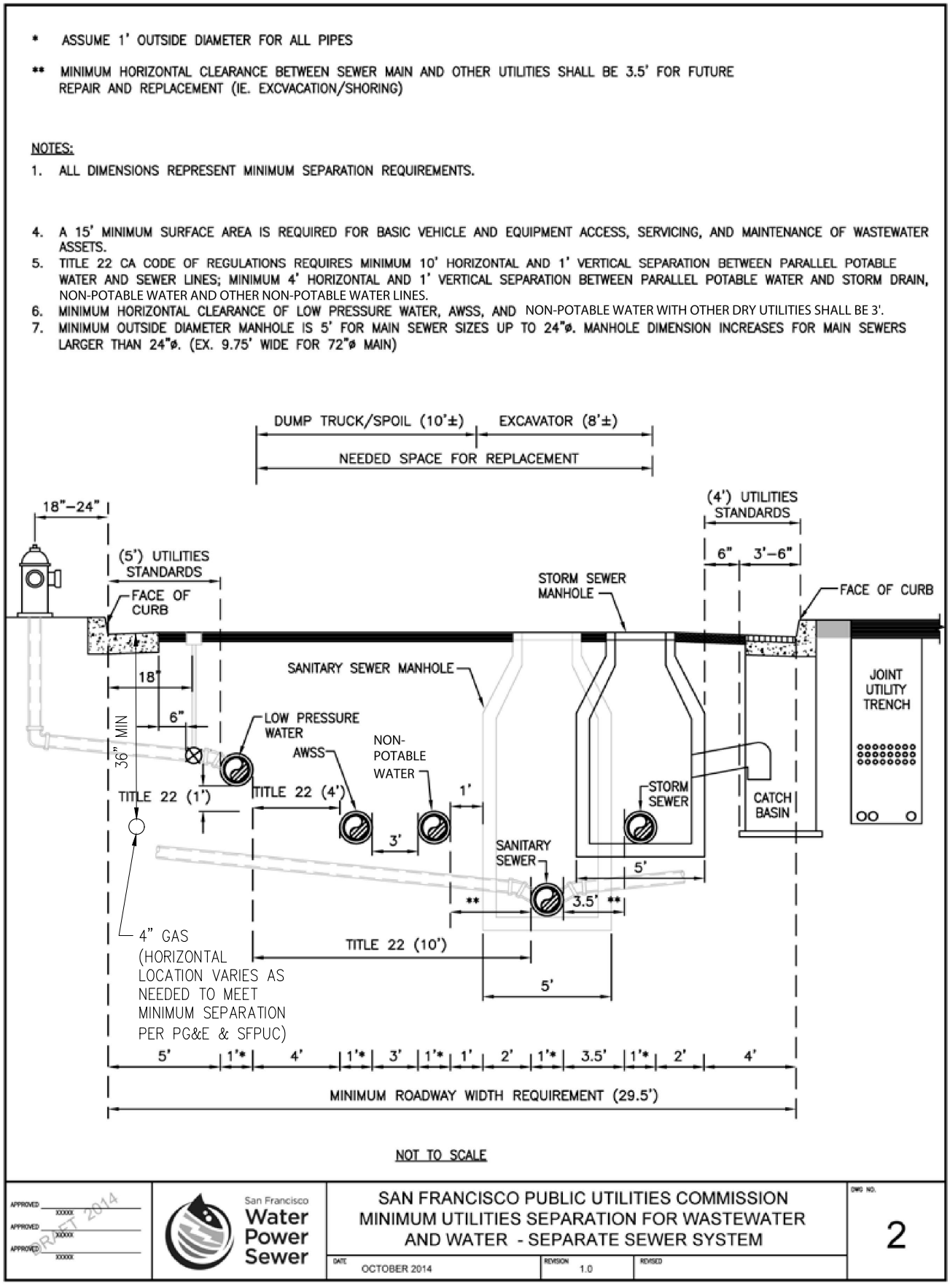


Figure 10.1 Utility Separation Criteria - Separated Sewer

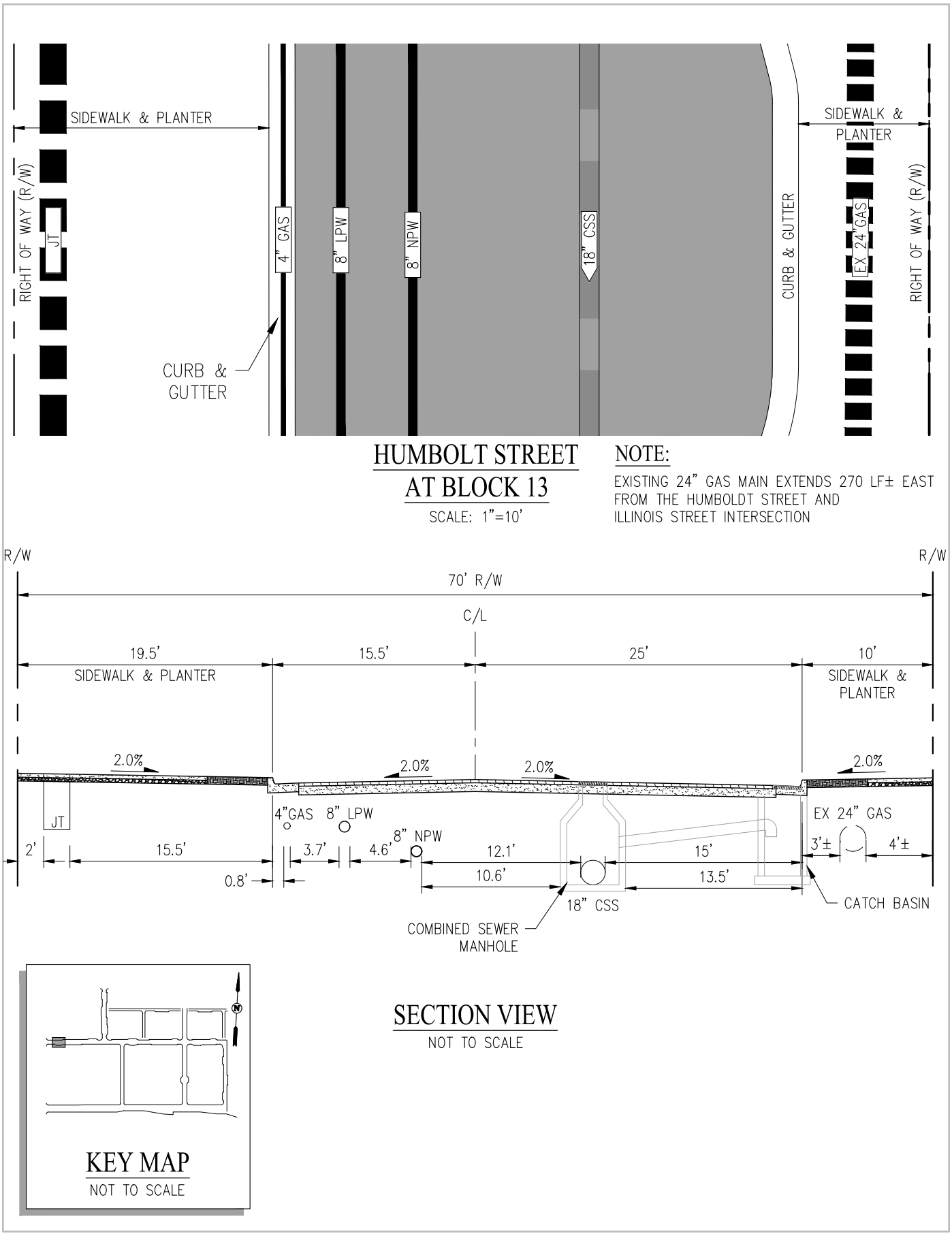


Figure 10.2 Utility Configurations

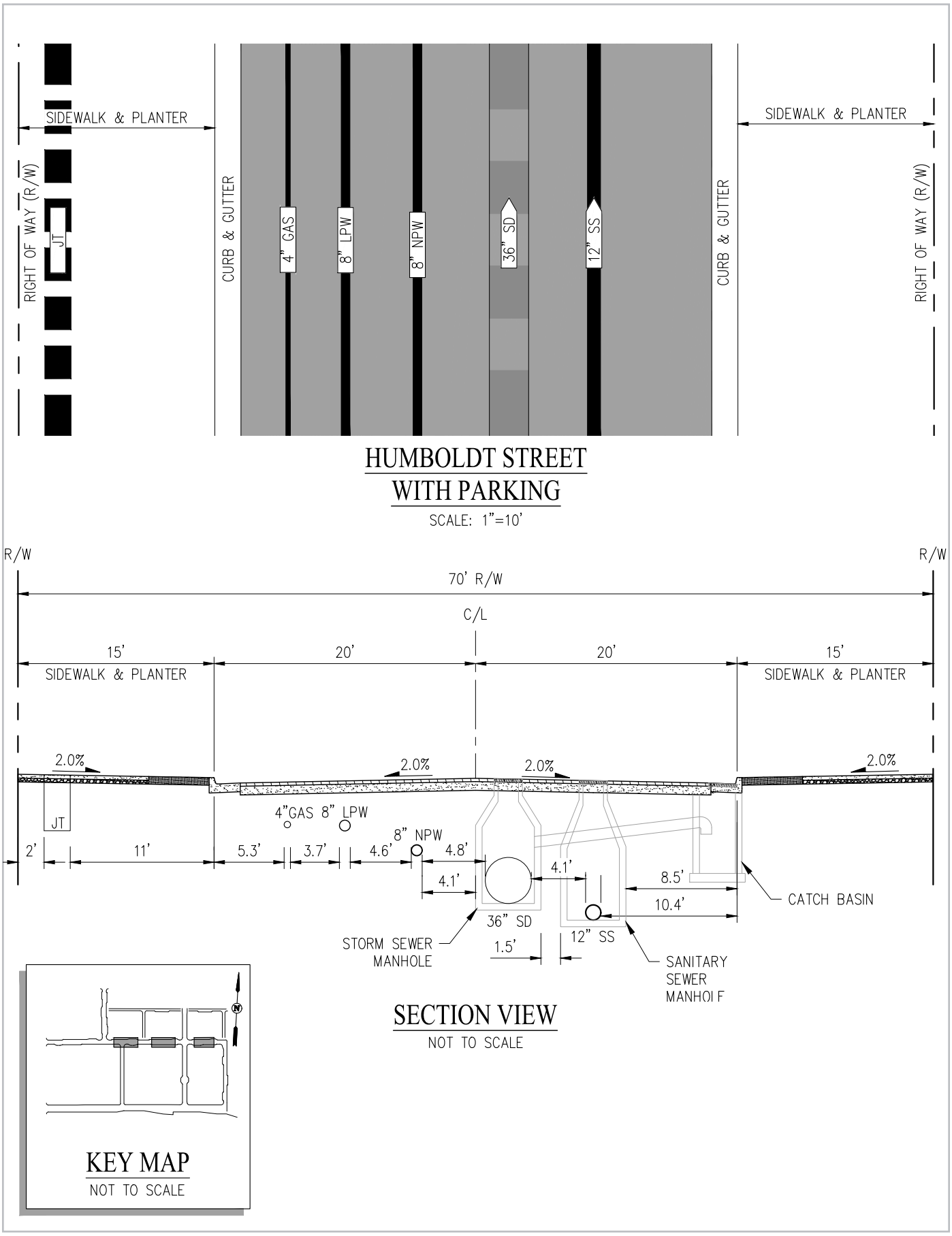


Figure 10.2 Utility Configurations

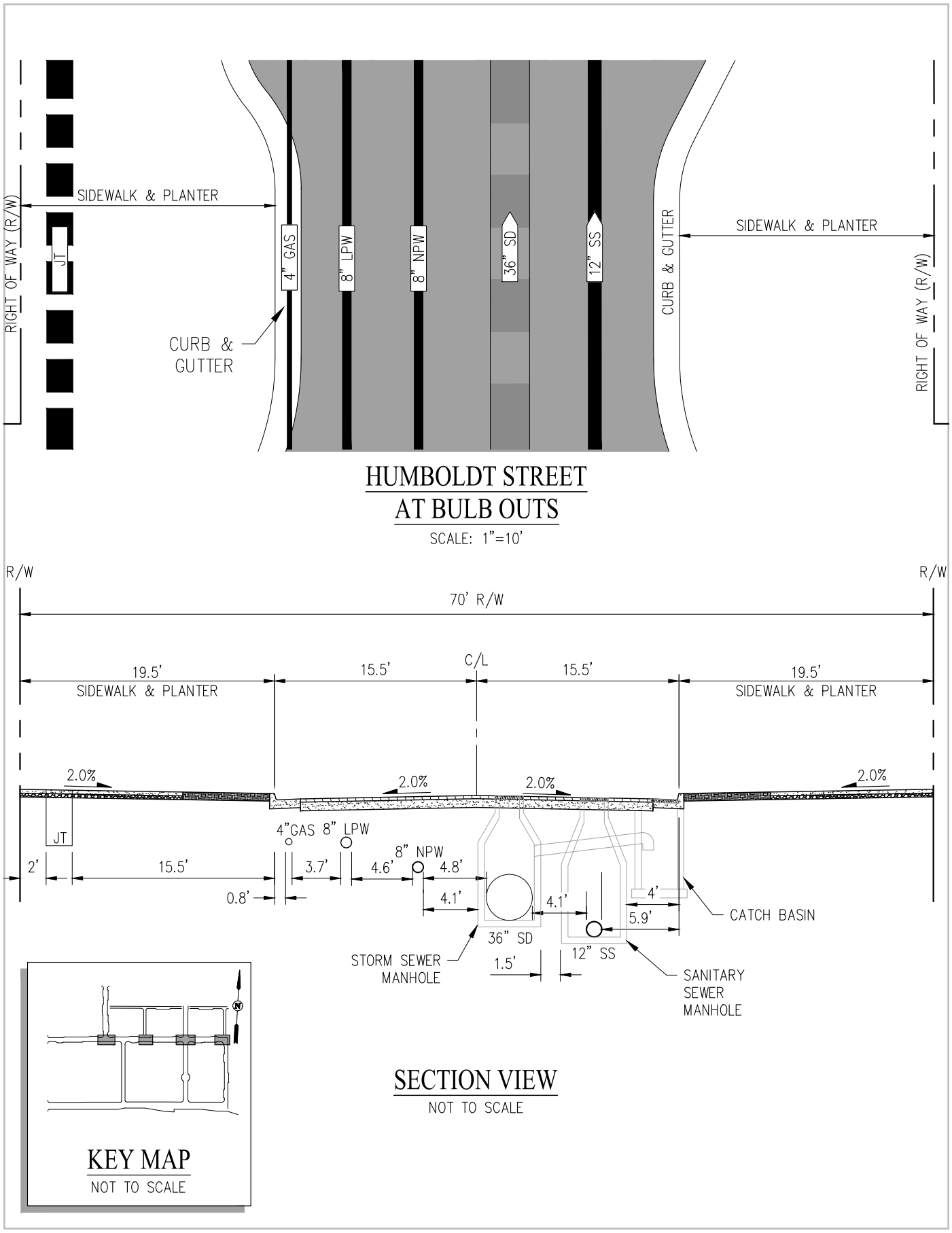
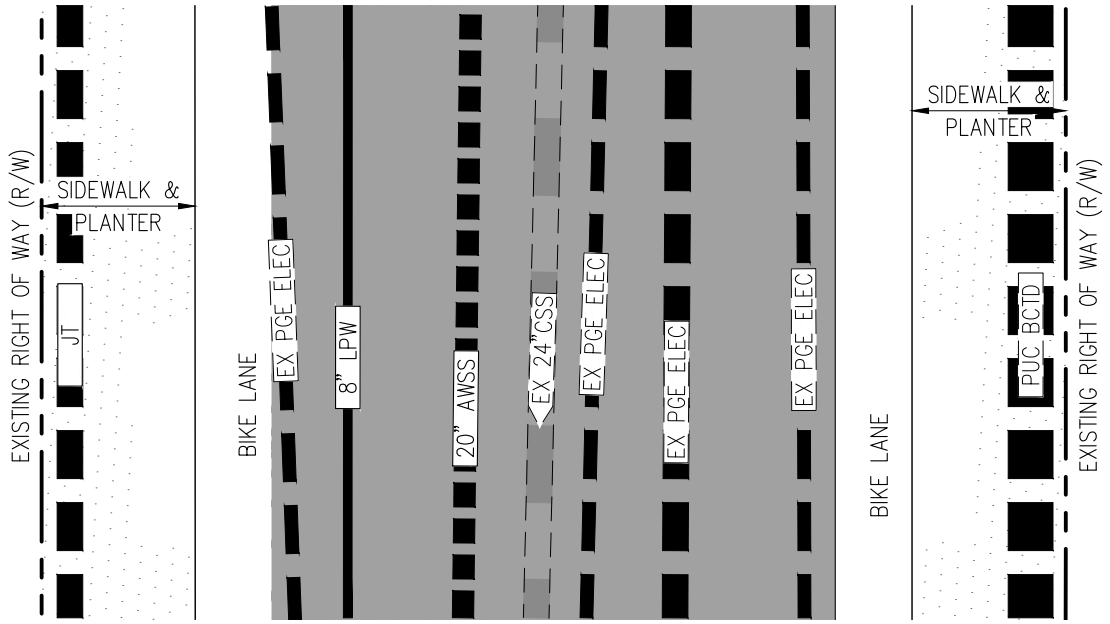
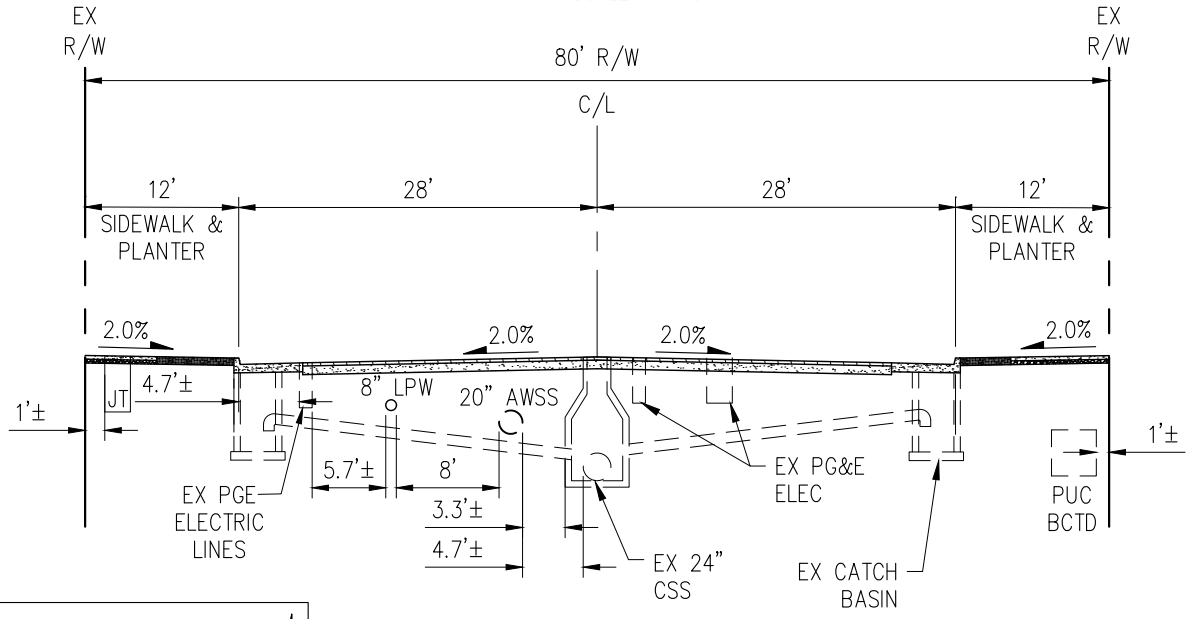


Figure 10.2 Utility Configurations



23RD STREET AT
PG&E SWITCHYARD

SCALE: 1"=15'



SECTION VIEW

NOT TO SCALE

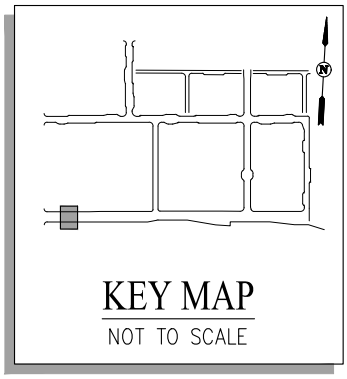
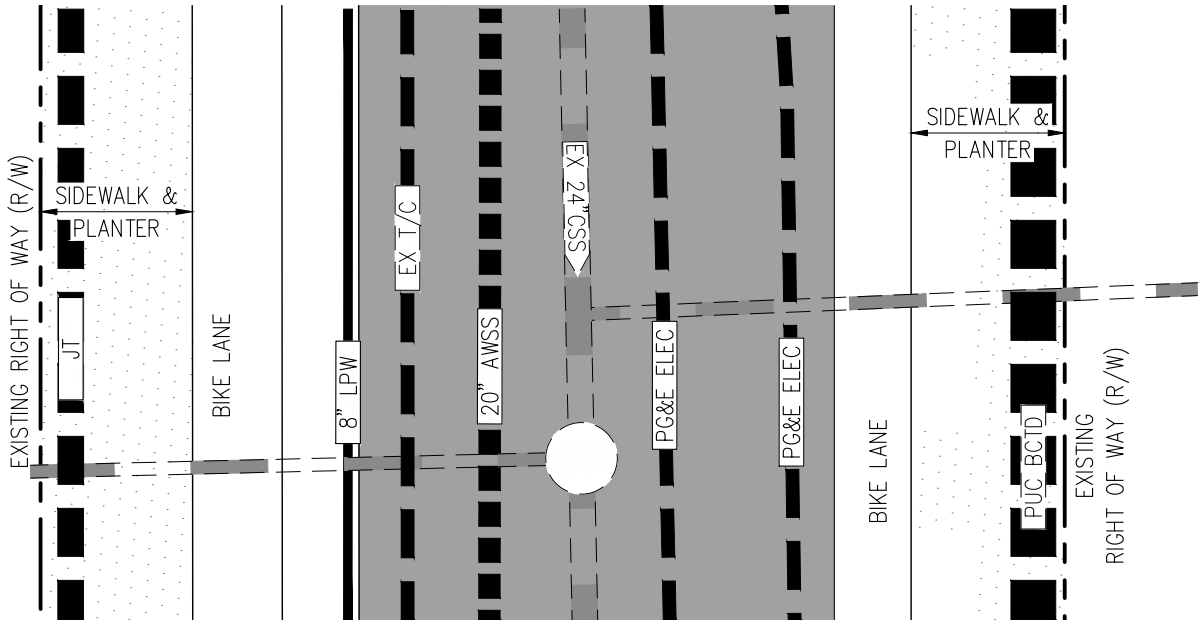
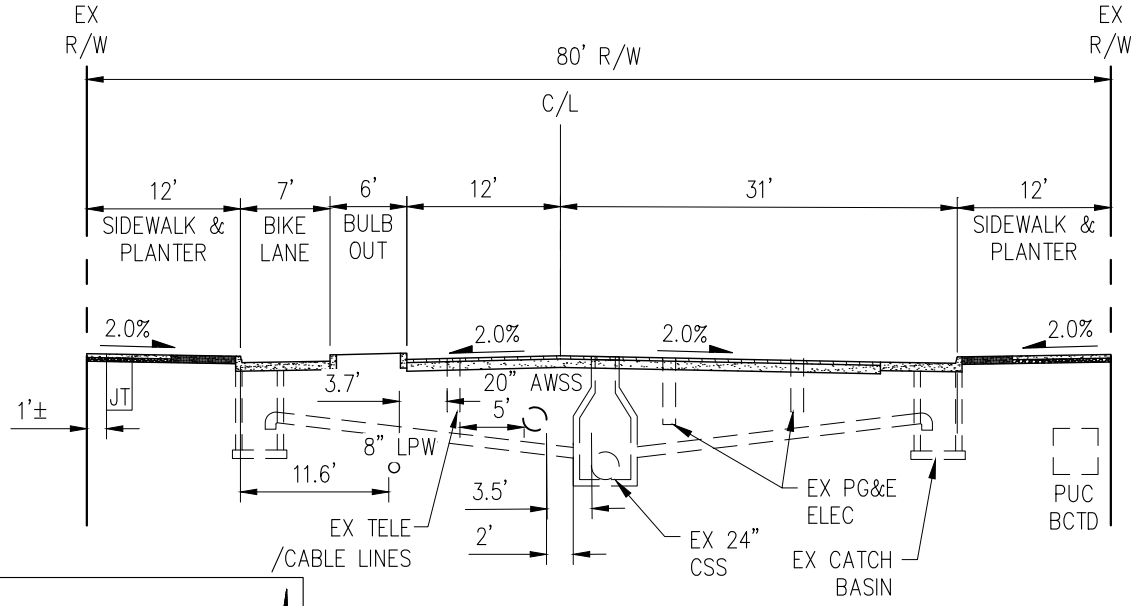


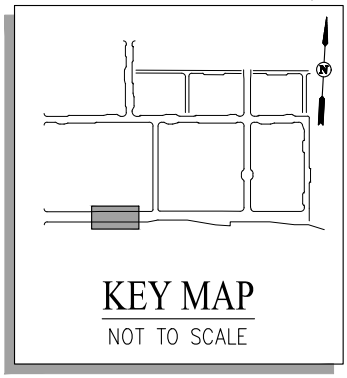
Figure 10.2 Utility Configurations



23RD SREET
AT BULB OUTS
SCALE: 1"=15'



SECTION VIEW
NOT TO SCALE



KEY MAP
NOT TO SCALE

Figure 10.2 Utility Configurations

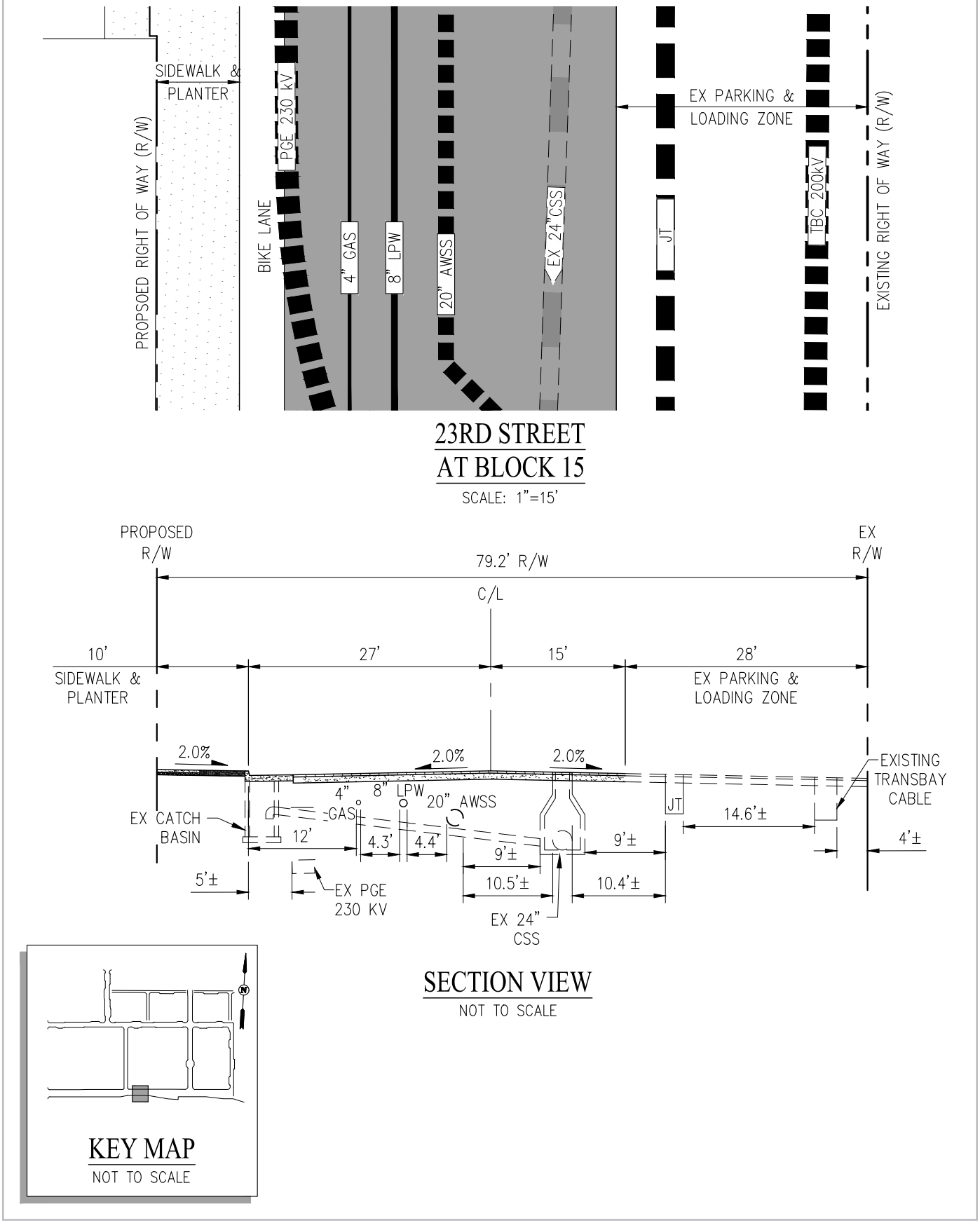


Figure 10.2 Utility Configurations

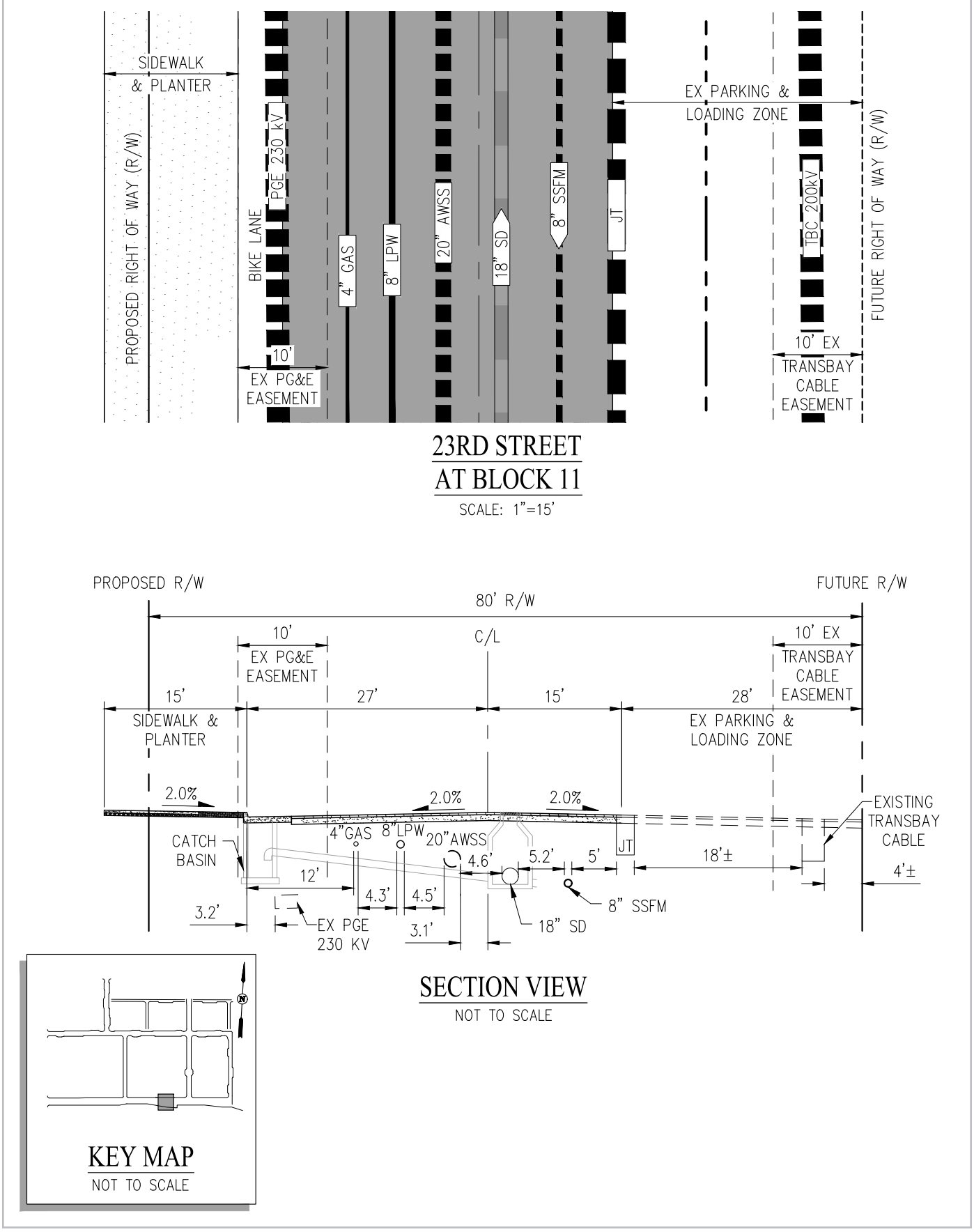
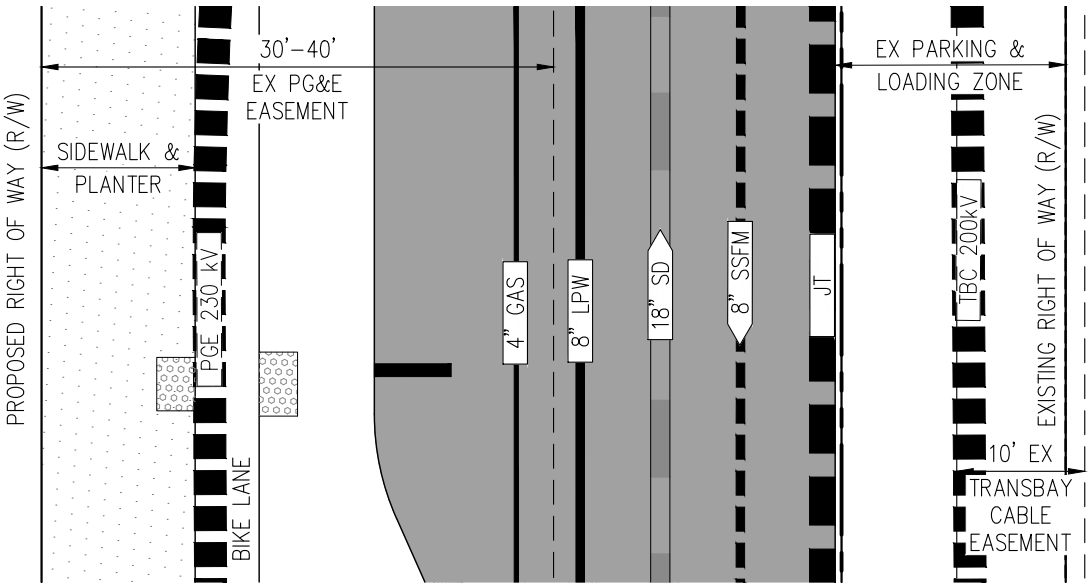
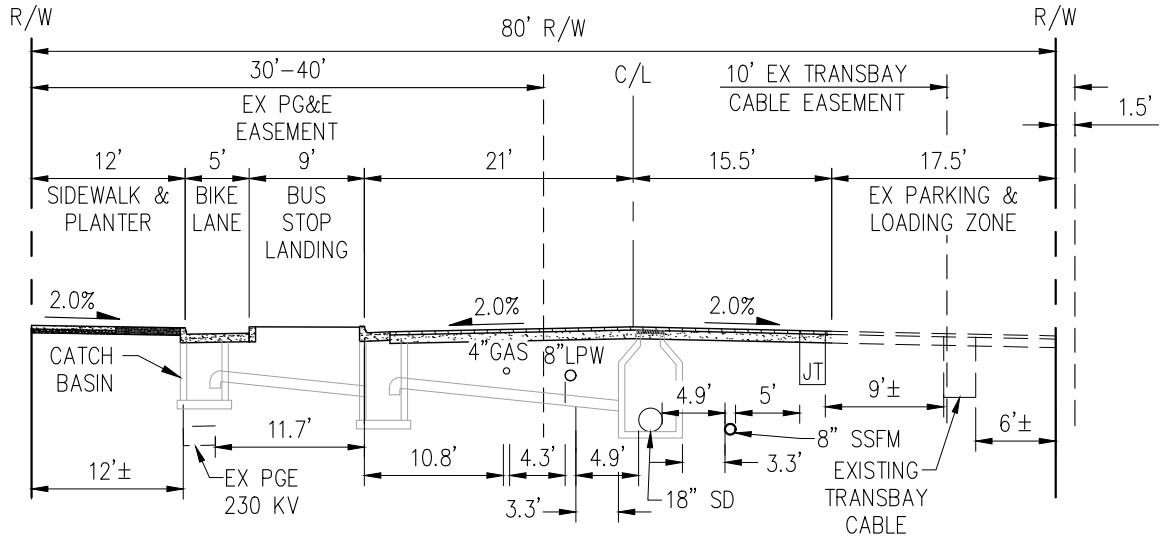


Figure 10.2 Utility Configurations



23RD STREET
AT BLOCK 12

SCALE: 1"=15'



SECTION VIEW

NOT TO SCALE

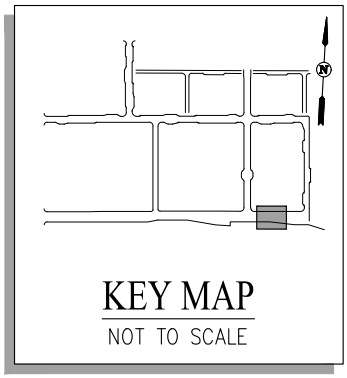


Figure 10.2 Utility Configurations

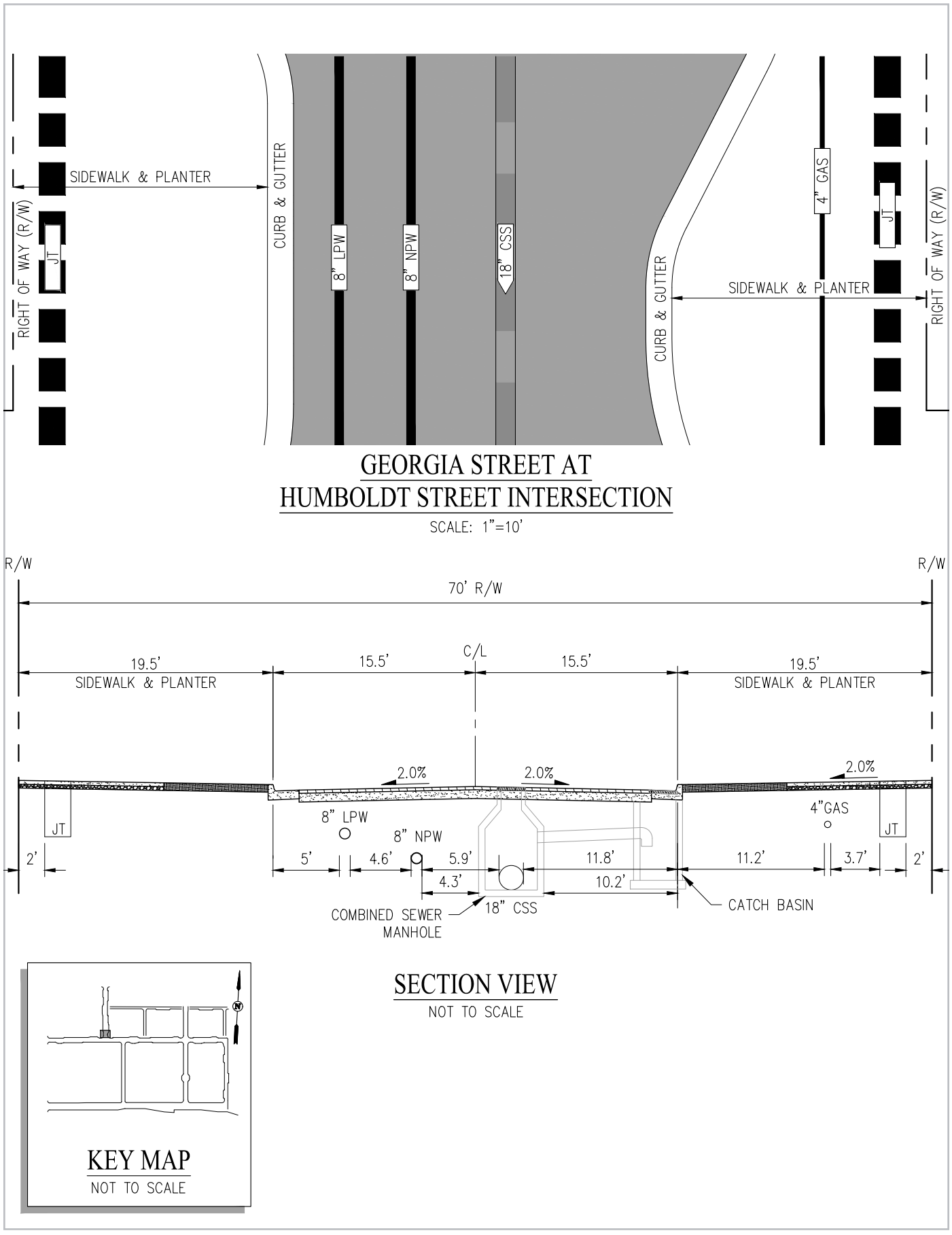


Figure 10.2 Utility Configurations

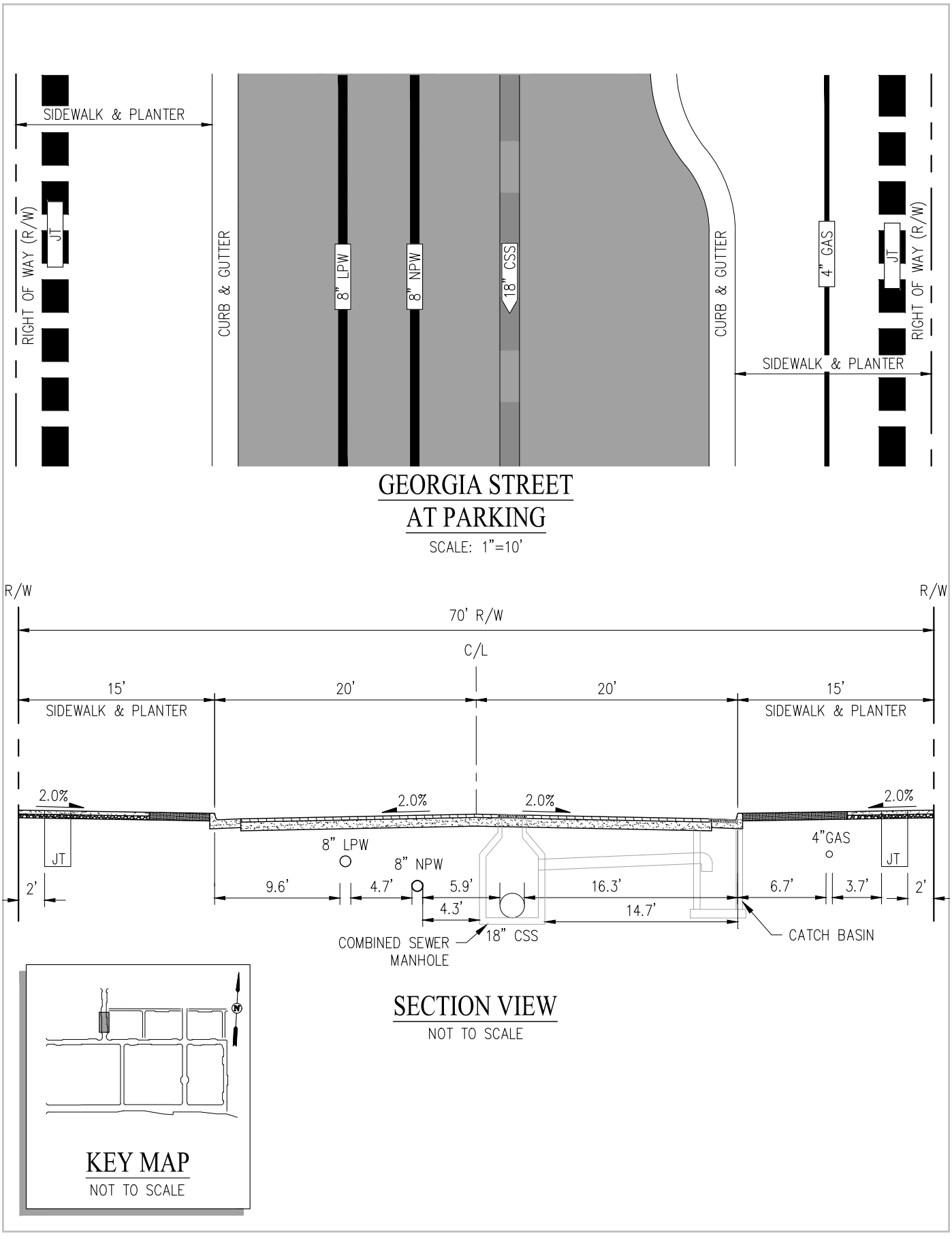


Figure 10.2 Utility Configurations

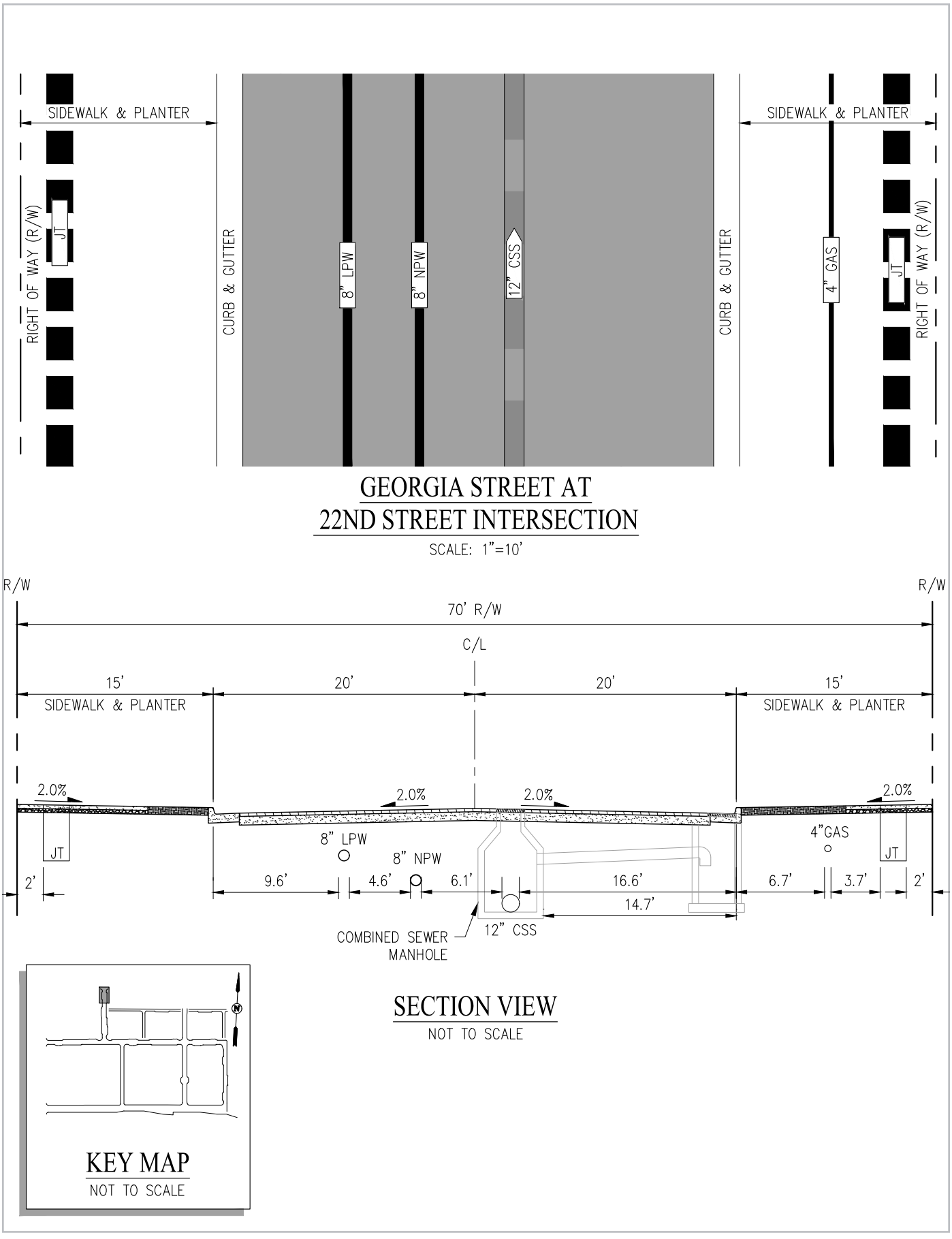
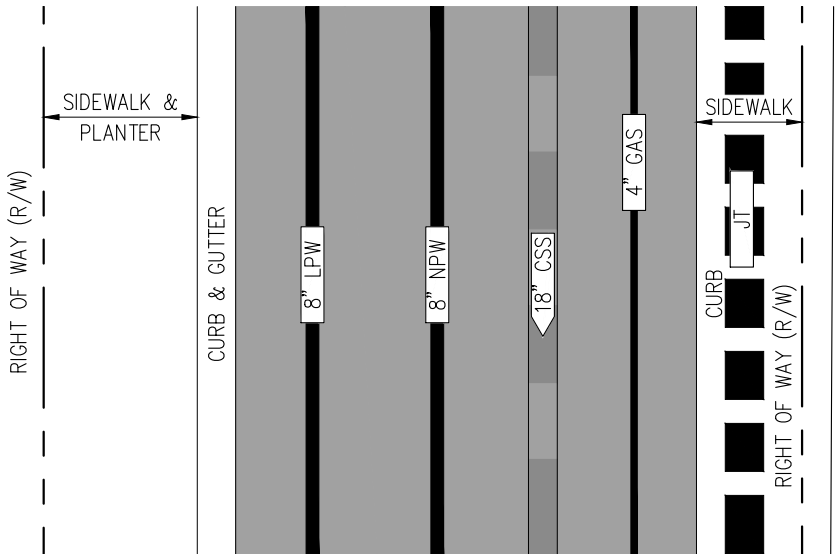
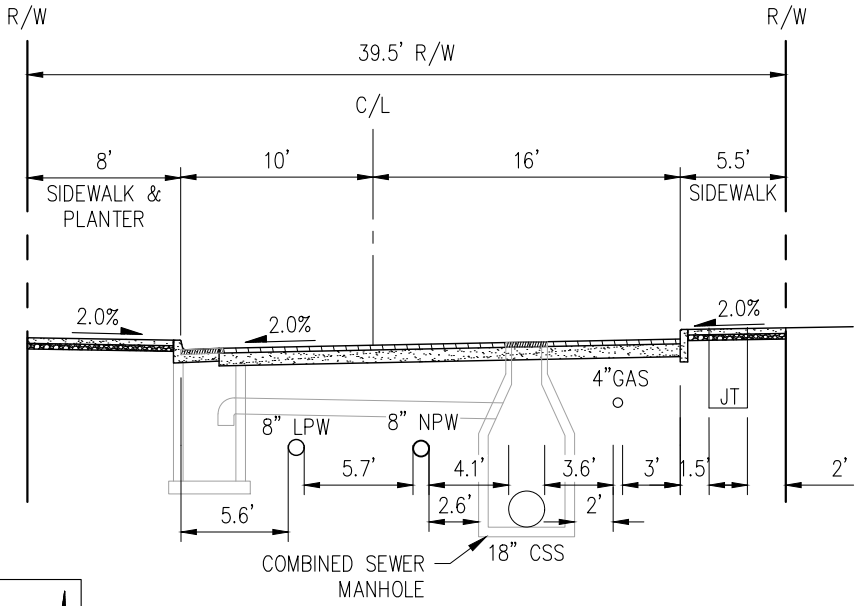


Figure 10.2 Utility Configurations



GEORGIA LANE

SCALE: 1"=10'



SECTION VIEW

NOT TO SCALE

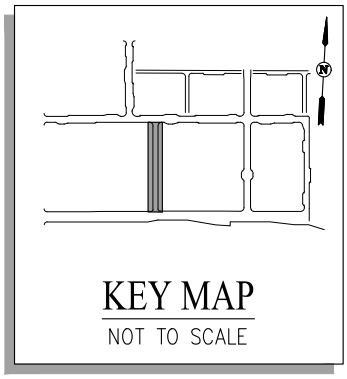


Figure 10.2 Utility Configurations

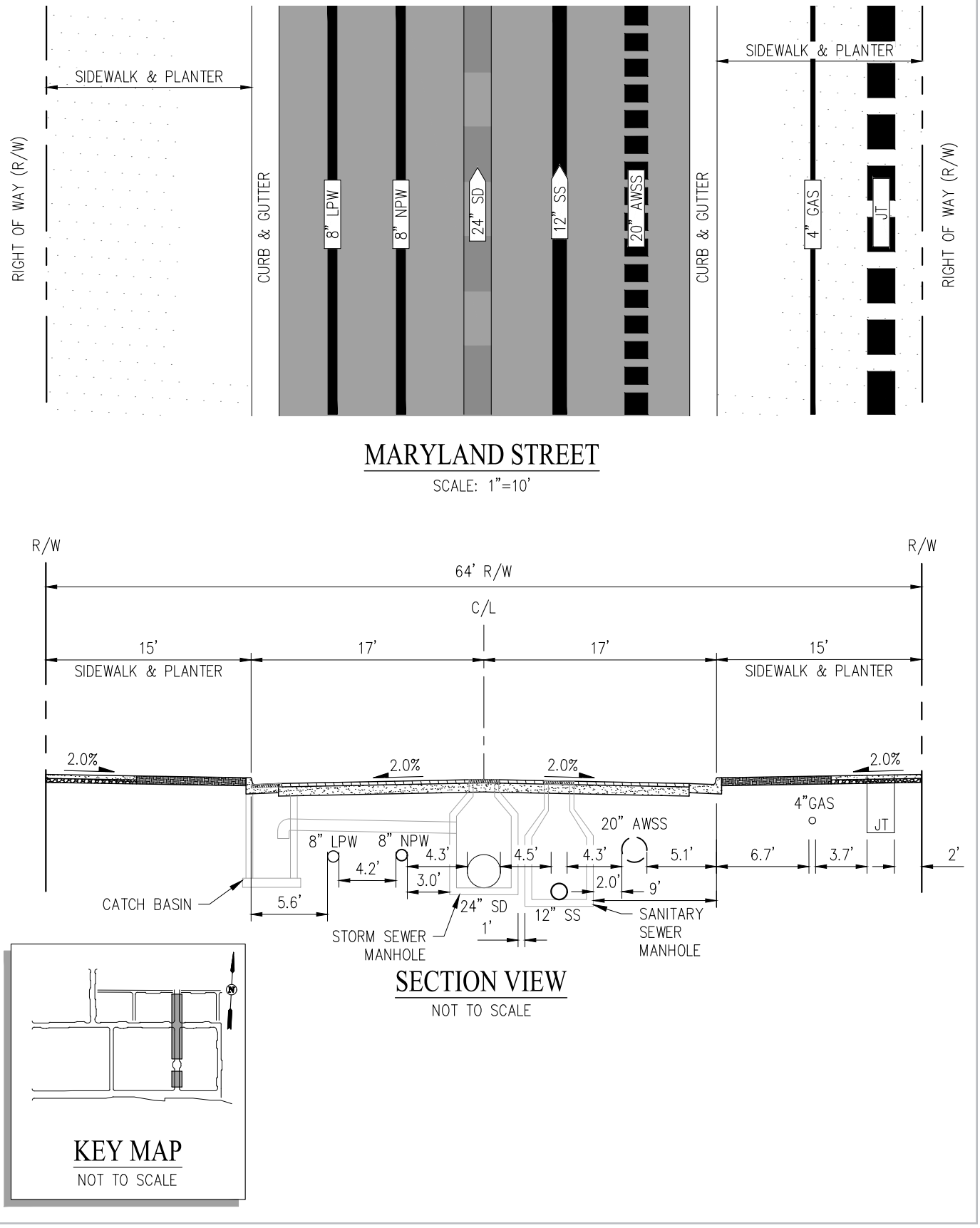
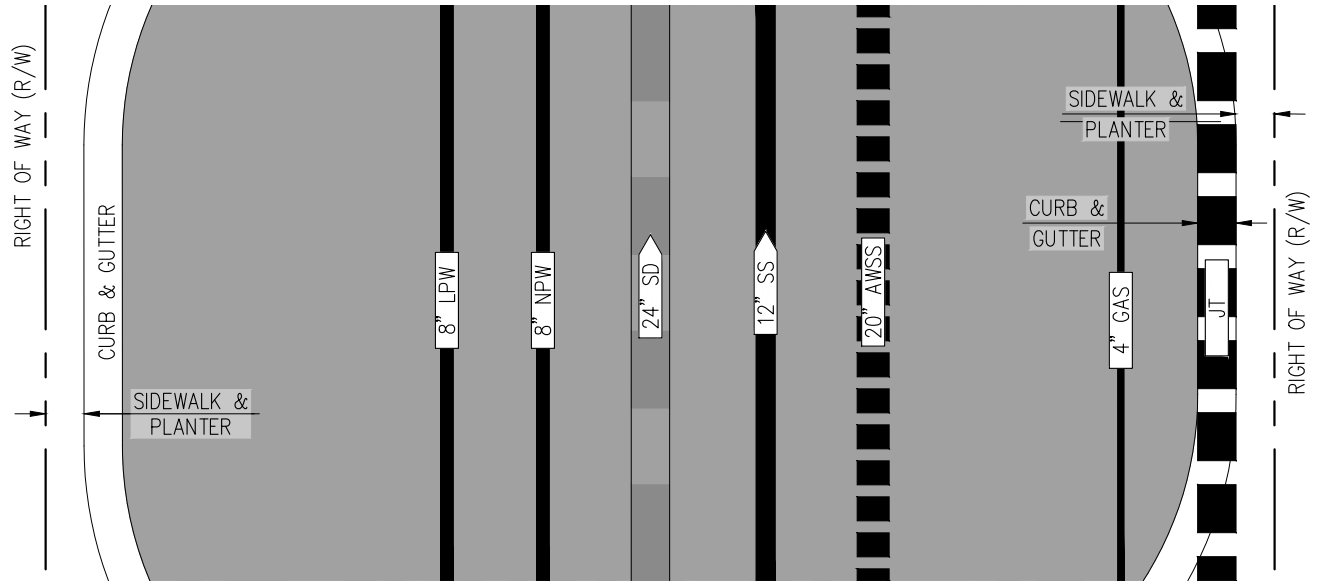
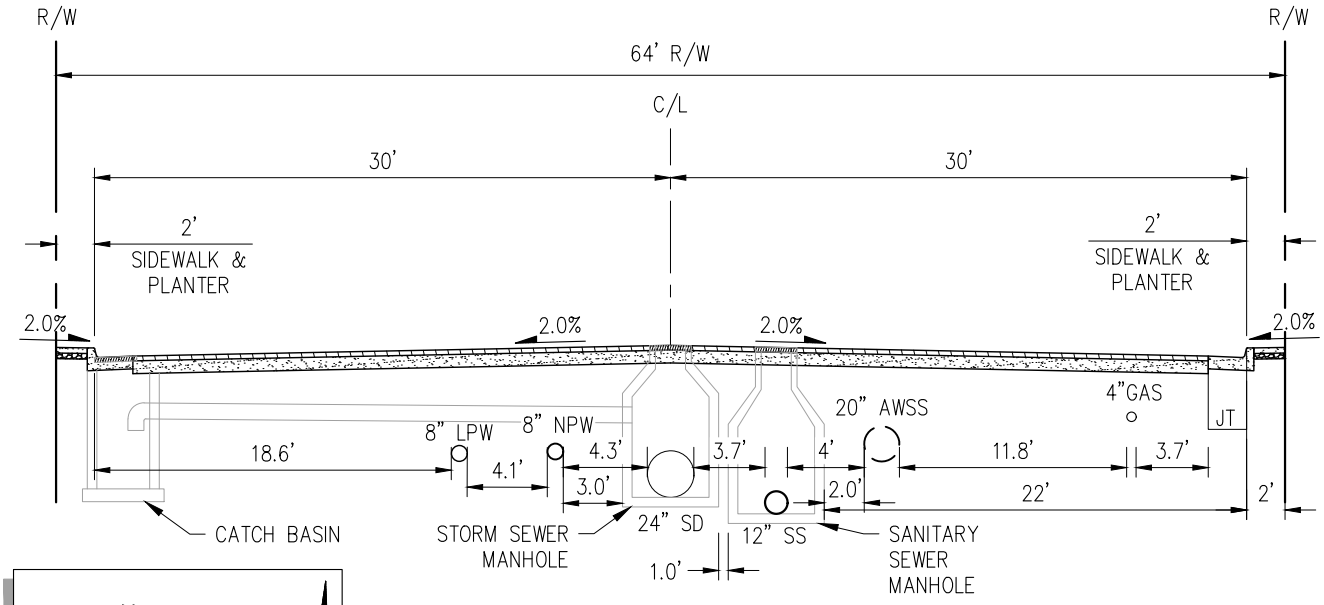


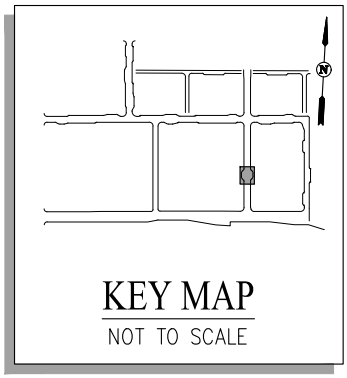
Figure 10.2 Utility Configurations



MARYLAND STREET
AT PARKING
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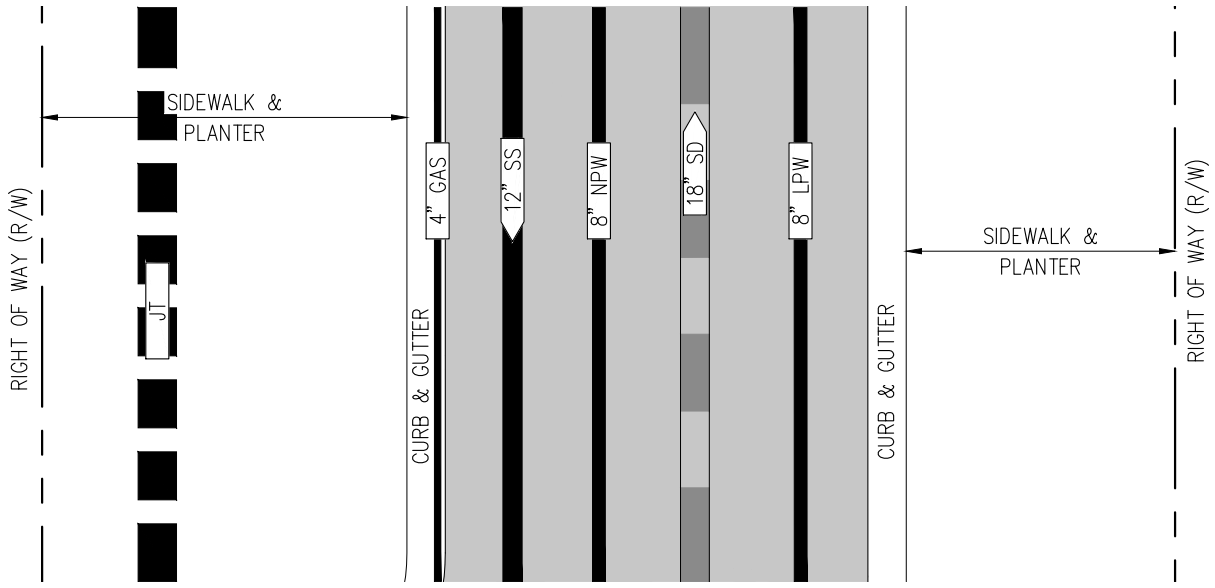


SECTION VIEW
NOT TO SCALE



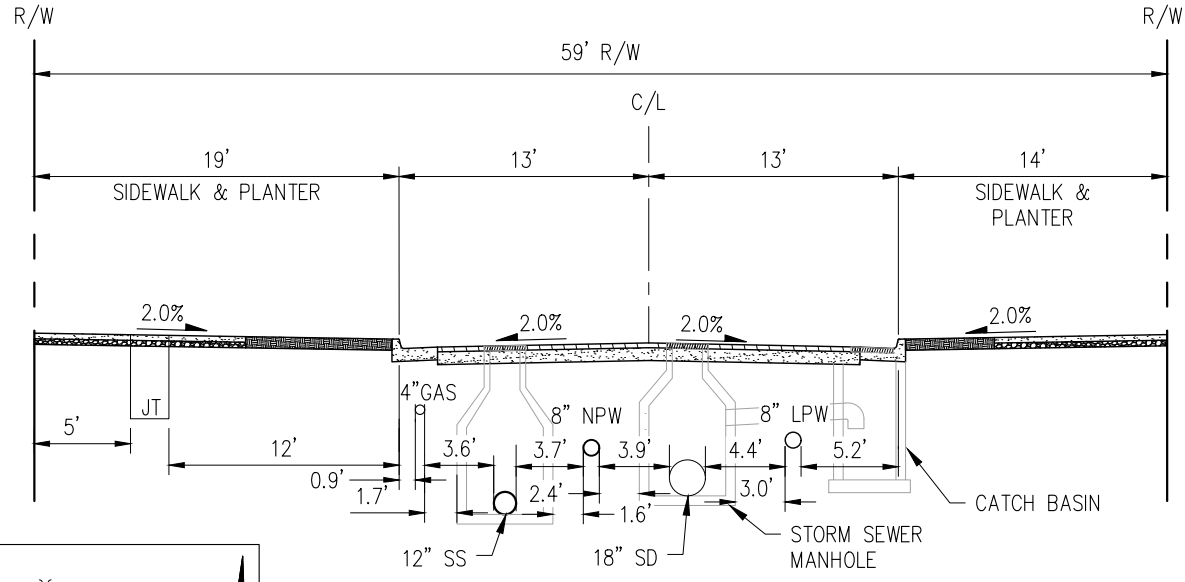
KEY MAP
NOT TO SCALE

Figure 10.2 Utility Configurations



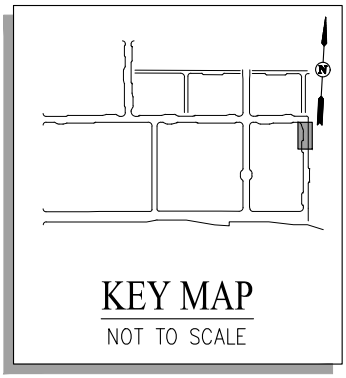
DELAWARE STREET
NORTH OF SEWER PUMP STATION

SCALE: 1"=10'



SECTION VIEW

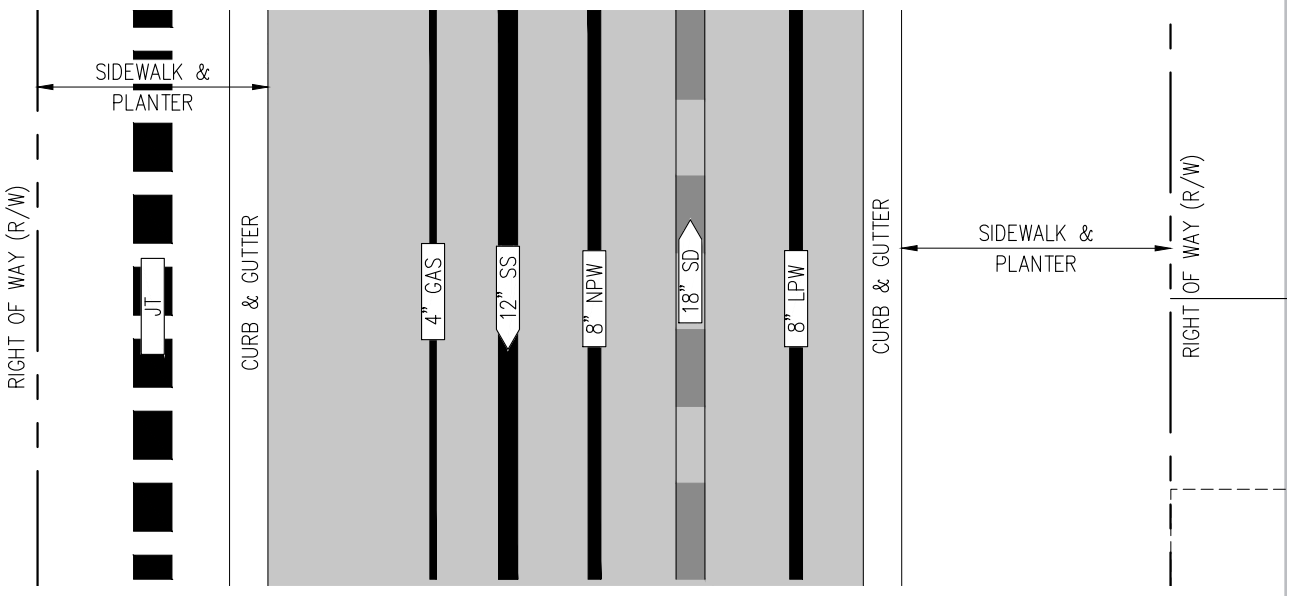
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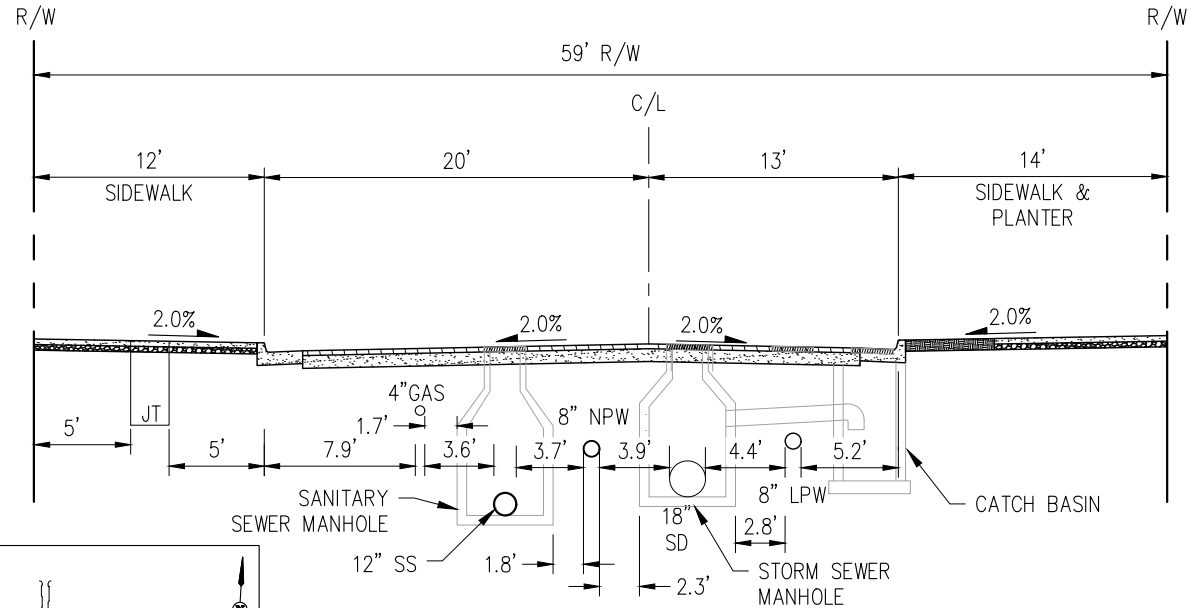
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Figure 10.2 Utility Configurations



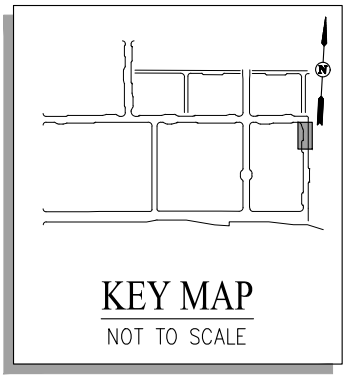
DELAWARE STREET
NORTH OF SEWER PUMP STATION AT PARKING

SCALE: 1"=10'



SECTION VIEW

NOT TO SCALE



KEY MAP

NOT TO SCALE

Figure 10.2 Utility Configurations

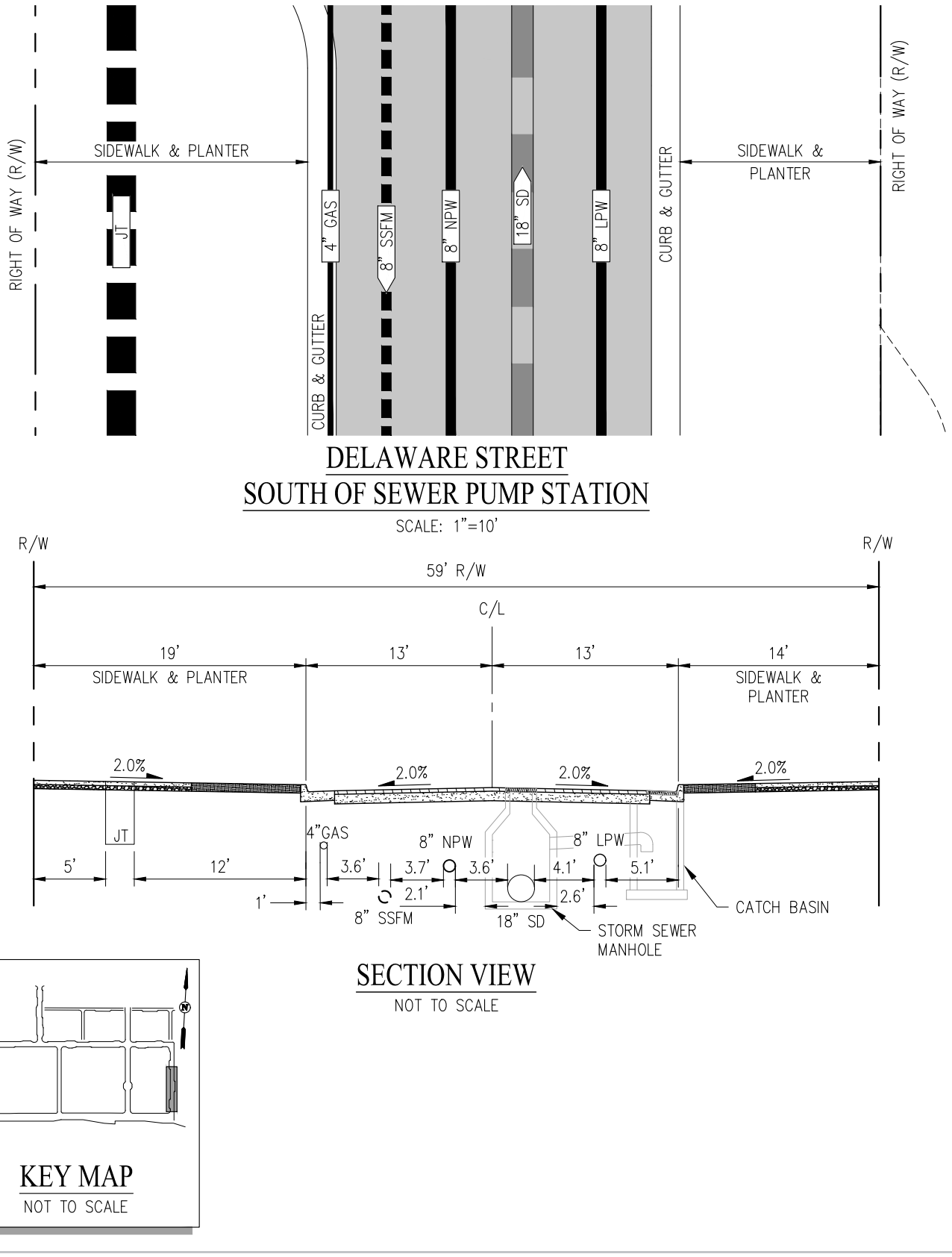


Figure 10.2 Utility Configurations

11 LOW PRESSURE WATER SYSTEM

11.1 Existing Low Pressure Water System

Potable water service will be provided by a water supply, storage, transmission and distribution system operated by the SFPUC. The proposed Project will connect to the SFPUC's Low Pressure Water (LPW) system for domestic supply and fire protection. The existing LPW system within the project vicinity includes eight and 12-inch diameter distribution pipelines and low-pressure fire hydrants within 22nd Street, Illinois Street and 23rd Street. Existing potable water services and fire services to the Project Site are located along the 23rd Street frontage and at the intersection of Illinois Street and Humboldt Street.

There was an existing robust on-site private fire protection system within the Project Site to provide fire protection for the decommissioned PG&E Power Plant. This system has mostly been abandoned with the closure of the Power Plant and demolition of the Tank Farm. The existing on-site private potable and fire water systems will be abandoned and removed as part of the site demolition.

11.2 Proposed Low Pressure Water System

11.2.1 Project Potable Water Demands

The proposed Project water demands are summarized in Table 11.1 below and in the Low-Pressure Water Master Plan ("LPWMP") and Project Water Demand Memo included in Appendices C and D. The Project's water demands have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. The proposed low-pressure water system has been planned based upon the Maximum Residential Development Program scenario which generates the highest water demand. The required fire flows are consistent with the California Fire Code – Appendix B. The proposed Project includes district or centralized wastewater treatment plants that will divert, treat and reuse wastewater and rainwater for non-potable uses within the project. The use of non-potable water will reduce the potable water demand. This is reflected in the calculated water demands below.

Table 11.1. Potable Water Demands

Project Potable Water Demands	
Design Scenario	**Demand**
Domestic Average Day Demand ("ADD")	251,000 gpd
Maximum Day Demand ("MDD") including 1.2 peaking factor	301,200 gpd
Peak-Hour Demand ("PHD") including 2.65 peaking factor	665,150 gpd
Required Fire-Flow (2,000 gpm x 4 hours)	480,000 gpd
Maximum Potable Water Demand (Maximum Day Demand + Required Fire Flow)	**781,200 gpd**

11.2.2 Project Potable Water Supply

In accordance with the California Water Code, SFPUC has prepared and approved a revised Water Supply Assessment for the proposed Project. The results of this assessment conclude the SFPUC has sufficient short term and long-term water supplies to serve the proposed Project. See the approved revised Water Supply Assessment in Appendix D.

11.2.3 Project Low Pressure Water Distribution System

The proposed Project will include the design and construction of the proposed LPW system by the Developer. The proposed LPW system will be owned and maintained by the SFPUC upon completion and acceptance of the improvements. The proposed LPW system is depicted on Figure 11.1. The proposed LPW system is anticipated to consist of a network of 8-inch diameter low pressure water mains, fittings, valves, fire hydrants, service laterals, meters and appurtenances. The final LPW system pipeline sizes will be verified by the PUC's review of the hydraulic modeling in the Master Utility Plan.

The proposed LPW system will connect to the existing LPW system within 22nd Street, 23rd Street and Illinois Street. The existing 8-inch diameter main within 22nd Street is proposed to be replaced and relocated with the Pier 70 project. The project will connect to either the existing main or the replaced pipeline, depending on the timeframe of the Project connection relative to the Pier 70 improvements. The Project may replace the existing LPW main in 23rd Street as necessary to meet separation requirements to other utilities and proposed improvements as outlined in Section 10. The proposed LPW system will also connect to the existing 8-inch diameter pipeline in Illinois Street at the intersection with Humboldt Street.

The proposed LPW mains will be placed within the proposed Project public streets or within private property with a Public Utility Easement (Humboldt Plaza). The vertical and horizontal separation distances to other utilities will be consistent with the requirements outlined in Title 22 of the California Code of Regulations, the SFDPW 2015 Subdivision Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02. The typical utility locations within each street section are depicted on Figure 10.2.

SFPUC will perform the required disinfections of new mains and connections to existing mains at the Developer's cost.

11.2.4 Low Pressure Water Design Criteria

The proposed LPW system is required to maintain a minimum system pressure of 20 psi and a maximum velocity of 14 fps maximum velocity during MDD plus Fire Flow design scenario. The LPW system will also maintain 40 psi minimum residual pressure and eight fps maximum velocity during PHD. The proposed LPW water system is modeled in the LPWMP to confirm the proposed system meets the pressure and flow requirements in each design scenario.

11.2.5 Proposed Low Pressure Water Fire Hydrant Locations

The LPW system will be the primary fire water supply for the Project Site. The proposed LPW fire hydrants will have a maximum radial separation of 300-feet between hydrants, or as specified in the California Fire Code – Appendix C. Additionally, the LPW hydrants will be placed within 100-feet of building fire department connections. The proposed LPW fire hydrant locations are depicted on Figure 11.2. The LPW system will be designed to provide the maximum daily demand plus a design fire flow of 2,000 gpm for a duration of 4 hours. The 2,000 fire flow will provide adequate fire protection for new and reuse construction per the California Fire Code – Appendix B. The Project will coordinate with the SFFD for the final locations of LPW fire hydrants within and surrounding the Project.

11.3 Low Pressure Water System Phasing

The proposed Project will design and install the new LPW system in phases as needed to support each proposed Development Phase consistent with the Project Phasing Plan. The extent of the proposed LPW system installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed LPW system within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. The first Phase of development will include two points of connection to the existing LPW facilities within the vicinity of the Project, anticipated to be at 23rd Street and at either the 22nd Street / Georgia Street intersection or Humboldt Street / Illinois Street intersection. The second connection for Phase 1 to facilities in 22nd Street is subject to the status of redevelopment with the PG&E Sub-Area. These second connections through the PG&E Sub-Area will likely be interim, constructed to SFPUC standards but replaced once the final improvements within Maryland Street, Georgia Street and Humboldt Street are constructed. The timing of the Maryland Street connection is subject to PG&E completion of remediation within the Tank Farm area and Pier 70 development timeline Repairs or replacements of the existing facilities surrounding the Project will be made as necessary to support each proposed Development Phase. Interim LPW systems may be constructed and maintained by the Developer as necessary to maintain existing LPW facilities operational.

The SFPUC will be responsible for maintenance of existing LPW facilities. The SFPUC will be responsible for the new LPW facilities once construction of each Development Phase or a new LPW facility is complete and accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase. For each Development Phase, the Developer will provide Phasing Plans depicting the existing LPW facilities and proposed phase of LPW facilities. The Plans and supporting reports will demonstrate that the proposed phase of LPW facilities will provide the required pressures and flow for that Development Phase.

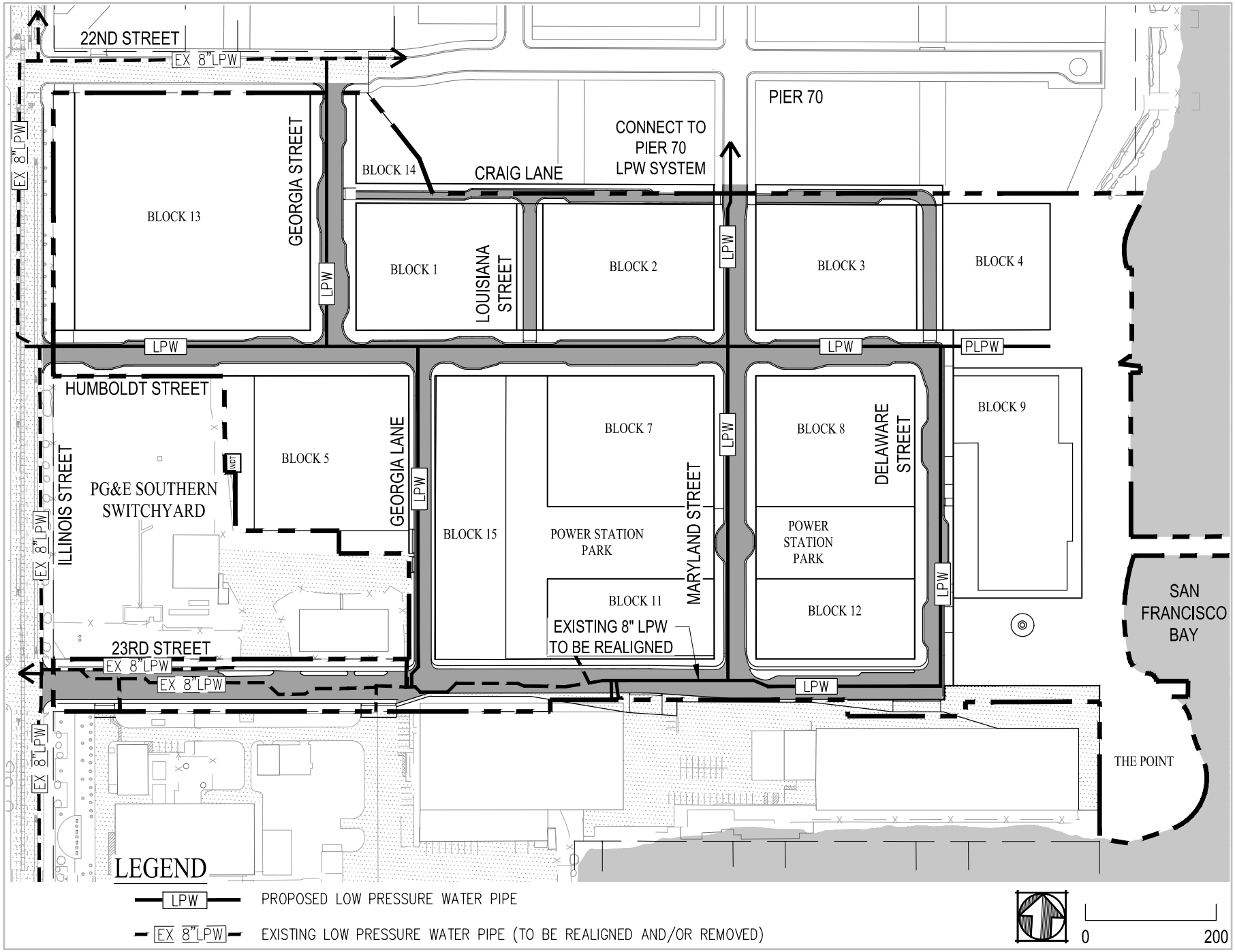


Figure 11.1 Low Pressure Water System

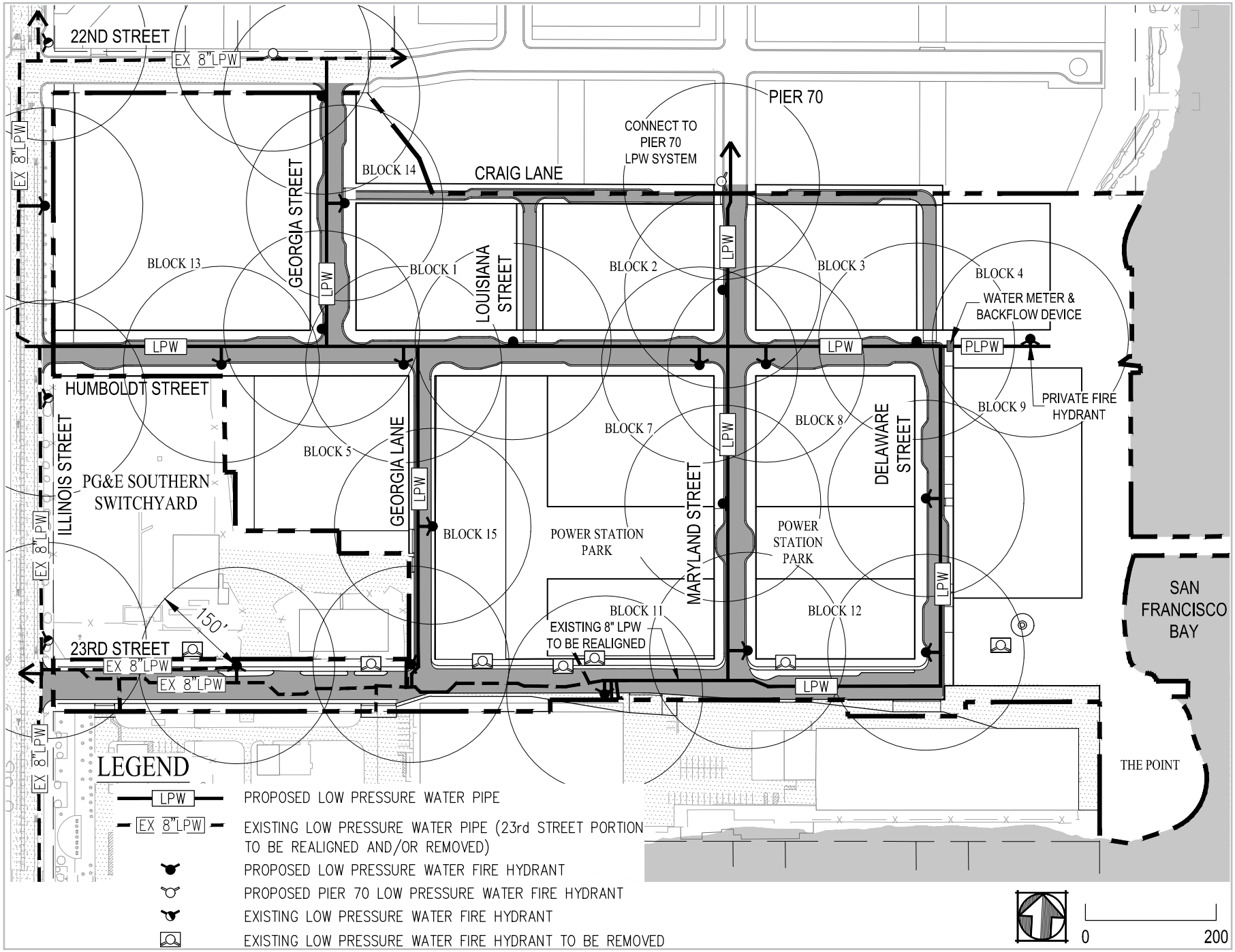


Figure 11.2 Proposed Fire Hydrant Locations

12 NON-POTABLE WATER SYSTEM

12.1 Existing Non-Potable Water System

The City's recycled water system does not currently extend to or serve the Project Site. The City does not have existing recycled water facilities within the vicinity of the Project Site.

12.2 Proposed Non-Potable Water Demands

The estimated non-potable water demands associated with the Project are summarized in Table 12.1. The Project non-potable water demands, associated with flushing, irrigation and cooling towers, have been calculated using the SFPUC's Non-Potable Water Program District Scale water calculator. The Project non-potable water system has been planned based upon the Project Variant Development Program scenario which generates the highest project non-potable water demands. See the Project Water Demand Memo in Appendix D.

Table 12.1. Non-Potable Water Demands

Project Non-Potable Water Demands	
Design Scenario	**Demand (gpd)**
Average Day Demand (ADD)	79,500
Maximum Day Demand (MDD) – Peaking Factor 1.4	111,300
Peak-Hour Demand (PHD) – Peaking Factor 3.0	238,500

12.3 Proposed Non-Potable Water System

The Project is located within the City's Designated Recycled Water Use Area and is subject to the Recycled Water Ordinance. Additionally, the Project is subject to the Non-Potable Water Ordinance.

The project will pursue one of the following three options for complying with the City's Non-Potable Water Ordinance. The section of non-potable water treatment system option will be made prior to the Phase 1 Street Improvement Permit.

- Localized district wastewater collection and treatment plants will treat wastewater generated within certain development blocks to comply with Article 12C of the San Francisco Health Code and deliver to Development Parcels through a new private non-potable water distribution system either within the public right-of-way or privately-owned parcels. (Note that an encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

- Centralized wastewater treatment plant will treat wastewater from the separated sanitary sewer system watershed and likely be located in Block 8, near the low point of this system. This treatment plant will treat wastewater to San Francisco's non-potable standard and deliver to Development Parcels through a new private non-potable water distribution system within the public right-of-way. (Note that an encroachment permit from the Department of Public Works would be required under this option and an exception from the Recycled Water Use Ordinance); or

- In the event the City constructs a regional recycled water treatment facility that provides recycled water to the Project Site, the proposed project may elect to connect to this system, delivering recycled water to Development Parcels through a new public non-potable water distribution system within the public right-of-way. In this case, the project would not construct a separate wastewater diversion, treatment and reuse systems on private parcels.

12.3.1 Localized District Wastewater Treatment Option

The Localized District Wastewater Treatment Option will include privately owned and maintained wastewater collection and treatment plants within certain development blocks. The best candidates for wastewater collection and treatment are Blocks 1, 4, 5, 7, and 8; they are planned for residential land use, which generates the largest amount of wastewater on site. The number of wastewater plants incorporated into the project will meet the need of district-wide non-potable demands for flushing, irrigation, and cooling towers. If wastewater collection and treatment in the Blocks identified above do not meet the district-wide needs, additional residential buildings will incorporate wastewater collection and treatment (Block 9 and 13).

The treatment plants will treat wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

The treatment plants will supply non-potable water to all development blocks within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the district wastewater treatment plants. Wastewater flows in excess of the non-potable water demand will be discharged to the sanitary sewer system, Blocks 1 and 5 to the combined sewer system and Blocks 4, 7 and 8 to the separated sanitary sewer system. The wastewater treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere. Each of these facilities are anticipated to require approximately 500 square feet within a within a Building. Each facility will also likely include up to two

storage tanks totaling to 25,000 gallons. These treatment plants may be integrated to also treat and harvest rainwater, in which case the size of the storage tanks would increase.

This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to the portions of the public right-of-way's necessary to provide service to the Development Blocks and Open Spaces. Accordingly, in this option the project intends to submit an exemption from the Recycled Water Ordinance, as there will be portions of the public right-of-way that the non-potable water pipelines are not needed to be installed. The proposed private non-potable water system associated with the Localized District Wastewater Option is depicted on Figure 12.1.

The project will prepare a non-potable water implementation plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

12.3.2 Centralized Wastewater Treatment Option

The Centralized Wastewater Treatment Option will centralized privately owned and maintained wastewater treatment plant within Block 8. This location is ideal for a centralized facility, as it is near the low point of the sanitary sewer system, which generates the largest amount of wastewater on site. The centralized wastewater plant incorporated into the project will meet the need of district-wide non-potable demands for flushing, irrigation, and cooling towers. If the centralized wastewater collection and treatment at Block 8 does not meet the district-wide needs, additional residential buildings will incorporate wastewater collection and treatment

The treatment plant will treat wastewater to meet San Francisco's Health Code Article 12C Water Quality Standards. Pumps required to maintain pressurization in wastewater collection lines and/or non-potable water distribution lines will be provided by the vertical developer as necessary.

The treatment plant will supply non-potable water to all development blocks within the Project by connecting to a private non-potable water distribution system. The non-potable water will be distributed to all buildings and open space areas within the Project. The irrigation and building non-potable water demands will be met by the non-potable water supplied by the district wastewater treatment plants. Wastewater flows in excess of the

non-potable water demand will be discharged to the sanitary sewer system. The wastewater treatment plants will be enclosed, and odor control units will be installed to vent to the atmosphere.

This option will include the design and construction of a proposed private non-potable water distribution system by the Developer. The private non-potable water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves, service laterals, meters and appurtenances. The extents of the private non-potable water pipelines will be limited to the portions of the public right-of-way's necessary to provide service to the Development Blocks and Open Spaces. Accordingly, in this option the project intends to submit an exemption from the Recycled Water Ordinance, as there will be portions of the public right-of-way that the non-potable water pipelines are not needed to be installed. The proposed private non-potable water system associated with the Centralized Wastewater Treatment Option is depicted on Figure 12.1.

The project will prepare a non-potable water implementation plan for review and approval by the SFPUC. This plan will also demonstrate that this option will comply with the requirements of San Francisco's non-potable water program, including the San Francisco Department of Health rules and regulations regarding the operation of alternate water source systems.

12.3.3 City Recycled Water Treatment Facility Option

In the event that the City constructs recycled water treatment facility and distribution pipelines in the vicinity of the project and the project elects to connect to this system, a new public recycled water distribution system will be constructed within the public right-of-way.

The distribution system will provide recycled water to all buildings and open spaces within the project. The irrigation and building non-potable water demands will be met by the recycled water supplied by this system. The public recycled water system will be located in the public right-of-way and will consist of 8-inch diameter low pressure mains, fittings, valves service laterals meters and appurtenances. The proposed public recycled water system associated with the City supply option is depicted on Figure 12.2.

12.4 Rainwater Harvesting

The project may potentially integrate rainwater harvesting into some of the Development Blocks. This is intended to achieve compliance with the City's Stormwater Management Requirements, specifically the required runoff flow and volume reduction within the combined sewer areas as discussed in Section 16. Where feasible, the rainwater harvesting will be integrated to the

Localized District Wastewater Treatment Plants within the certain Development Blocks planned to have these features.

12.5 Non-Potable Water System Phasing

The proposed Project will design and install the new non-potable water system in phases as needed to support each proposed Development Phase consistent with the Project Phasing Plan. The extent of the proposed non-potable water system installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed non-potable water system and treatment plant(s) within or adjacent to that Phase as required to supply non-potable water to each Development Phase.

Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase.

For each Development Phase, the Developer will provide Improvement Plans describing and depicting the existing non-potable water facilities and proposed phase of non-potable water facilities. The Phasing Plans and supporting reports will demonstrate that the proposed phase of non-potable water facilities will include on-site treatment plant(s) to supply the required non-potable water demands and pipeline distribution systems to provide the required pressures and flow for that Development Phase.

12.6 Shared District Thermal Energy Plants

The project may elect to construct shared thermal energy plants, if the project sponsor determines that such system would be feasible. Such a system would use shared thermal energy plants within the project site to recover waste heat from commercial buildings for heating and cooling use in residential buildings to reduce the project's overall energy and water demands. A connection would be provided between residential and commercial building pairs when (1) such pairing occurs, and (2) a connection can be made without crossing a public right of way. Anticipated residential-commercial pairings include Blocks 1 and 2; 3 and 4; 7 and 11 and/or 15; and 8 and 12. If any of the residential-commercial pairings do not occur as anticipated due to a change in land use within a flex parcel, there will be no requirement to implement a shared thermal energy plant within that pairing.

Shared thermal energy plant equipment installed in commercial buildings would include heat recovery cooling equipment (heat recovery chillers) to provide excess hot water to the adjacent residential buildings for space heating and domestic hot water production. Residential buildings

would install space heating and domestic hot water equipment capable of utilizing the hot water provided by the adjacent commercial building.

If construction of shared thermal energy plants in residential building precedes construction of the commercial building, temporary provision of hot water for space heating and domestic hot water would be provided. In the case of this temporary provision, electric or natural gas may be used to produce hot water.

12.7 All-Electric Building Heating and Cooling

The project may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion. During the design of the mechanical system for each building, the feasibility of systems that provide for all-electric space heating and domestic hot water production shall be explored. Among other factors, future utility rates and the impact on affordability will be considered as part of the determination of feasibility made by the Project Sponsor for using all-electric systems for building heating and cooling.

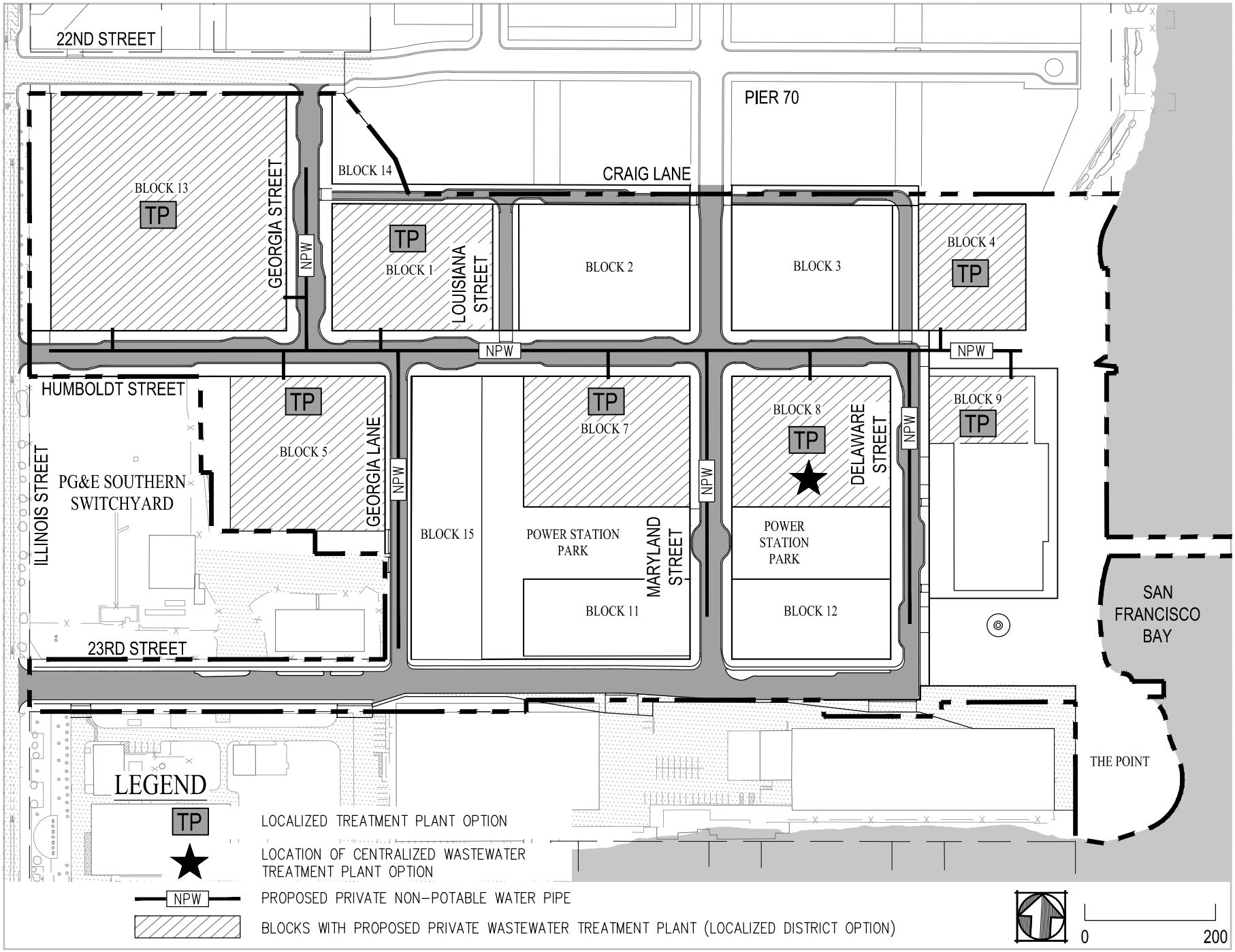


Figure 12.1 Proposed Non-Potable Water System - Localized District and Centralized District Treatment Plant Options

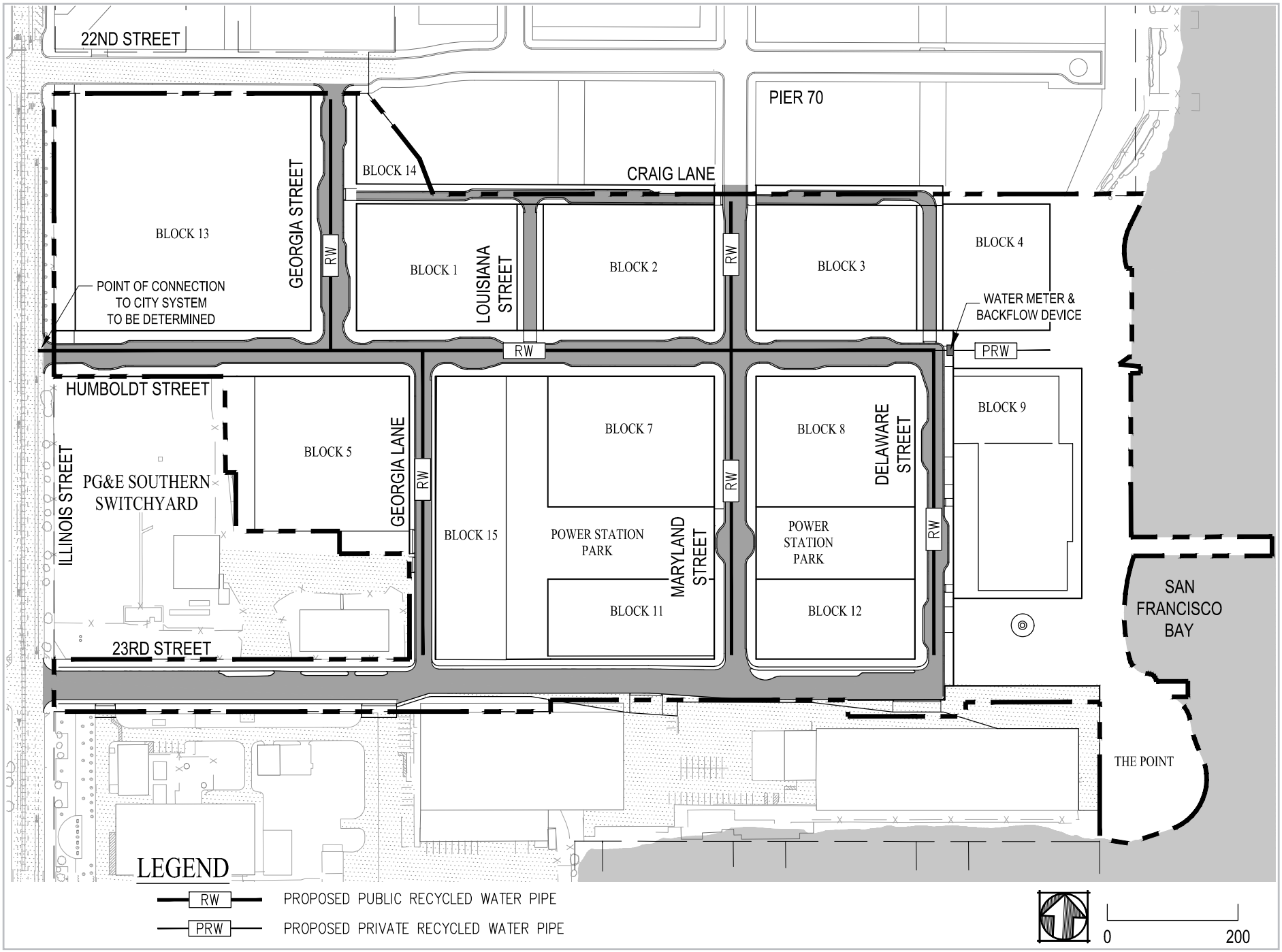


Figure 12.2 Proposed Public Recycled Water - City Supply Option

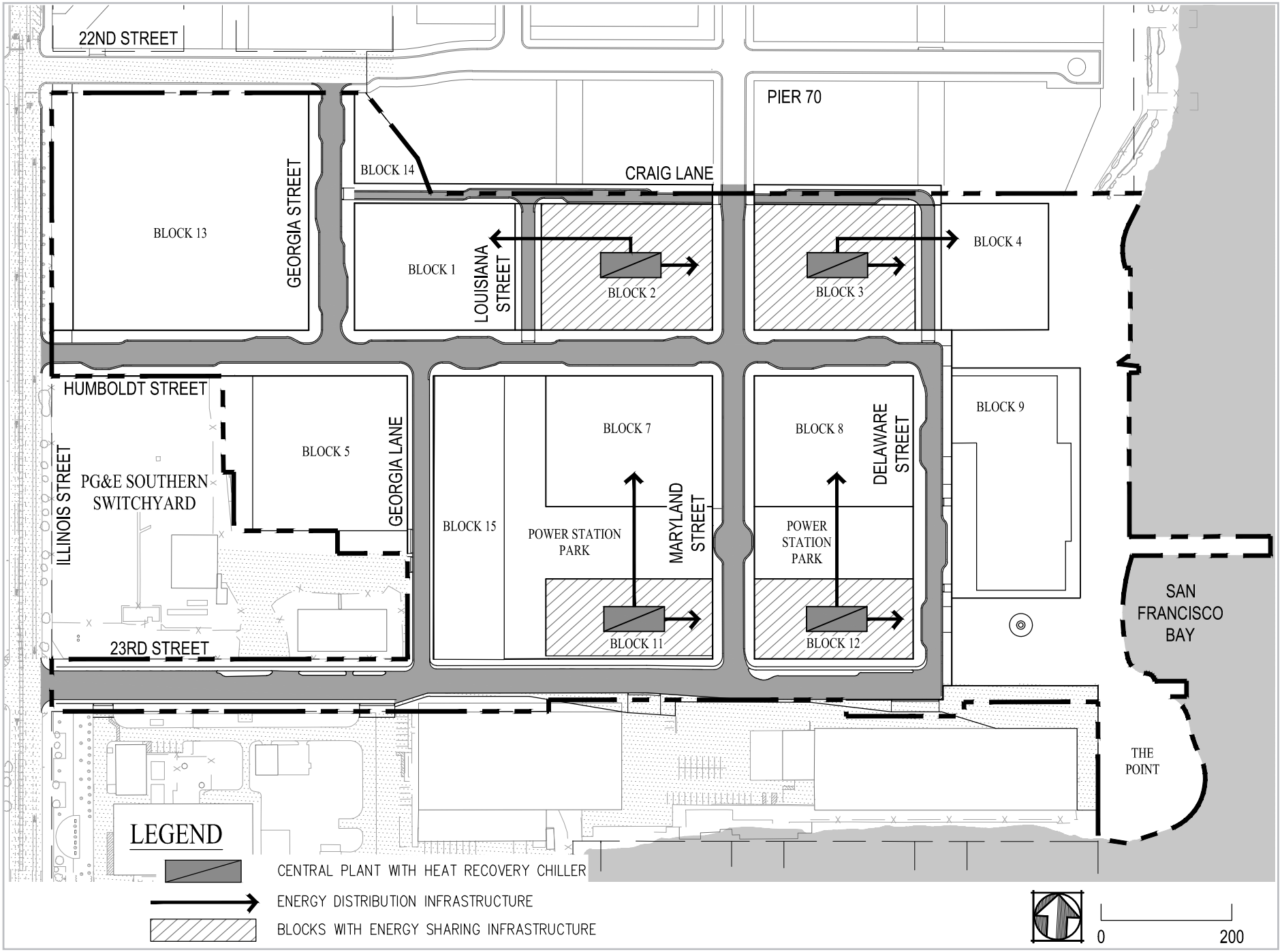


Figure 12.3 Shared Localized Thermal Energy Plants

13 AUXILIARY WATER SUPPLY SYSTEM (AWSS)

13.1 Existing AWSS System

The SFPUC, in cooperation with the SFFD, owns and operates the Auxiliary Water Supply System ("AWSS"). The AWSS is a high pressure, non-potable water distribution system dedicated to fire suppression specifically designed for reliable operation after a major seismic event. The existing AWSS system within the vicinity of the project includes a 14-inch diameter main in 3rd Street.

13.2 AWSS Design Criteria

The proposed Project will meet the fire protection requirements established by the SFFD to meet their City-wide objectives for fire protection following a seismic event. This includes the extension and installation of AWSS facilities to and within the Project. The proposed AWSS facilities will be located in the proposed streets that are either public right-of-way or private property with a public utility easement (23rd Street), as approved by the SFPUC.

The AWSS facilities will be placed with vertical and horizontal separation distances to other utilities as identified in Section 10.

13.3 Proposed AWSS System

The proposed Project will install new AWSS facilities within the Project and extending and connecting to the existing AWSS main in 3rd Street. The proposed AWSS facilities will include a 20-inch diameter main extension within 23rd Street connecting to the existing 14-inch main in 3rd Street and extending to the proposed intersection of Maryland Street and 23rd Street. Additionally, a 20-inch diameter main will be installed in Maryland Street extending from 23rd Street to the Project northern boundary line where it will connect to the AWSS main to be installed by the Pier 70 project. The proposed 20-inch pipeline will be earthquake resistant ductile iron pipe material. The Project will also install AWSS fire hydrants, at a maximum spacing of 500 feet, at locations determined by the SFPUC and SFFD. The proposed AWSS facilities, including proposed hydrant locations, are depicted on Figure 13.1.

13.4 AWSS Phasing

The proposed Project will design and install the new AWSS facilities in phases consistent with the Project Phasing Plan. The extent of the proposed AWSS installed within each phase will be the minimum necessary to support each respective Development Phase. Each Development Phase will at minimum install the portions of the proposed AWSS facilities within or adjacent to that Phase and will connect to existing reliable facilities as close to the Project Site as possible. Repairs or replacements of the existing facilities surrounding the Project will be made as necessary to support each proposed Development Phase.

The SFPUC will be responsible for maintenance of existing AWSS facilities. The SFPUC will be responsible for the new AWSS facilities once construction of each Development Phase or a new AWSS facility is complete and accepted by the SFPUC. Impacts to improvements installed with previously constructed portions of the Development due to the designs of subsequent phases will be the responsibility of the Developer and will be addressed prior to approval of construction documents for each subsequent Phase.

The SFPUC and SFFD will provide flow and pressure capacities of the existing AWSS the proposed AWSS is connecting to for each Development Phase. The Developer will provide Phasing Plans and supporting reports describing and depicting the proposed phase of AWSS facilities and demonstrating the facilities will provide the required pressures and flow for that Development Phase. The Phasing Plans will assume the AWSS system through the Pier 70 Project is completed by others.

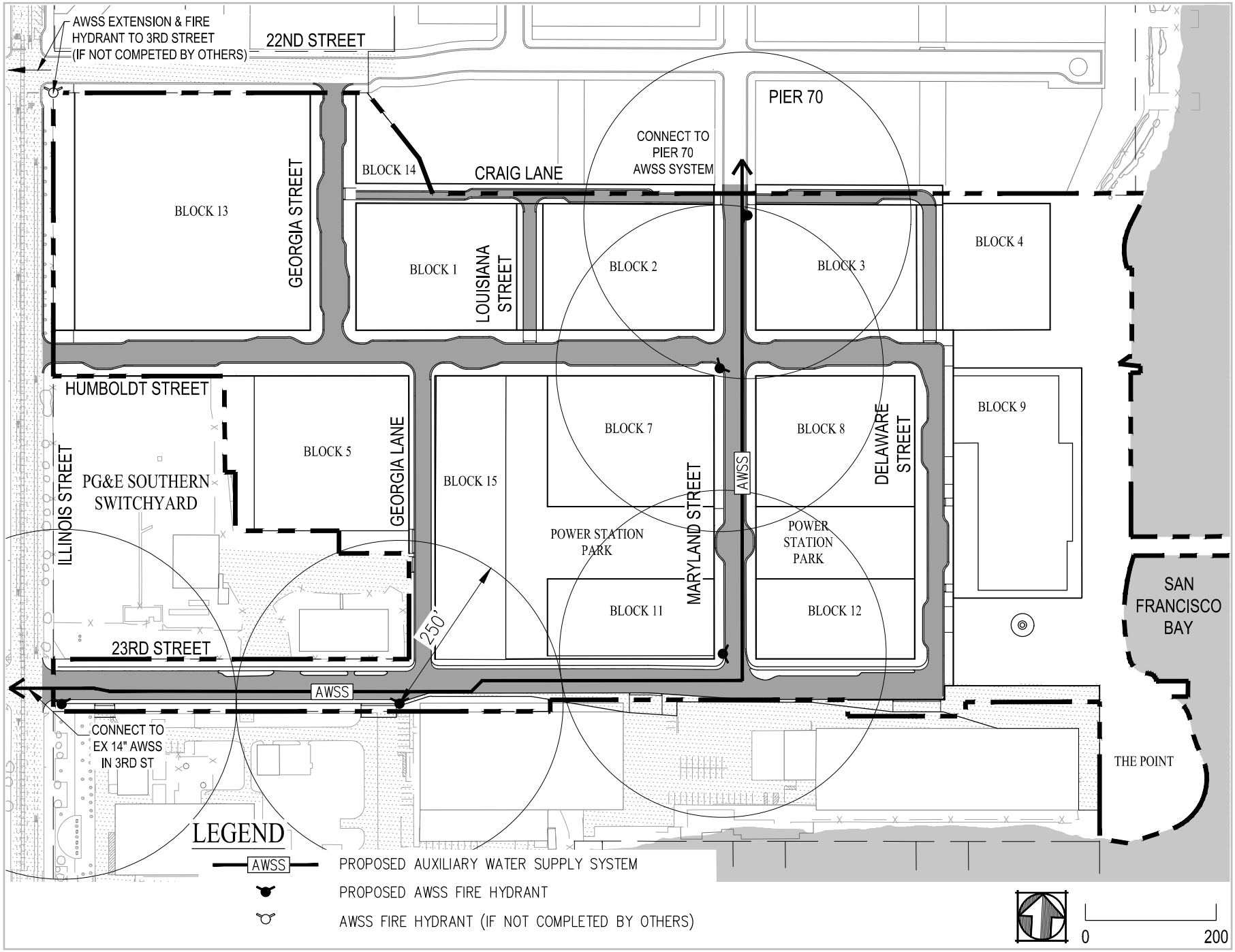


Figure 13.1 Proposed AWSS System

14 SANITARY SEWER SYSTEM

14.1 Existing Combined Sewer System

The Project is within the Combined Sewer Area – Bayside Drainage Basin. The historical sanitary sewer generated at the Project site was associated with the PG&E Power Plant operations, which was closed in 2011. Since the PG&E Power Plant was closed in 2011, the site has had on-going environmental remediation activities and some of the structures have been since demolished. The existing sanitary sewer flow generated at the Project has been further reduced as there are only a small amount of remaining employees and uses within the project site.

The existing conditions within the Project consists of several buildings in varying states of activity as the as well as numerous parking lot areas and three recently deconstructed holding tanks. The Project is nearly 100% impervious. The sanitary sewer and stormwater runoff generated from the existing buildings within the Project is collected by a network of private pipelines, holding tanks and pump stations within the Project area. This private system discharges the Project wastewater to the existing combined sewer 12-inch diameter pipeline located in 23rd Street, along the south side of Station A.

The combine sewer pipeline within 23rd Street connects to a 27-inch gravity trunk main in Illinois Street, which conveys wastewater southerly and eventually to the Southeast Treatment Plant.

There is an existing 12-inch diameter pipeline and drainage inlets in Humboldt Street near the intersection with Illinois Street. This existing system only collects stormwater flows from the PG&E switchyard areas and connects to the 27-inch gravity trunk main in Illinois Street.

There are additional proposed combined sewer pipelines planned within 22nd Street associated with the Pier 70 project. These facilities will connect to the Pier 70 combined sewer system which consists of pipelines, storage and the SFPUC 20th Street Pump Station. This system discharges to the existing combined sewer system within 20th Street, which eventually also drains to the 27-inch gravity trunk main in Illinois Street. See Figure 14.1 depicting the existing combined sewer system within the vicinity of the Project.

The Project is comprised of two stormwater watersheds defined by the existing topography of the Project site. The stormwater runoff from the western watershed is collected by the existing combined sewer facilities in Humboldt Street and 23rd Street. The stormwater runoff from the eastern watershed is collected and conveyed to existing outfalls to the Bay. See Figure 14.2 depicting the extents of the two existing stormwater watersheds within the Project.

14.2 Proposed Sanitary Sewer Flows

The proposed Project estimated sanitary sewer flow assumes a return of 95% on the potable water demand and 100% on the non-potable water for the Average Day Demands. The potable and non-potable water demand calculations associated with the proposed Project are estimated using the SFPUC's Non-Potable Water Program District Scale Water Calculator. The output from the calculator is enclosed in Appendix D.

A peaking factor of three was applied to the Average Daily Dry Weather Flow ("ADWF") to determine the Peak Dry Weather Flow ("PDWF"). The resulting ADWF for the proposed Project is 309,810 gpd or 215 gpm. The proposed Project is anticipated to generate a PDWF of 929,430 gpd or 645 gpm.

14.3 Downstream Combined Sewer Facilities

Preliminary wastewater modeling for the Project have been coordinated with the SFPUC to confirm that the existing combined sewer system facilities have adequate capacity for the Project. The modeling did not identify additional combined sewer system discharge events or system freeboard deficiencies created by the additional wastewater flows from the Project to the existing system.

The existing 12-inch pipeline in 23rd Street is currently planned for replacement through the SFDPW Contract 2710J Various Locations No. 28 Pavement Renovation and Sewer Replacement project. The SFPUC has confirmed the proposed pipeline replacement will have adequate capacity to accommodate the proposed Project wastewater flows.

14.4 Proposed Sanitary Sewer System

The proposed separated sanitary sewer system will maintain the existing drainage patterns within the Project site. The topography and site grading will be configured to provide clear differentiation of the two sewersheds within the Project. The sanitary sewer generated within the eastern watershed is proposed to be collected and conveyed by a proposed separated sanitary sewer system to be constructed by the Developer. The wastewater generated within the western watershed is proposed to be collected and conveyed by a proposed combined sewer system to be constructed by the Developer. The proposed sewershed limits that comprise the Project are depicted on Figure 7.3. The proposed separated sanitary sewer systems are described further below and depicted on Figure 14.3.

The proposed combined sewer system in the northern portions of Georgia Street and within the western watershed will connect to the proposed combined sewer system in 22nd Street that is proposed to be installed by the Pier 70 project. The Project will coordinate with the SFPUC and the Pier 70 project to ensure the necessary capacity for these wastewater flows are accommodated by the Pier 70 system.

14.4.1 Proposed Separated Sanitary Sewer System

The sanitary sewer generated within the Project eastern sewershed will be collected and conveyed by a proposed separated sanitary sewer system. The proposed separated sanitary sewer system is depicted on Figure 14.3. The separated sanitary sewer system will be designed and constructed by the Developer. The separated sanitary sewer design will be reviewed and approved by the SFPUC. The proposed separated sanitary sewer system will consist of 12-inch diameter collection pipelines that convey sanitary sewer by gravity to a pump station located near Delaware Street. The pump station will include an emergency back-up generator. The pump station control panel and emergency generator are proposed to be located in an enclosure placed in the open space adjacent to Delaware Street and Block 9. This facility will be encompassed by a public utility easement. A sanitary sewer force main will extend from the pump station southerly in Delaware Street and westerly in 23rd Street, eventually discharging to the existing combine sewer system in 23rd Street.

The proposed pipelines will be constructed in accordance with the City of San Francisco 2015 Subdivision Regulations and SFPUC Wastewater Utility Standards. The minimum service laterals to the buildings are to be six inches and eight inches, depending on the building use, size and demands. Laterals will have a fresh air inlet and trap in compliance with the Subdivision Regulations. Manhole covers will be solid with manhole spacing set at a maximum of 300 feet apart in linear distance, and up to 350 feet apart with approval from the SFPUC, and at changes in pipeline diameter, grade or alignment. Collection pipelines will be designed to have sufficient capacity to convey the average day design sanitary sewer flows when flowing half full based on depth (d/D = 0.50) and flowing three quarters full based on depth (d/D=0.75) for peak day design flows. The slope of the collection pipelines will maintain a minimum flow velocity of two ft/sec under average flow conditions. See Figure 10.2 depicting the proposed separated sanitary sewer pipeline locations relationship to other utilities and street improvements.

Upon completion of construction by the Developer and improvement acceptance by the SFPUC, the proposed separated sanitary sewer system will be maintained and owned by the SFPUC.

14.4.1.1 Northern Connection Alternative

There is an alternative configuration of the separated sewer system that would connect to the north, to the Pier 70 Combined Sewer System. This alternative would eliminate the pump station located within the Project. The proposed sanitary sewer system would be configured to convey the Project sanitary sewer by gravity flow to the Pier 70 System located in Maryland Street. This would require accelerating to Phase 1 the installation of this pipeline in Maryland Street, north of Humboldt Street for both the segment in PPS and the segment in Pier 70 to 22nd Street. This will require construction coordination with PG&E's planned remediation of the PPS "Tank Farm" area and construction coordination with Pier 70. This alternative is subject to further coordination and evaluation between the Project, Pier 70 and SFPUC.

14.4.2 Proposed Combined Sewer System

The wastewater generated within the Project's western sewershed will be collected and conveyed by a proposed combined sewer system. The proposed combined sewer system is depicted on Figure 14.3. The combined sewer system will be designed and constructed by the Developer. The combined sewer design will be reviewed and approved by the SFPUC. The proposed combined system will consist of collection pipelines ranging from 12" to 18" in diameter that convey sanitary sewer and stormwater by gravity to the surrounding existing combined sewer facilities in Illinois Street, 23rd Street and 22nd Street. The combined sewer system will be designed in accordance with the Subdivision Regulations, maintaining four feet of freeboard and designed to protect from flooding related to potential overland flows.

Figure 10.2 depicting the proposed combined sewer pipeline locations relationship to other utilities and street improvements.

Upon completion of construction by the Developer and improvement acceptance by the SFPUC, the proposed combined sewer system will be maintained and owned by the SFPUC. The SFPUC acceptance of infrastructure will occur upon the City' acceptance of the public streets associated with each phase.

14.5 Phases for Sanitary Sewer System Construction

The Developer will design and install the new separated sanitary sewer system and combined sewer system based on the Project Phasing Plan and as needed to facilitate each specific proposed Development Phase. The amount and location of the proposed sanitary sewer facilities installed will be the minimum necessary to support the Development Phase. Phase 1 will include the design and construction of the separated sanitary sewer pump station and force main discharging to the

combined sewer system in 23rd Street. Each Development Phase will connect to the existing system as close to the limit of the Development Phase as possible while maintain the integrity of the existing system for the remainder of the Project. Repairs and / or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim sanitary sewer systems will be constructed and maintained by the Developer as necessary to maintain existing sanitary sewer facilities impacted by proposed Development Phases.

The SFPUC is responsible for maintenance of the existing combined sewer facilities surrounding the Project. The Developer will maintain acceptable access through all phases for the SFPUC to maintain SFPUC accepted infrastructure. The SFPUC will be responsible for the new separated sanitary sewer system and combined sewer system once construction of the Development Phase or new sanitary sewer system is complete and accepted by the SFPUC. The Developer will own and maintain interim facilities, as required, until completion of the Development Phase.

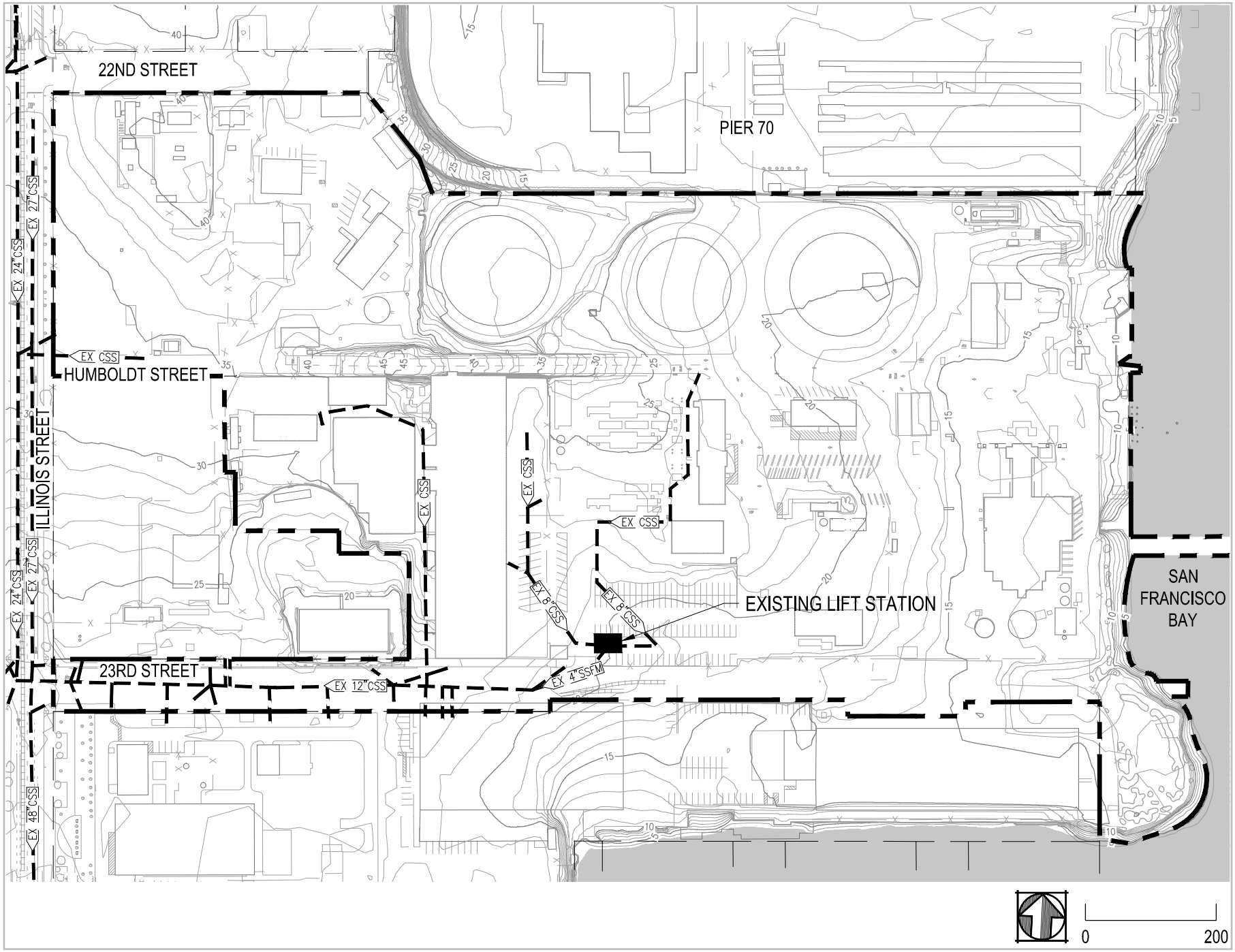


Figure 14.1 Existing Combined Sewer System

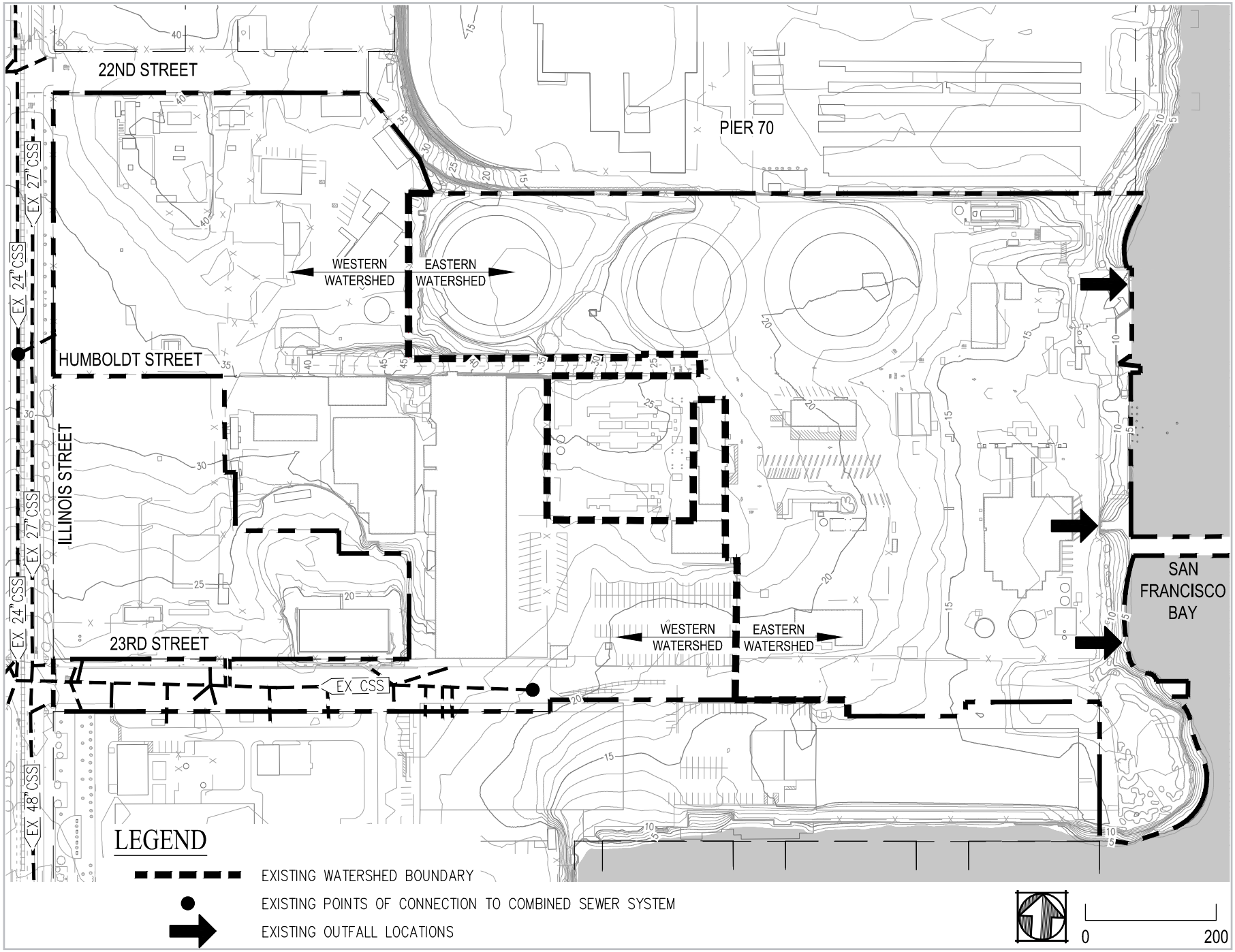


Figure 14.2 Existing Stormwater Watersheds Within Project

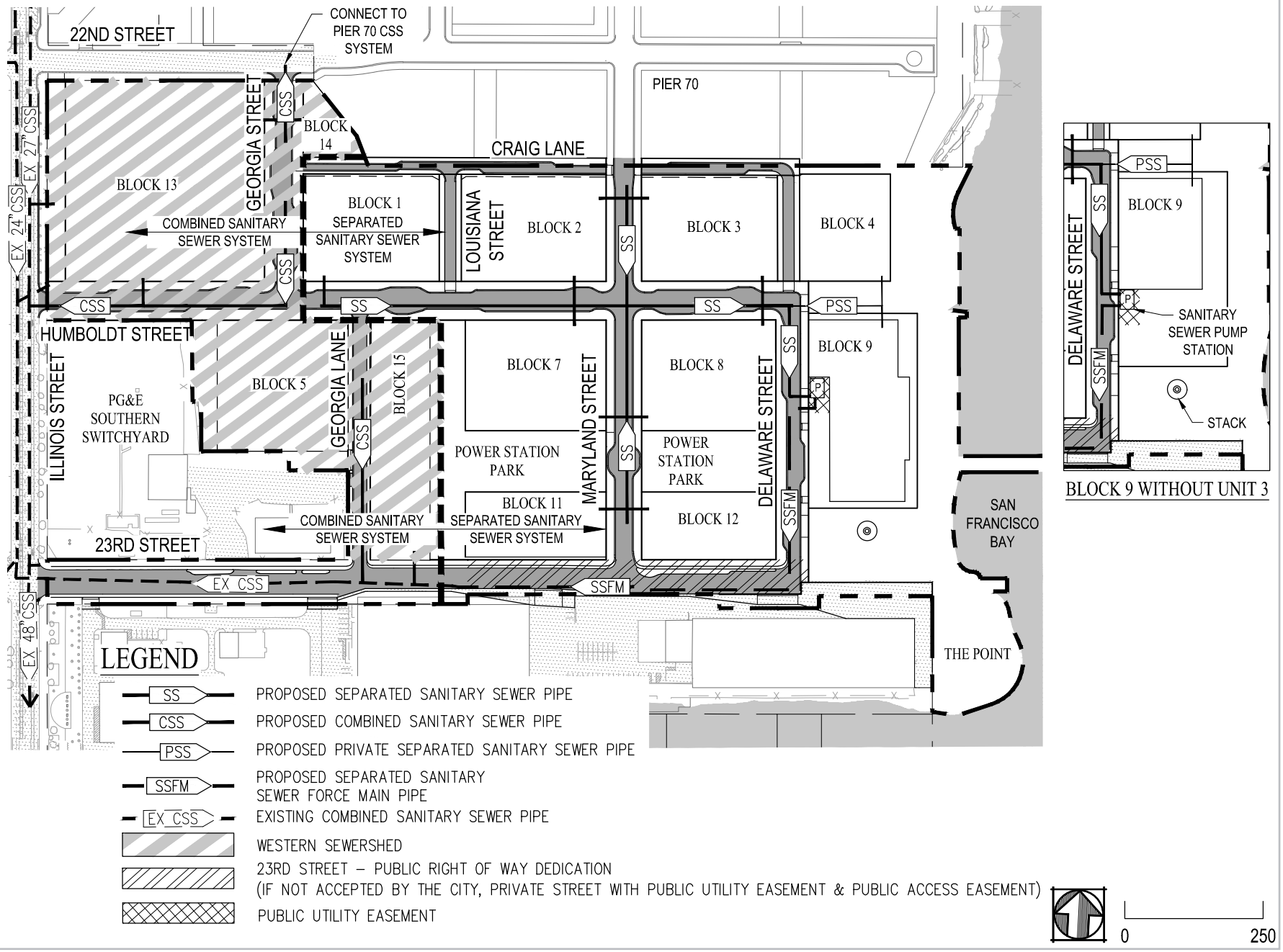


Figure 14.3 Proposed Combined and Separated Sanitary Sewer Systems

15 STORM DRAIN SYSTEM

15.1 Existing Storm Drain System

The Project site is comprised of two drainage watersheds. The western watershed is collected and conveyed by existing on-site inlets, pipelines and pump stations to the existing combined sewer system in Illinois Street and 23rd Street. The eastern watershed is collected and conveyed by a separated storm system that discharges to the Bay. The existing on-site separated storm system is comprised of inlets, pipelines, holding tanks and three existing outfall discharge points to the Bay located along the project waterfront. The existing watersheds are depicted on Figure 15.1.

The eastern portion of 23rd Street, east of Station A, overland flows to the east and releases by overtopping the shoreline at the eastern terminus of the street. Table 15.1 outlines the areas of the existing watersheds.

The existing storm drain infrastructure within the Project does not include any best management practices (BMP) to manage or treat stormwater runoff. The existing site conditions are effectively 100% impervious surfaces comprised of pavement and roof areas.

Table 15.1 Existing Watershed Areas – Combined Sewer Areas

Point of Connection	Drainage Areas (Acres)
Humboldt at Illinois Street	6.38
23rd at Illinois Street	7.55
Total Combined System	**12.93**

Table 15.2 Existing Watershed Areas – Separated Storm Drain Areas

Point of Connection	Drainage Areas (Acres)
Existing Bay Outfalls	14.93
Overland Flow	0.80
Total to San Francisco Bay	**15.73**

15.2 Proposed Storm Drain System

The proposed storm drain systems will generally maintain the existing drainage patterns within the project site, while reducing the area draining to the City's combined sewer system. Stormwater runoff will continue to be conveyed by both a separated storm system directly to the Bay and pipelines connecting to the City's combined sewer system. The topography and site grading will be configured to provide clear differentiation of the two watersheds within the Project, protecting from any potential overflow discharges from the combined sewer system to the Bay.

15.2.1 Proposed Separated Storm Drain System

The stormwater runoff within the eastern watershed is proposed to be collected and conveyed by a proposed separated storm system discharging to the Bay via a new outfall to be constructed by the Developer. The portions of 23rd Street that formerly drained by overland flow to the Bay will be collected and conveyed by the proposed separated storm drain system. A curb will be constructed along the south side of 23rd Street to collect stormwater from the street immediately north of the existing loading docks. The proposed separate storm drain systems will consist of entirely new infrastructure, consolidated into a single outfall to the Bay. The proposed system will be designed to convey stormwater flows from a 5-year / 3-year design storm. For maintenance and permit compliance purposes, an isolation gate with manhole will be installed directly upstream of the outfall to allow blocking of stormwater flows to the outfall or rerouting of nonconforming flows to the sanitary sewer system. A conceptual configuration of the proposal outfall is depicted on Figure 15.4. The proposed pipelines will range from 12 inches to 42 inches in diameter.

15.2.2 Proposed Combined Sewer System

The stormwater runoff within the western watershed is proposed to be collected and conveyed by a proposed combined sewer system to be constructed by the Developer and discharging to the existing combined sewer facilities in Illinois Street and 23rd Street.

The existing combined sewer pipeline in 23rd Street is scheduled to be replaced as part of the SFDPW Contract 2710J Various Locations No. 28 Pavement Renovation and Sewer Replacement Project. The PUC has confirmed the proposed pipeline replacement has adequate capacity for the Project's sanitary sewer and stormwater flows planned to connect to this facility.

There is a small portion of this western watershed at the north end of Georgia Street that will connect to the combined sewer system in 22nd Street proposed to be constructed by Pier 70.

The proposed combined sewer system pipelines will range from 12 inches to 18 inches in diameter.

The proposed storm drain systems will be designed to maintain the required clearances to adjacent utility systems and street improvements. The utility clearances for each street segment are depicted on Figure 10.2. The proposed watershed limits that comprise the Project are depicted on Figure 15.2. The proposed storm drain systems are depicted on Figure 15.3. Table 15.2 outlines the acreages of the proposed watersheds.

Table 15.3 Proposed Watershed Areas – Combined Sewer Areas

Point of Connection	Drainage Areas (Acres)
22nd Street	0.49
Humboldt at Illinois Street	4.33
23rd at Illinois Street	3.95
Total Combined Sewer Areas	**8.77**

Table 15.4 Proposed Watershed Areas – Separated Storm Drain Areas

Point of Connection	Drainage Area (Acres)
Proposed Bay Outfalls	20.25
Overland Flow	0.00
Total to San Francisco Bay	**20.25**

15.3 Design Standards

The proposed storm drain systems will be designed in accordance with the Subdivision Guidelines, including the following items:

- Baseline Hydraulic Design Storm – the baseline design storm for new pipelines systems is the 5-year, 3-hour rainfall event as per the Subdivision Regulations.
- Baseline Design Tail Water Elevations – the baseline tail water elevation for infrastructure draining to San Francisco Bay is 7.8 as per the Subdivision Regulations.
- Design Freeboard – the Subdivision Regulations require that the hydraulic grade line in pipe systems generally be four feet below the ground surface and no less than two feet.
- Overland Release Design Storm – the Subdivision Regulations require overland release provisions for extremely large storm events that exceed the capacity of the storm drain system. The design storm for this scenario is the 100-year, 3-hour event.
- Overland Release Tail Water Elevations – the baseline tail water elevation for the overland release analysis is the BFE plus 24-inches of sea level rise.

Additional modeling for the 100-year design storm will be completed with a tidal elevation equal to the BFE plus 24 inches of sea level rise, consistent with SFPUC standards and as requested per subdivision regulations.

15.4 The Stack and Unit 3

The Stack is proposed to be preserved and Unit 3 may be preserved; both structures may potentially be adaptively reused. The existing elevation of Unit 3 and Stack is approximately 14. The areas surrounding Unit 3 and Stack will need to conform to this lower elevation with either slopes or retaining walls. The private separated storm drain system of this localized low point will be designed to address sea level rise in excess of 24 inches, including a pump station and tidal backflow protection measures. The pump station will be designed to convey flows up to the 100-year storm event. This pump will be privately owned and maintained and is estimated to require a 1,000 gpm capacity with no storage. If storage is provided, the pump requirements could be reduced significantly.

15.5 Phases for Storm Drain System Construction

The Developer will design and install the new combined sewer system and separated storm drain system based on the Project Phasing Plan and as needed to facilitate each specific proposed Development Phase. The amount and location of the proposed storm drain facilities installed will be the minimum necessary to support the Development Phase. Phase 1 will include the design and construction of the separated storm drain outfall to the Bay. Each Development Phase will connect to the existing system as close to the limit of the Development Phase as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and / or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Interim storm drain systems will be constructed and maintained by the Developer as necessary to maintain existing storm drain facilities impacted by proposed Development Phases.

The City will be responsible for the new combined sewer system and separated storm drain system once construction of the Development Phase or new storm drain system is complete and accepted by the City. The Developer will own and maintain interim facilities, as required, until completion of final permanent facilities, as defined in this Infrastructure Plan.

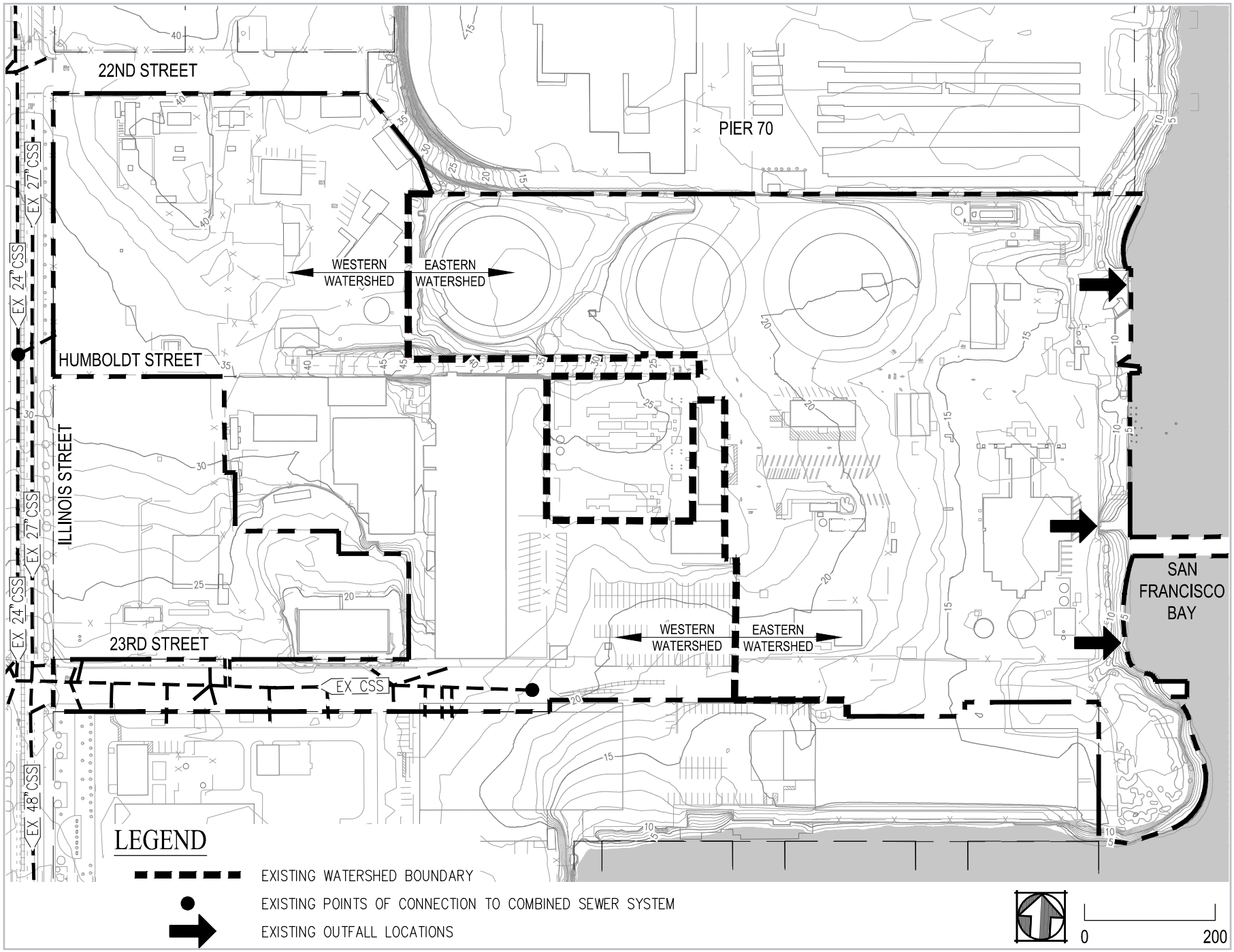


Figure 15.1 Existing Watersheds

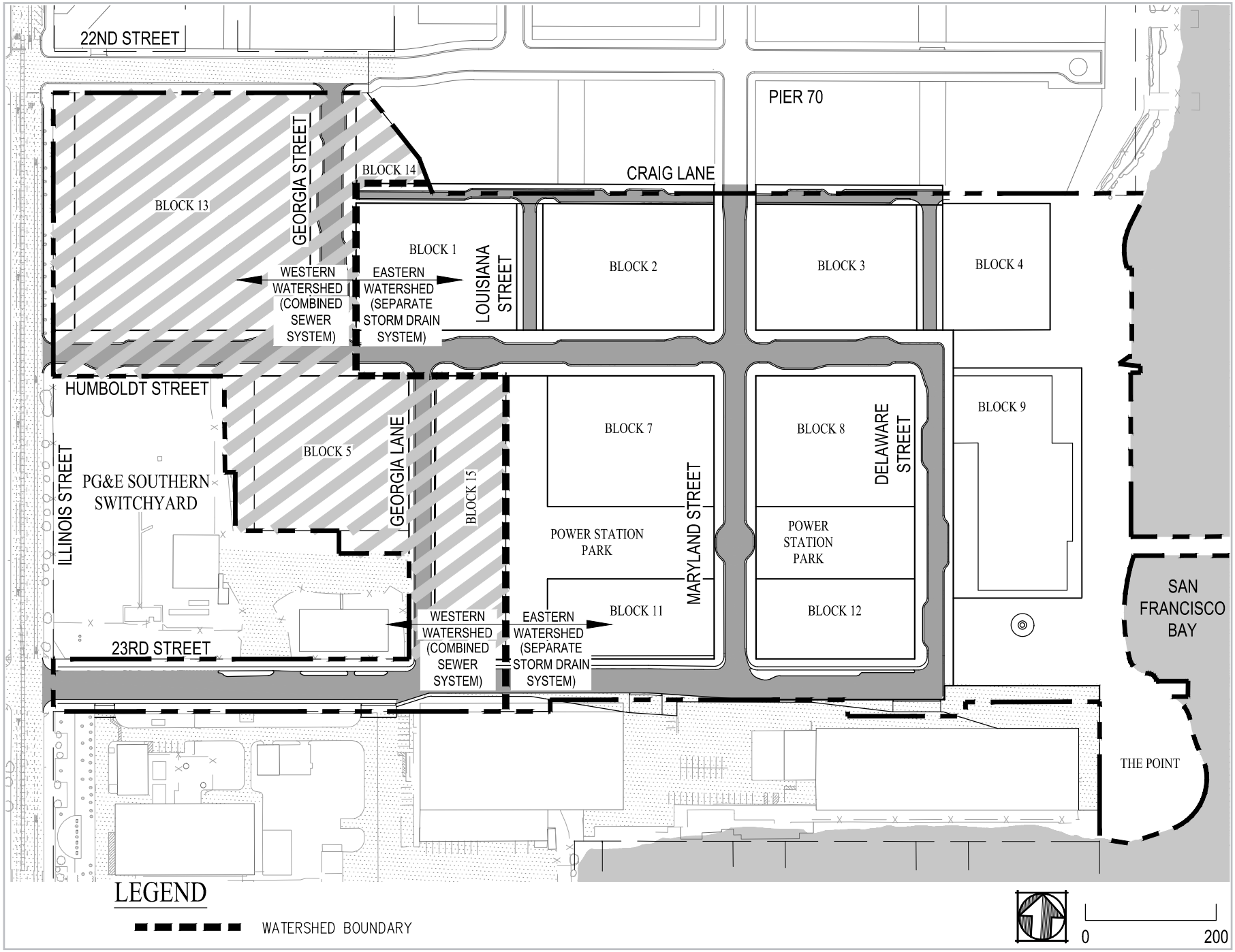


Figure 15.2 Proposed Watersheds

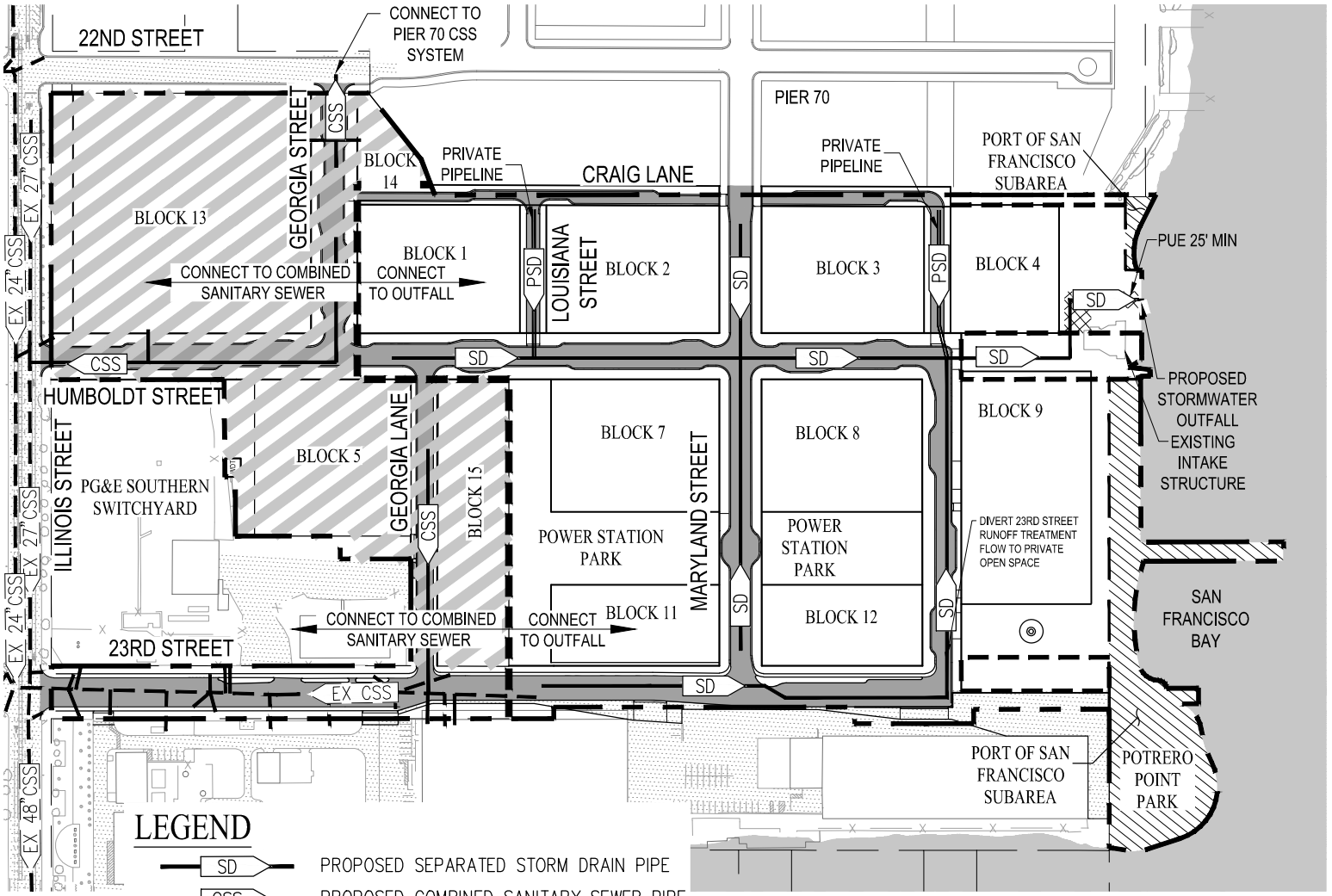


Figure 15.3 Proposed Storm Drain Systems

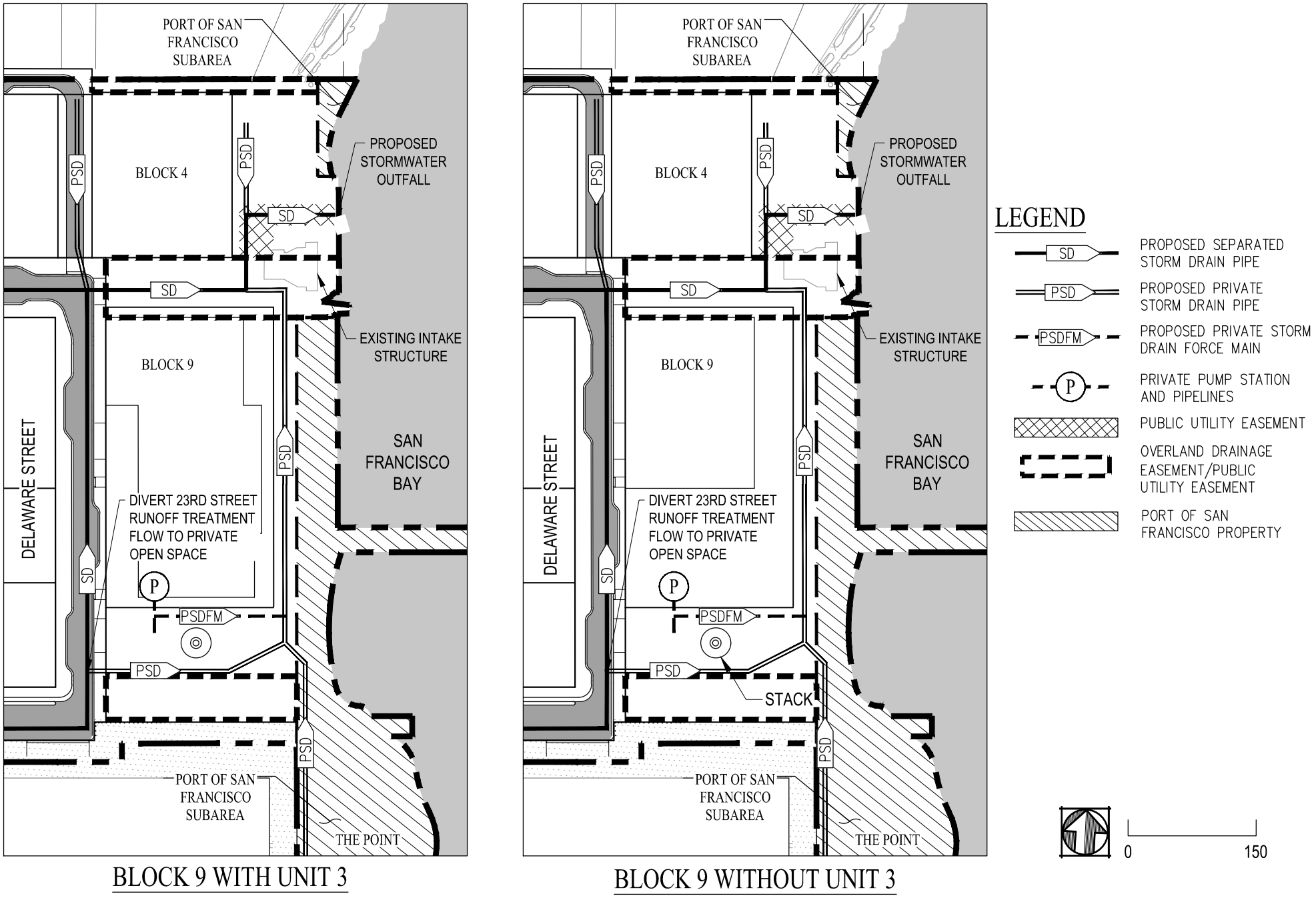


Figure 15.3 Proposed Storm Drain Systems

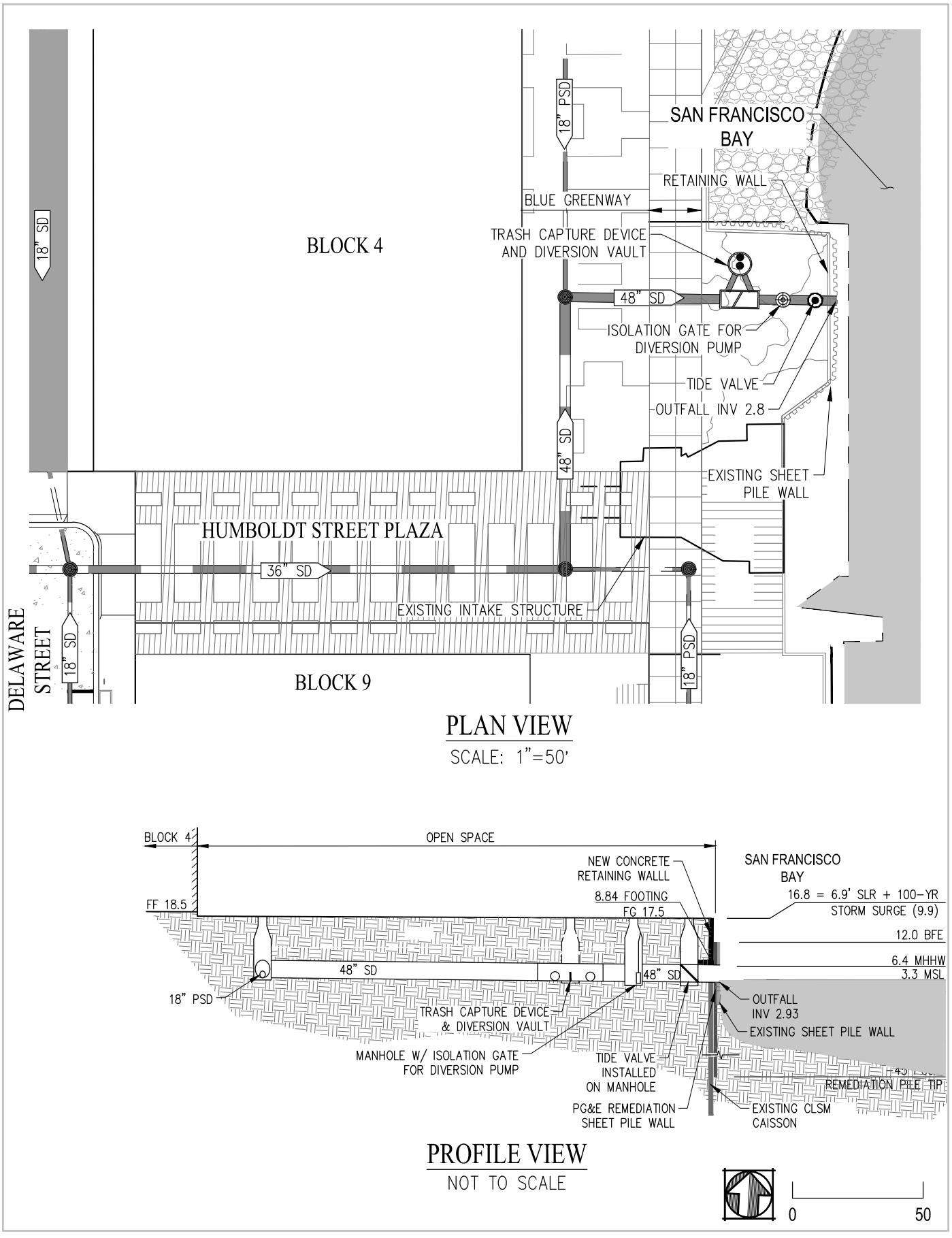


Figure 15.4 Conceptual Outfall

16 STORMWATER MANAGEMENT

16.1 Existing Stormwater Management Controls

The existing storm drain infrastructure within the Project does not include any best management practices (BMP) to manage or treat stormwater runoff. The existing site conditions are effectively 100% impervious surfaces comprised of pavement and roof areas.

16.2 Proposed Stormwater Management System

The required Stormwater Management for compliance with the City of San Francisco Storm Water Management Requirements ("SMR") will vary for the portions of the Project that are connected to the combined sewer system as compared to those connected to the separated storm drain system. Where Development Blocks or roadways / open space are connected to the combined sewer system, the Project will reduce the rate and volume of stormwater runoff based on the thresholds defined in the SMR. Modified compliance may be allowed for projects in the combined sewer system with proven site constraints upon SFPUC approval. Where the Development Block or roadway / open space connect to the separated storm drain system, the Project will treat the stormwater runoff per the SMR.

The Project will be designed to integrate Low Impact Development ("LID") elements with stormwater treatment BMPs to achieve compliance with the SMR. LID elements will include reducing stormwater runoff from impervious surfaces by integrating landscaping, permeable surfaces, rainwater harvesting and Living Roofs. Stormwater treatment BMPs include primarily plant based BMPs, such as bioretention areas, rain gardens, flow-through planters and Living Roofs. Infiltration BMPs may be also considered, but it is anticipated that the low infiltrating soils and documented underlying environmental contamination will challenge the feasibility of permeable pavements and other infiltration BMPs being used as a stormwater BMP. The stormwater treatment BMPs will treat, reuse or infiltrate stormwater runoff prior to discharging to the Bay or downstream combined sewer system. See Figure 16.2 depicting the conceptual locations and general ownership of the stormwater management system. The actual locations of the green infrastructure and stormwater management system will be approved through the Stormwater Management Master Plan, the Street Improvement Permit and Stormwater Control Plan review and approval process.

Stormwater treatment BMPs will be designed to accommodate sea level rise based on the Project BFE. BMPs will be designed using identical design criteria as the storm drain system conveyance analysis (i.e. 5-year LOS, BFE and SLR tail water) such that the hydraulic grade line (HGL) is at or below the BMP aggregate base section. If hydraulic modeling does not meet HGL requirements, the Project shall identify each BMP with the modeled duration of inundation for SFPUC review and approval.

Any standard or non-standard paving materials used to comply with the SMR, such as permeable paving (sidewalk, roadway or open space) shall be maintained by the Project Master Association. The City or acquiring agency will not maintain permeable paving used to achieve SMR compliance.

The following describes the performance requirements for the stormwater management system within each of the storm drain systems.

16.2.1 Stormwater Management in Separate Storm Drain System Areas

The Project exceeds the threshold of more than 50% impervious in the existing condition and considered a Large Project. The stormwater runoff from impervious surfaces will be directed to appropriate stormwater treatment BMPs prior to entering the public separated storm system, providing enhanced runoff quality prior to discharge to the Bay. The treatment BMPs will be designed to manage 90-percent of the 24-hour storm.

16.2.1.1 Development Blocks

Each Development Block will be responsible for achieving compliance with the SMR independently. The Development Parcels are generally directly adjacent to public and private streets with limited options to treat the stormwater runoff. The buildings and spaces within each Development Block will consider site design measures to reduce runoff, such as rainwater harvesting, Living Roofs and permeable surfaces. The anticipated locations of Living Roofs are depicted on Figure 16.2. Stormwater runoff from the impervious areas within the Development Blocks that are not treated by a site design measure will be treated by stormwater treatment BMPs. The treatment BMPs will be plant based, including bio-retention basins, rain gardens and flow-through planters. The private owner of each Development Block will be responsible for the design, construction and maintenance of the stormwater treatment system to achieve SMR compliance of that respective Development Block.

16.2.1.2 Roadways and Open Space

The roadways and open space areas will be designed with integrated plant based BMPs. These will include bioretention basins, rain gardens and flow-through planters. The treatment BMPs within the public streets will be designed consistent with the City's Green Infrastructure Typical Details. The runoff from the eastern portion of 23rd Street will be conveyed to treatment BMP's located in the Stack

Plaza. This is necessary to avoid conflicts between treatment BMP's and the underground high voltage lines in 23rd Street. The Developer is responsible for the design and construction of the stormwater BMPs within the Roadways and Open Space areas. The City is responsible for maintenance of the stormwater management facilities located in the public right-of-way that only treat public street and sidewalk runoff. The Developer is responsible for maintenance of stormwater treatment facilities that treat a blend of public right-of-way runoff and Development Block runoff.

16.2.2 Stormwater Management in Combined Sewer Areas

The Project is more than 50% impervious in the existing condition within the Combined Sewer Areas. The Project will reduce the runoff rate and volume of stormwater discharging into the combined sewer system relative to the 2-year, 24-hour design storm. The SMRs require that the runoff rate and volume of stormwater within the proposed Combined Sewer Area be reduced by 25%. The SMRs acknowledge that some projects have site conditions that challenge complying with this reduction. Accordingly, the SMR also allows for a Modified Compliance Program ("MCP") for these types of sites with limitations and constraints, such as low soil permeability, high groundwater tables, or limited rainwater harvesting opportunities. Under the MCP, individual projects can apply for a modified performance to reduce volume reduction targets (down to a minimum of 10% reduction in runoff volume) if a proportional additional reduction is made in peak stormwater flow rates (up to a maximum credited reduction of 40%).

16.2.2.1 Development Blocks

The Development Parcels are generally directly adjacent to public and private streets with limited options to reduce the volume of runoff. The Project will submit a modified compliance application for each individual parcel project for review and approval by the SFPUC. Additionally, the project may pursue an "equivalency credit" for stormwater volume reduction associated with the non-potable reuse proposed at the site, for the SFPUC review and approval. The allowance of a volume reduction "equivalency credit" is dependent on the configuration proposed non-potable reuse and stormwater management approach. Additional runoff volume and rate reductions at each development Block will be implemented as needed to achieve compliance with the SMRs. This will include the implementation of additional stormwater BMPs, such as Living Roofs, rainwater harvesting, permeable surfaces, flow-through planters, rain gardens or bioretention basins. The private owner of each development block will be responsible for the maintenance of stormwater management facilities within that Development Block.

16.2.2.1 Roadways

The roadways areas will be designed with integrated plant based BMPs. These will include bioretention basins, rain gardens and flow-through planters. The treatment BMPs within the public streets will be designed consistent with the City's Green Infrastructure Typical Details. The City will be responsible to maintain the stormwater management facilities located within the public right-of-way that treat only public street and sidewalk runoff.

The Development Parcels may increase stormwater management and rainwater harvesting performance to over-comply and apply to the Roadway areas, assuming modified compliance has not been allowed on the parcel project.

16.3 Exempt Areas

The portion of 23rd Street that is existing public right-of-way adjacent to the Project is exempt from and not subject to SMRs. See Figure 16.1 depicting the exempt areas.

16.4 Stormwater Control Plans

The Project will prepare stormwater control plans for SFPUC review and approval.

- Roadways / open space improvement projects will submit preliminary Stormwater Control Plans ("SCP") and final SCPs for approval by the SFPUC prior to SFDPW permit issuance, where Improvement Plans include stormwater BMPs.
- Development Block projects will submit preliminary SCPs for SFPUC approval prior to issuance of site permit. The final SCP will be submitted to SFPUC during the DBI addenda permit process and require SFPUC approval prior to issuance of certificate of final completion.

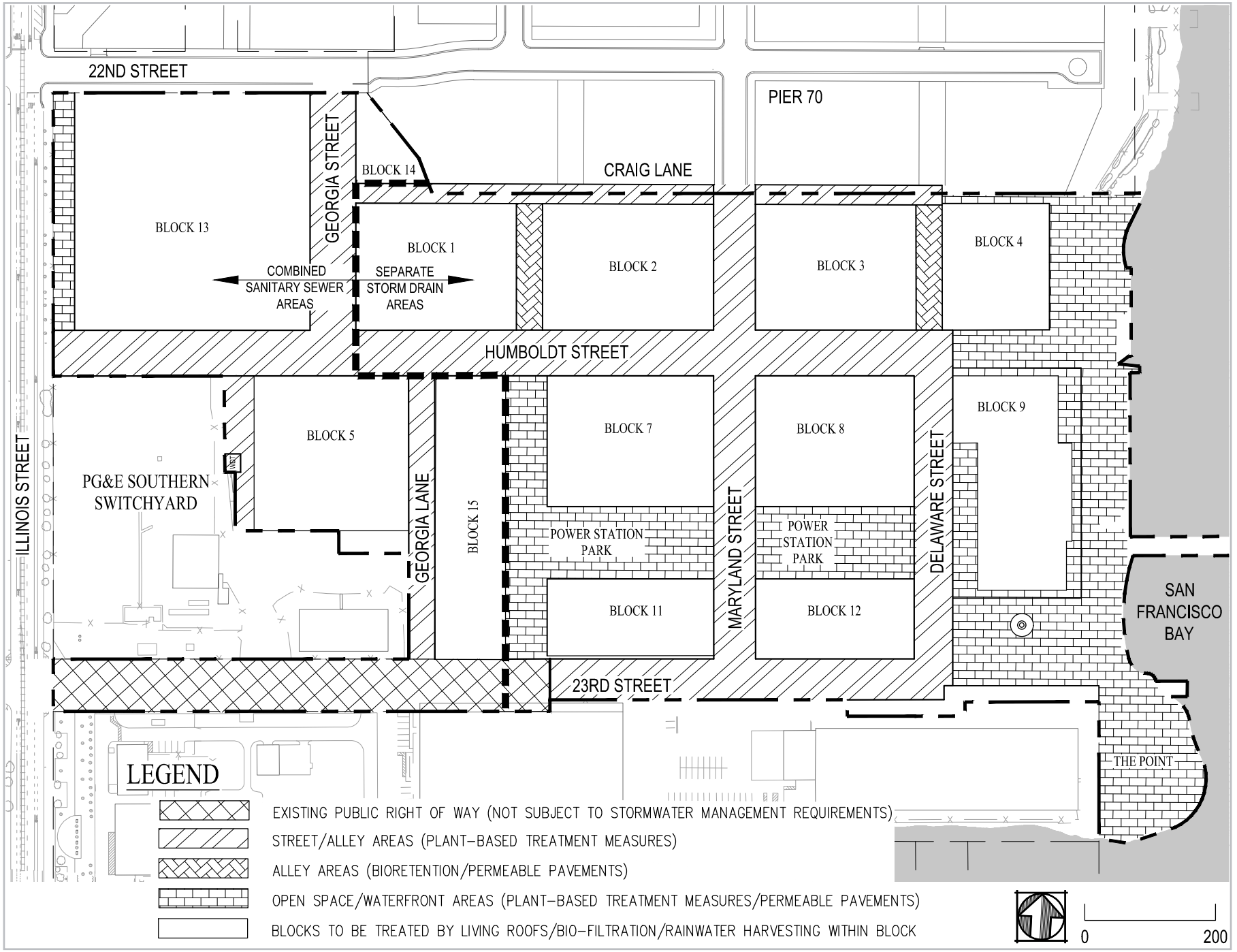


Figure 16.1 Conceptual Stormwater Treatment Controls

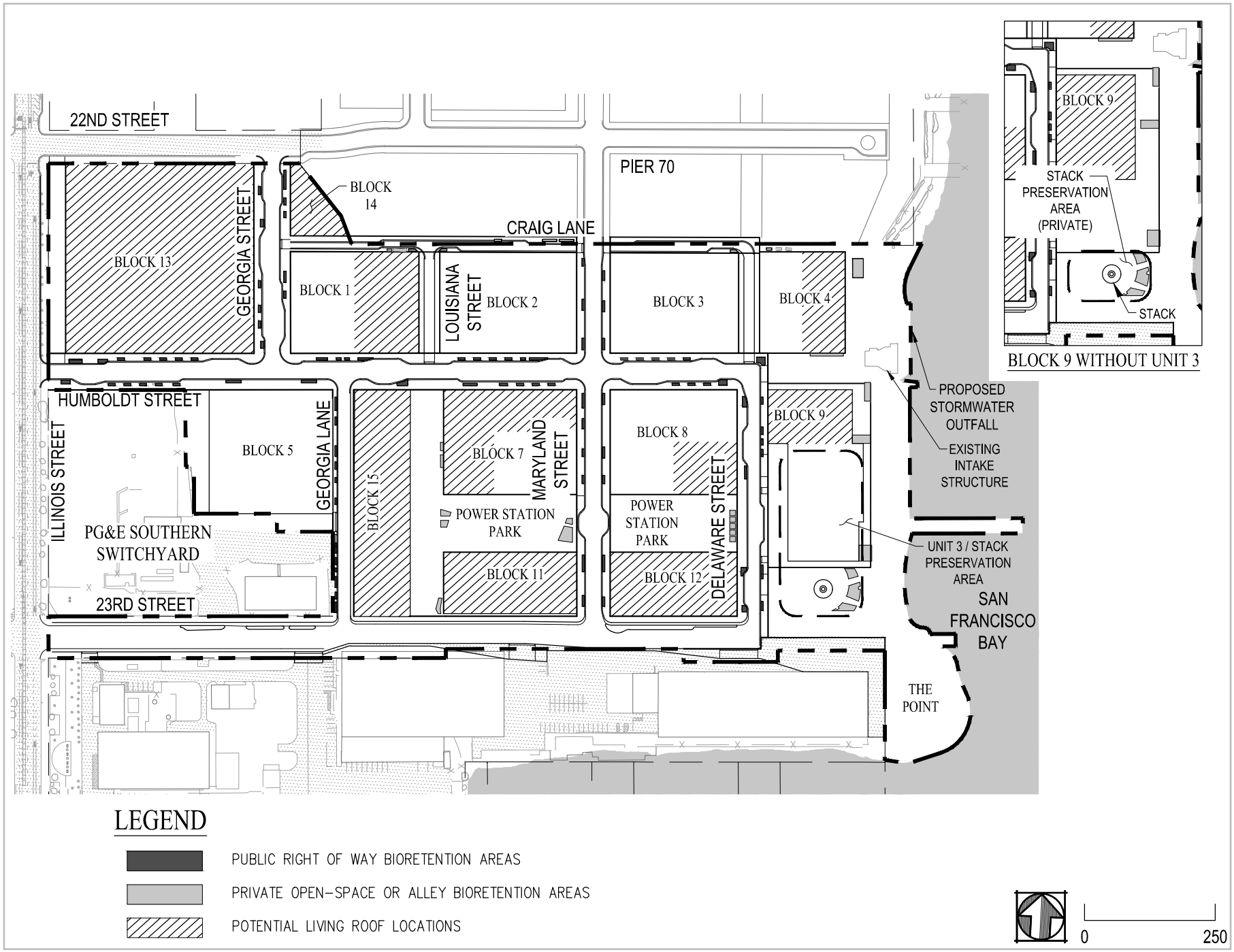


Figure 16.2 Conceptual Stormwater Control Plan

17 DRY UTILITY SYSTEMS

17.1 Existing Dry Utility Systems

17.1.1 Electric

Within the Project area there are existing overhead and underground Pacific Gas and Electric ("PG&E") 12kV distribution systems. The existing 12kV distribution systems are served from the PG&E Substation A. Substation A is located along Illinois Street between 22nd Street and 23rd Street, adjacent to the Project. With the proximity of Substation A to the Project, there are also existing underground electric transmission systems, both 115kV and 230kV, adjacent to and within the Project.

17.1.2 Natural Gas

The site is currently served from existing 2-inch plastic mains in Humboldt Street and 23rd Street. There is also a 24-inch PG&E transmission gas main adjacent to Illinois Street, and along the Block 13 Western Boundary. The existing 24-inch transmission gas main is depicted in Figure 4.2.

17.1.3 Communications

AT&T and Comcast own and operate existing communication facilities in Illinois Street. These facilities are within underground duct banks. There are also existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consisting of overhead lines and cables in underground conduits located in Illinois Street adjacent to the Project.

17.2 Proposed Dry Utility Systems

The Developer's infrastructure obligations include the design and construction of the proposed dry utility systems within the Project. These systems will be located in a common, joint trench where feasible. The joint trench system will be public and will include facilities such as electric, natural gas, communications and street lighting facilities. The utility companies will maintain and operate their respective facilities in accordance with their franchise agreements with the City within the future public streets. The natural gas system may be located in a separate trench in order to comply with PG&E's separation requirements from a building. The proposed Joint Trench Layout is depicted on Figure 17.1. The configuration of the joint trench in 23rd Street may need to incorporate alternative layouts or special facilities in order to address the existing high voltage lines in this

corridor and the existing loading docks to remain on the south side of the street. The exact location of the joint trench in 23rd Street will be determined during the detailed design stage of the project.

17.2.1 Electric

The total cumulative peak power demand (design) associated with the Project is approximately 20 MVA. This has been estimated based on typical utility demands for the proposed types of land use and Project climate zone.

The proposed electric distribution system will be installed in the joint trench system. These facilities will be located within the proposed public and private streets providing service to the various uses throughout the Project.

Electric service to the Project could be provided by PG&E or San Francisco Public Utilities Commission Power Enterprise (SFPUC PE). The determination of which entity will supply electricity to the Project will be made through the approval of the Master Electric Utility Plan and other project agreements.

In the case PG&E is the electric provider, PG&E electric service would be delivered to the site at 12kV by connections to existing distribution feeders at the adjacent Substation A. Additional new feeders may be required based on existing service capabilities of the PG&E facilities.

In the case SFPUC PE is the electrical provider, SFPUC PE service may also be provided at 12kV, but would require wholesale interconnections to existing PG&E 12kV facilities or require the construction (at SFPUC PE expense) of a new single or multiple 115kV-12 / 34.5kV transformer bank substation.

Temporary electric service during construction may be provided by PG&E from existing local facilities, or SFPUC PE may provide temporary construction service for the project by developing a PG&E Wholesale Distribution Tariff (“WDT”) distribution interconnection at no cost to the project. If necessary, the location of a WDT connection point will be determined in coordination between the Developer and the SFPUC.

The Project location is in proximity to a number of existing electric transmission and distribution facilities. These facilities will be located, potholed and included in all Improvement Plans to assure proper coordination and proper clearances for construction phasing. The existing distribution facilities that bisect the Project and serve uses to the north will be relocated. The relocation of these facilities will be coordinated such that service disrupting will be minimized.

The Project will be responsible for trenching, installing conduit and substructures required to complete a fully operational electric distribution system. The distribution system elements such as switches, transformers and cables, will be provided by the electric provider. The costs associated with the installation of these elements will be pursuant to the applicable CPUC tariffs (for PG&E) or per the Rules and Regulations Governing SFPUC Electric Service, Distribution Line Extensions and Service Line Extensions (for SFPUC PE).

17.2.2 Natural Gas

The total cumulative peak gas demand (design) for the Project is approximately 340 Mcfh. This is based on typical utility demands for specific types of land use and Project climate zone.

The gas distribution system is planned to be an element of a joint trench system. On some streets, in order to provide ten feet of separation between proposed building structures and gas piping systems, gas mains may require to be separated from the joint trench into a gas only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

17.2.3 Lighting

The project will install a street lighting system on all streets. The street lights and system within the public streets will be owned and maintained by the SFPUC. The light features and poles within the public streets will be selected from the SFPUC catalogue and be consistent with the SFPUC design standards for spacing, photometrics and installation details. The light systems within the private streets, parks and plazas will be privately owned and maintained by the Project Master Association.

17.2.4 Communications

The communications systems are planned to be an element of a joint trench or common trench system.

AT&T, Comcast and DTIS will provide new service for the proposed Project as participants in the joint trench system. Facilities will be placed in franchised areas. The Project will be responsible for trench cost to accommodate AT&T, Comcast and DTIS, as well as installing conduits and substructures for AT&T and DTIS. Some of the project

AT&T costs may be reimbursable based on applied tariffs. Comcast will provide the placement of their facilities at their own expense.

17.2.5 Renewables

The project will comply with the San Francisco Green Building Code Better Roof requirements, which will include photovoltaic generation on a portion of the roofs providing additional on-site renewable energy resources. The photovoltaic generation on-site will be subject to the power provider's requirements.

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project dry utility system to serve the distribution system capable of balancing captive supply and demand resources. The Project will reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project will be backed up by the Project Electric System and will not supply all project electrical demand.

17.2.6 All-Electric Building Heating and Cooling

The project may elect to eliminate the use of natural gas for space heating and domestic water use, which would reduce operational greenhouse ("GHG") emissions and limit on-site combustion. During the design of the mechanical system for each building, the feasibility of systems that provide for all-electric space heating and domestic hot water production shall be explored. However, future utility rates and the impact on affordability will be considered as part of the determination of feasibility made by the Project Sponsor for using all-electric systems for building heating and cooling.

17.3 Proposed Dry Utility System Phasing

The Project will design and install the new joint trench system as-needed to facilitate a specific proposed Development Phase, and consistent with the requirements of the Project Phasing Plan. The amount and location of the proposed joint trench installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities necessary to support the proposed Development Phase will be designed and constructed by the Developer. Temporary joint trench or overhead facilities and poles may be constructed and maintained by the Developer as necessary to maintain service to existing buildings or adjacent properties as necessary.

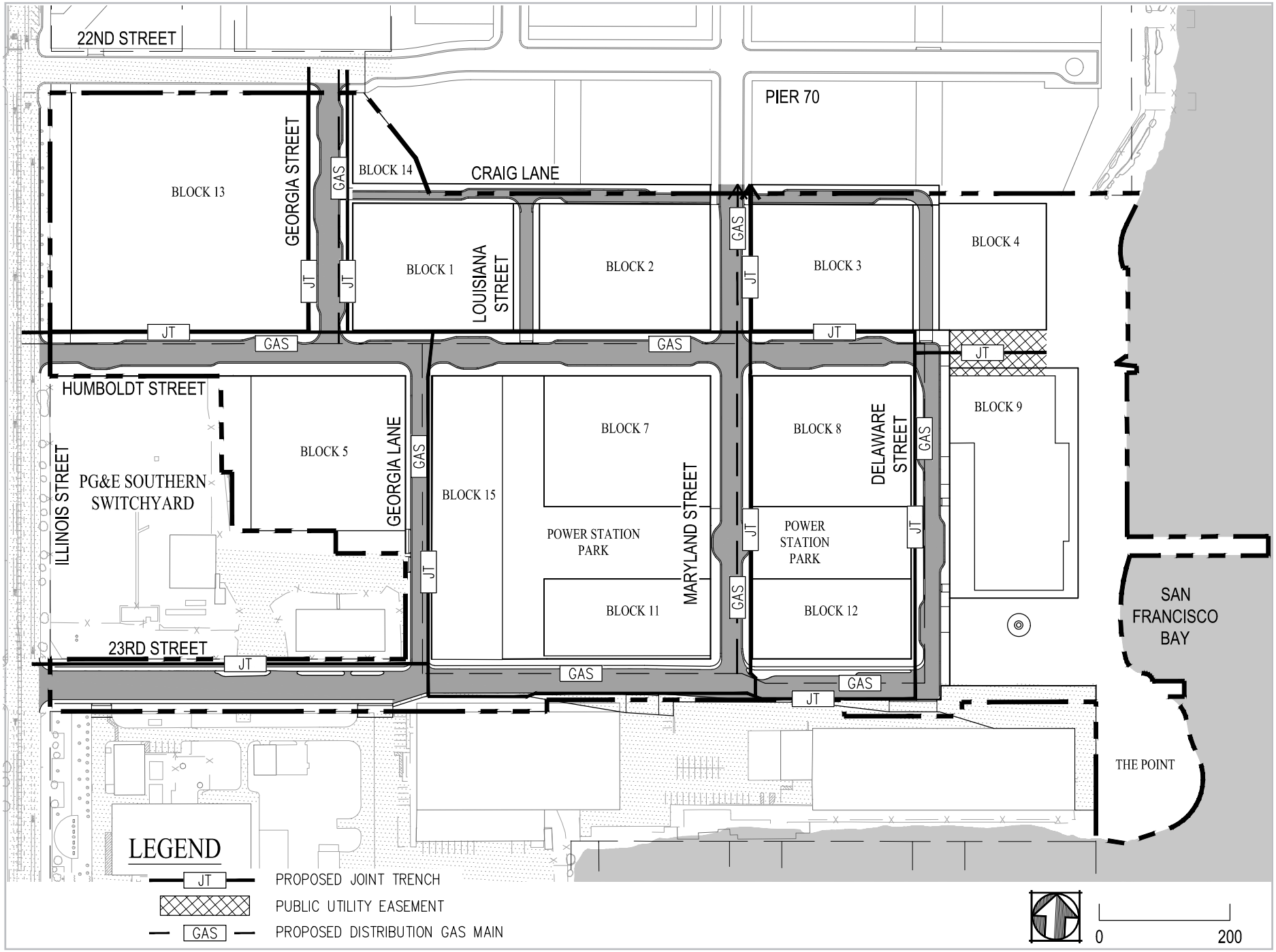


Figure 17.1 Proposed Joint Trench System

18 23RD STREET – PRIVATE STREET SCENARIO

The eastern segment of 23rd Street is currently privately owned. The street is intended to be constructed to public street standards and is proposed to be dedicated as a public street with Department of Public Works approval. Approval and acceptance of this segment of 23rd Street as a public street is subject to extinguishing an existing private PG&E high voltage line easement within this corridor. Accordingly, the potential for this segment of 23rd Street to remain a privately owned and maintained street has been considered. In this private street scenario, the public utility systems planned within this corridor, as described in the previous sections, will be reconfigured to minimize public utility installations within the private portion of 23rd Street. The following is a description of each utility system and the potential reconfigurations that will be considered in the 23rd Street private street scenario.

18.1 Auxiliary Water Supply System (AWSS)

The AWSS pipeline corridor through the project site will provide connections to the pipeline to be constructed by Pier 70 in Maryland Street to the north and to the existing pipeline at the 23rd Street / 3rd Street intersection. An alternative route of the AWSS pipeline through the project site utilizing Humboldt Street and Georgia Lane will eliminate placement of the AWSS pipeline within the 23rd Street private street segment. This alternative route is depicted on Figure 18.1.

The utility configurations and separations within these segments of Humboldt Street and Georgia Lane will be adjusted to accommodate the addition of the AWSS pipeline. This will require placement of pipelines within the curb bulb-outs planned at the pedestrian crossings of Humboldt Street, which are less than 100 feet long. The segments of utilities within these bulb-outs will be installed in a steel sleeve as required by the SFPUC and DPW. The modified utility sections for these segments of Humboldt Street and Georgia Lane are depicted in Figures 18.4.

18.2 Sanitary Sewer System

As described in Section 14, there are two alternatives configurations of the proposed separated sanitary sewer system:

(1) On-Site Pump Station with a force main connecting to the existing combined sewer pipeline within the existing public right of way segment of 23rd Street.

(2) Northern Connection Alternative with gravity flow connecting to the combined sewer system planned to be installed by Pier 70 to the north. This alternative eliminates the on-site pump station and force main in 23rd Street. Refer to Figure 18.3.

For the first alternative in the 23rd Street private street scenario, an alternative route of the sanitary sewer force main through Humboldt Street and Georgia Lane will eliminate placement of the force main within the 23rd Street private street segment. The force main will connect to the new gravity combined sewer pipeline in Georgia Lane just south of Humboldt Street intersection. This alternative route of the sanitary sewer force main is depicted in Figure 18.2.

The utility configurations and separations within these segments of Humboldt Street and Georgia Lane will be adjusted to accommodate the addition of the sanitary sewer force main as previous discussed. The utility sections for these segments of Humboldt Street and Georgia Lane are depicted in Figures 18.4.

18.3 Low Pressure Water

There is an existing low-pressure water pipeline within the private segment of 23rd Street in order to provide service to the adjacent properties to the south. A publicly maintained low pressure water line will be necessary through the 23rd Street private street segment in order to maintain service to adjacent properties and provide redundancy to the systems within the Project. Service laterals to the blocks along the north side of 23rd Street will not be allowed to connect to the existing main within 23rd Street in order to avoid laterals crossing the existing high voltage line.

18.4 Storm Drain System

The high point elevation of 23rd Street within the Project will be positioned at the public / private ownership line. Accordingly, the watershed division will be at this line as well and the private street segment will be entirely within the separated storm drain watershed. A storm drain pipeline will be installed within the private segment of 23rd Street to convey runoff to the public storm drain system planned within Delaware Street to the north, eventually discharging to the Bay via the proposed Project stormwater outfall. The storm drain pipeline within this segment of 23rd Street will be private in the private street scenario.

18.5 Joint Trench System

The configuration of the joint trench in 23rd Street may need to incorporate alternative layouts or special facilities in order to address the existing high voltage lines in this corridor and the existing loading docks to remain on the south side of the street. The exact location of the joint trench in 23rd Street will be determined during the detailed design stage of the project.

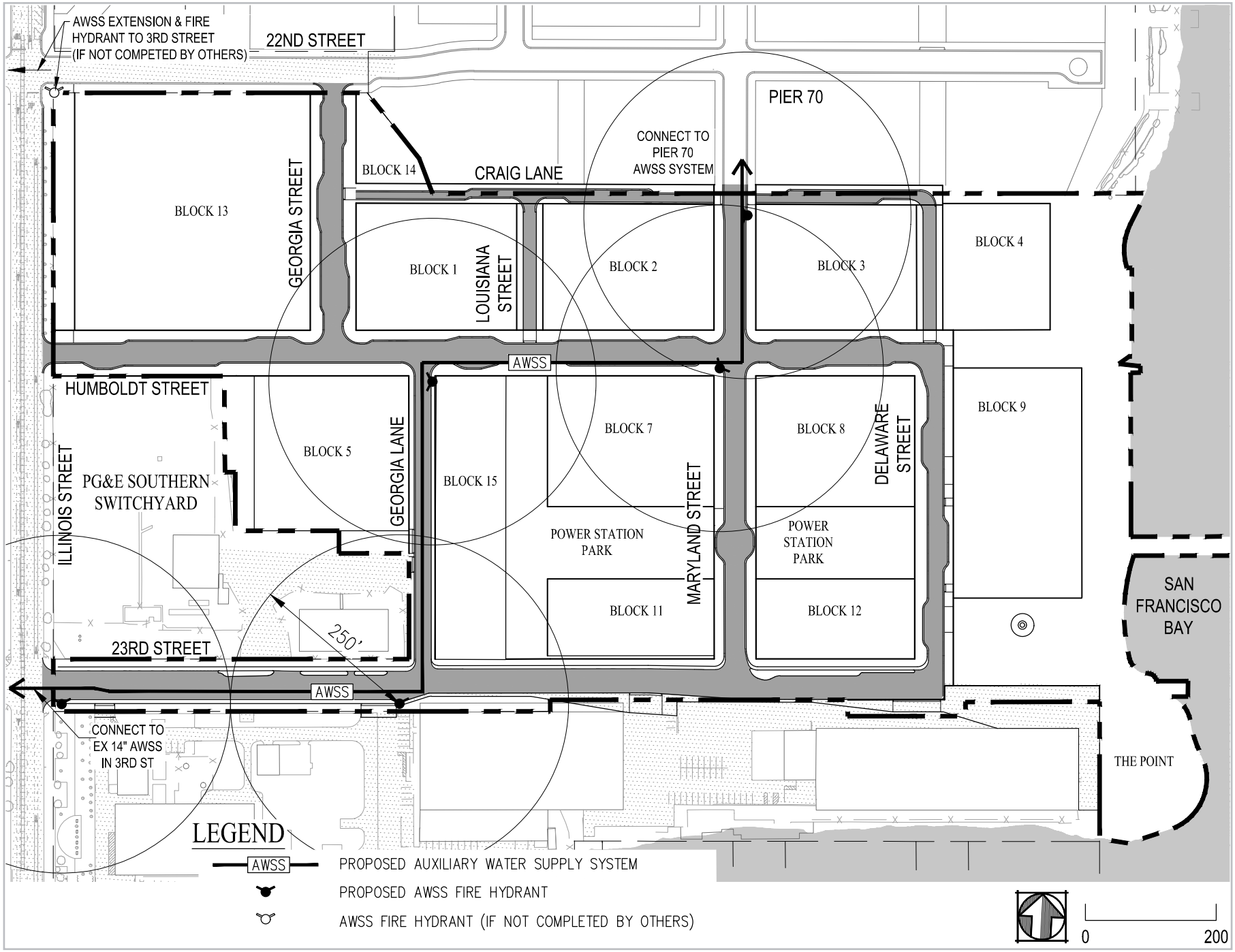


Figure 18.1 Proposed Alternative AWSS System

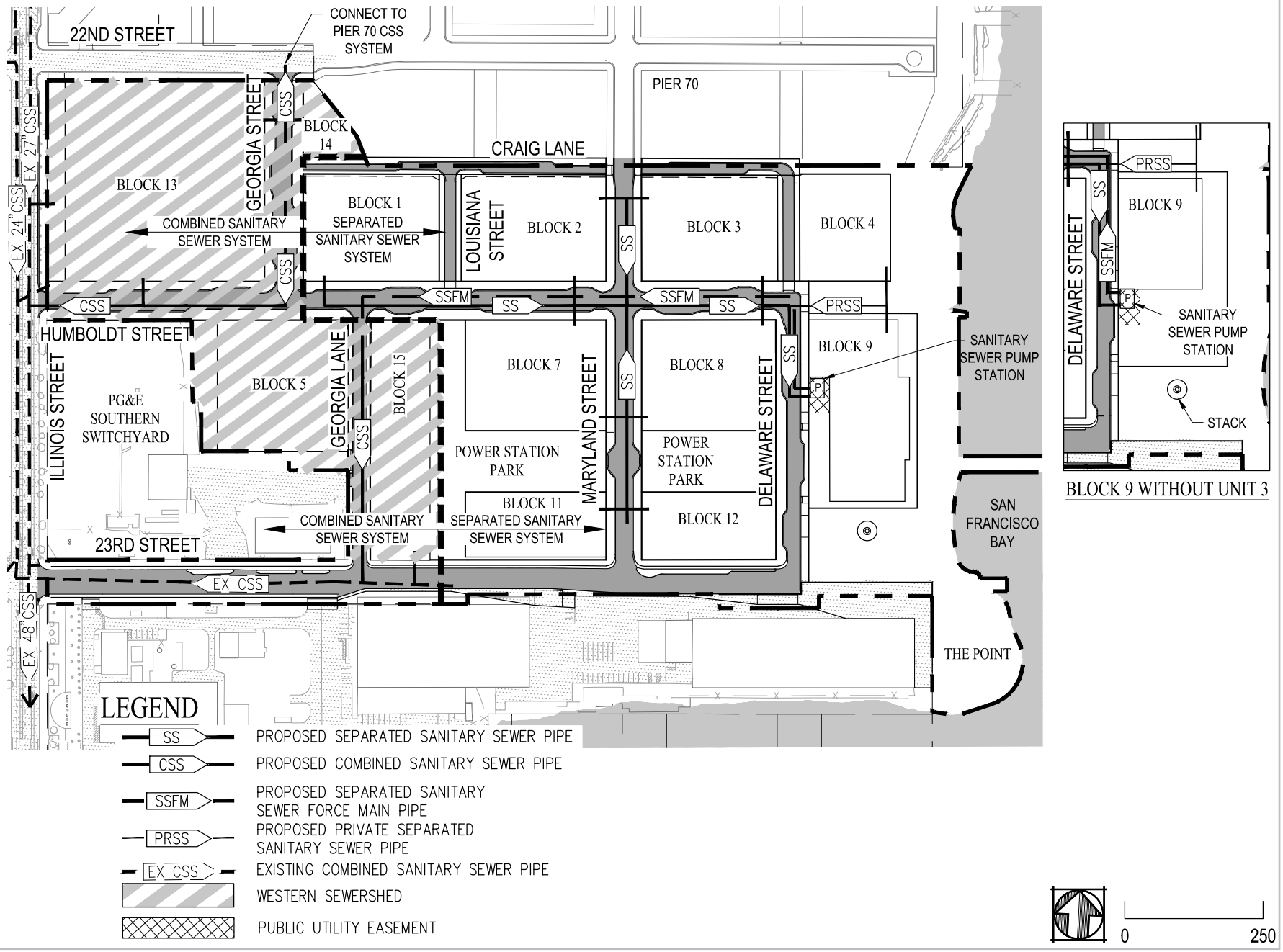


Figure 18.2 Proposed Alternative Combined and Separated Sanitary Sewer Systems

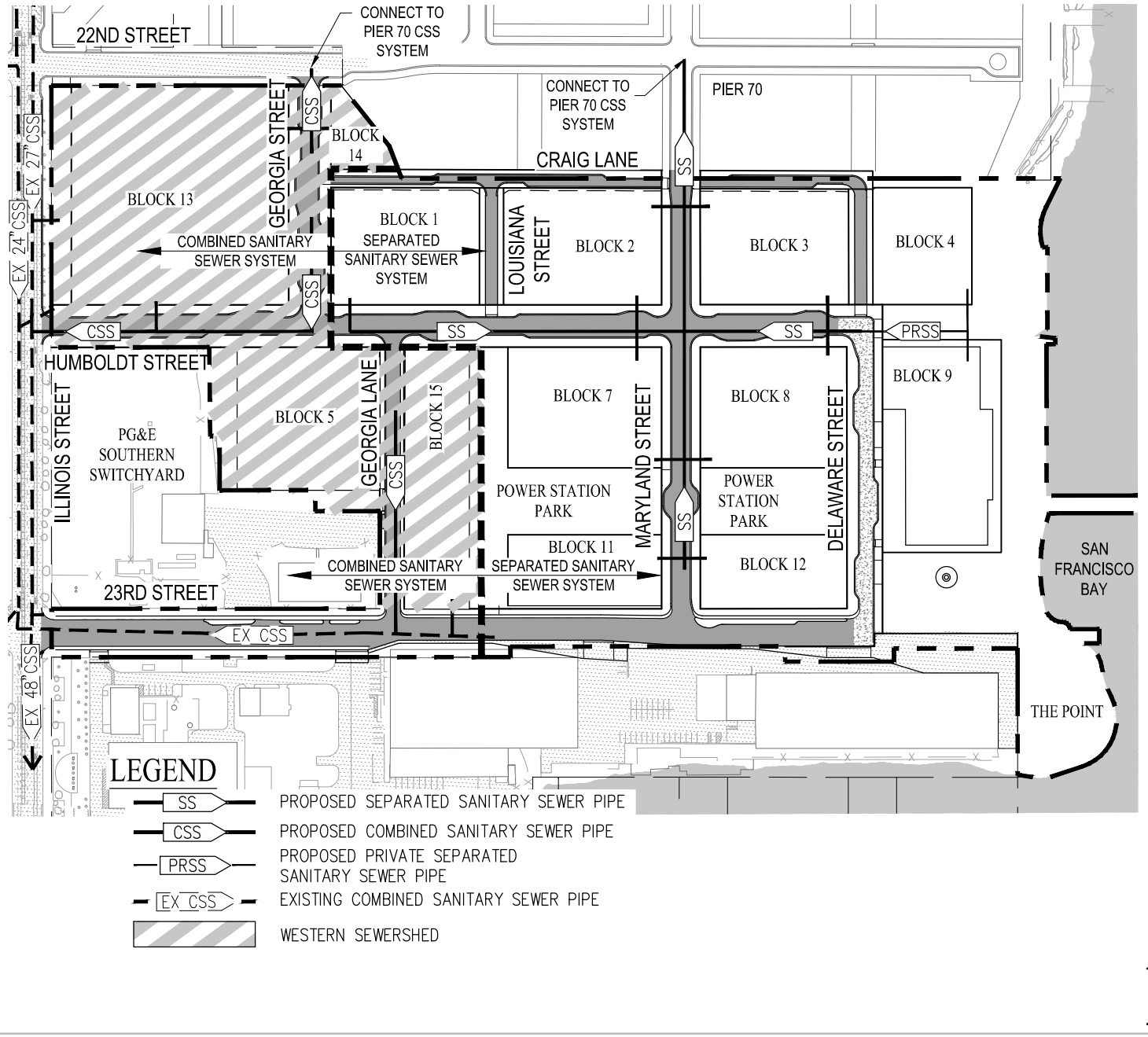


Figure 18.3 Proposed Separated Sanitary Sewer - Northern Connection Alternative

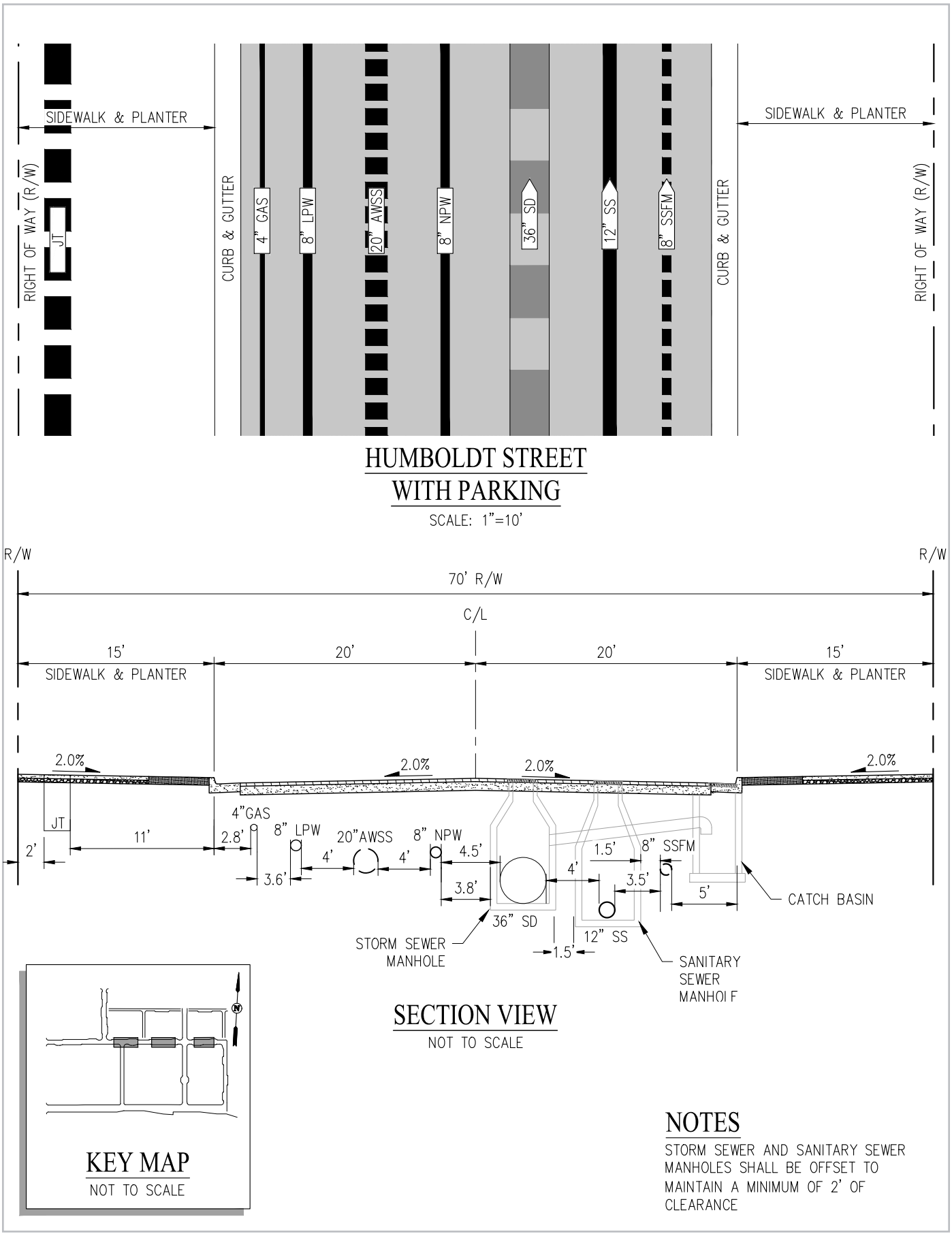


Figure 18.4 Alternative Utility Configurations

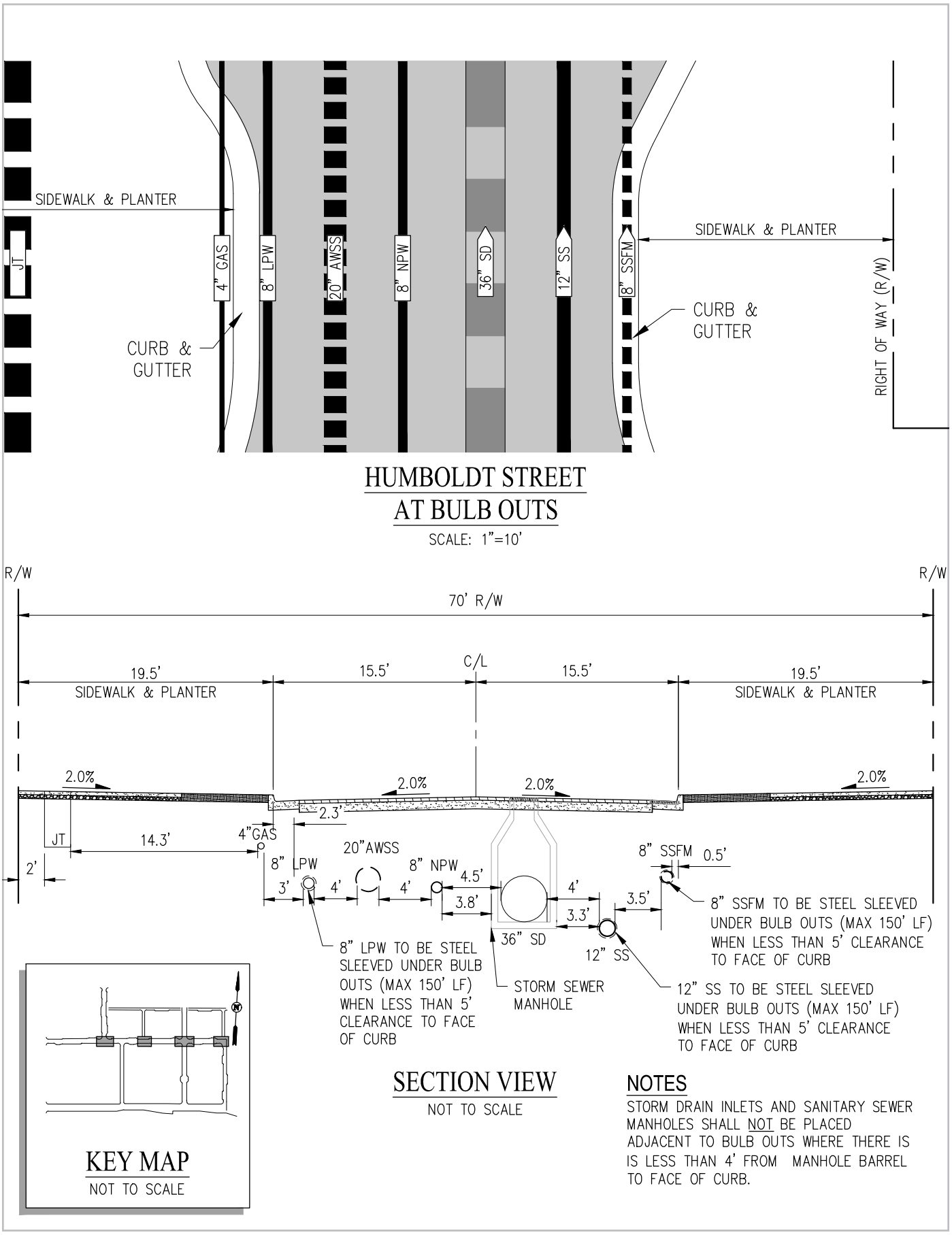
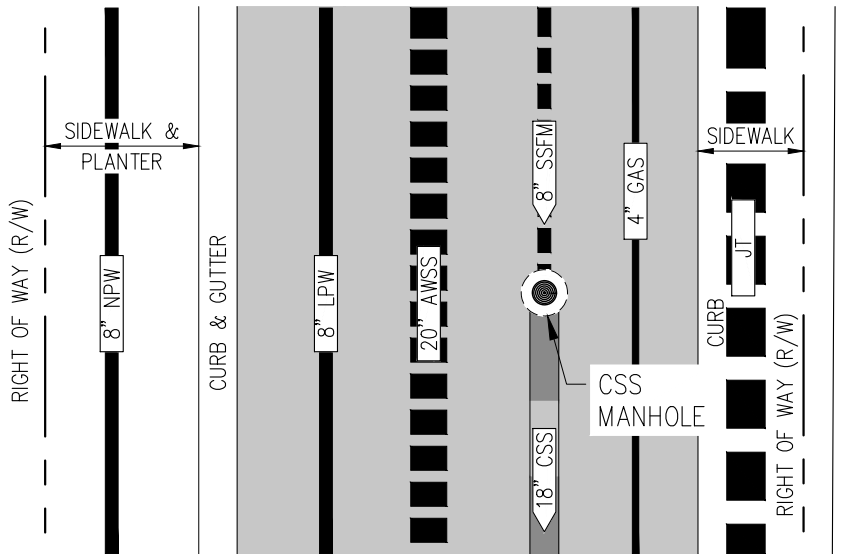
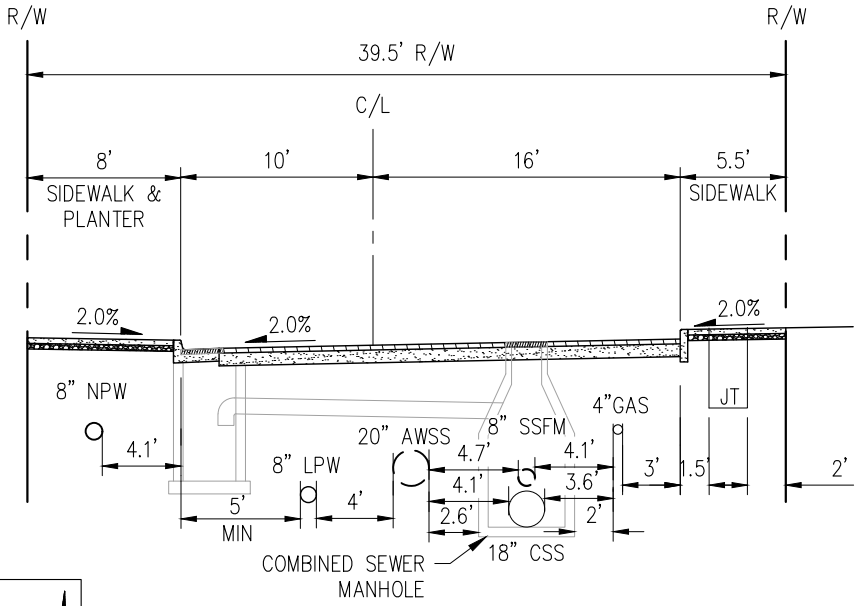


Figure 18.4 Alternative Utility Configurations



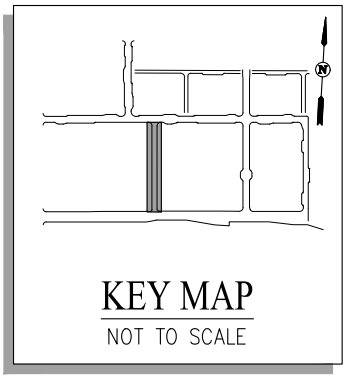
GEORGIA LANE

SCALE: 1"=10'



SECTION VIEW

NOT TO SCALE



KEY MAP

NOT TO SCALE

Figure 18.4 Alternative Utility Configurations

19 NO PG&E SUBAREA SCENARIO

This plan includes the redevelopment of the entire PG&E Subarea, such that the planned infrastructure could support the full development program contemplated. However, the PG&E Subarea redevelopment is subject to PG&E's long-range facilities planning. Portions of the PG&E Subarea may or may not ultimately be redeveloped. In the scenario that the PG&E Subarea is not redeveloped, the majority of the planned infrastructure within the PG&E subarea will not be constructed. The modifications to the planned infrastructure are further described below and depicted on Figure 19.1.

The western extent of Humboldt Street and utilities, except low pressure water, will be terminated at the western boundary of the Power Station Subarea with a turnaround that is compliant with the SFFD Fire Code. The sidewalk adjacent to the turnaround will be reduced to 6-feet. The western extent of Craig Lane will terminate at the intersection with Louisiana Street. A private driveway will be provided from this intersection to the loading dock planned on the north side of Block 1.

The low pressure water may be extended through the PG&E Subarea with Phase 1 in order to provide a redundant point of connection. This pipeline would be installed within the existing water line easement that is in favor of the Power Station Subarea, as depicted on Figure 19.1.

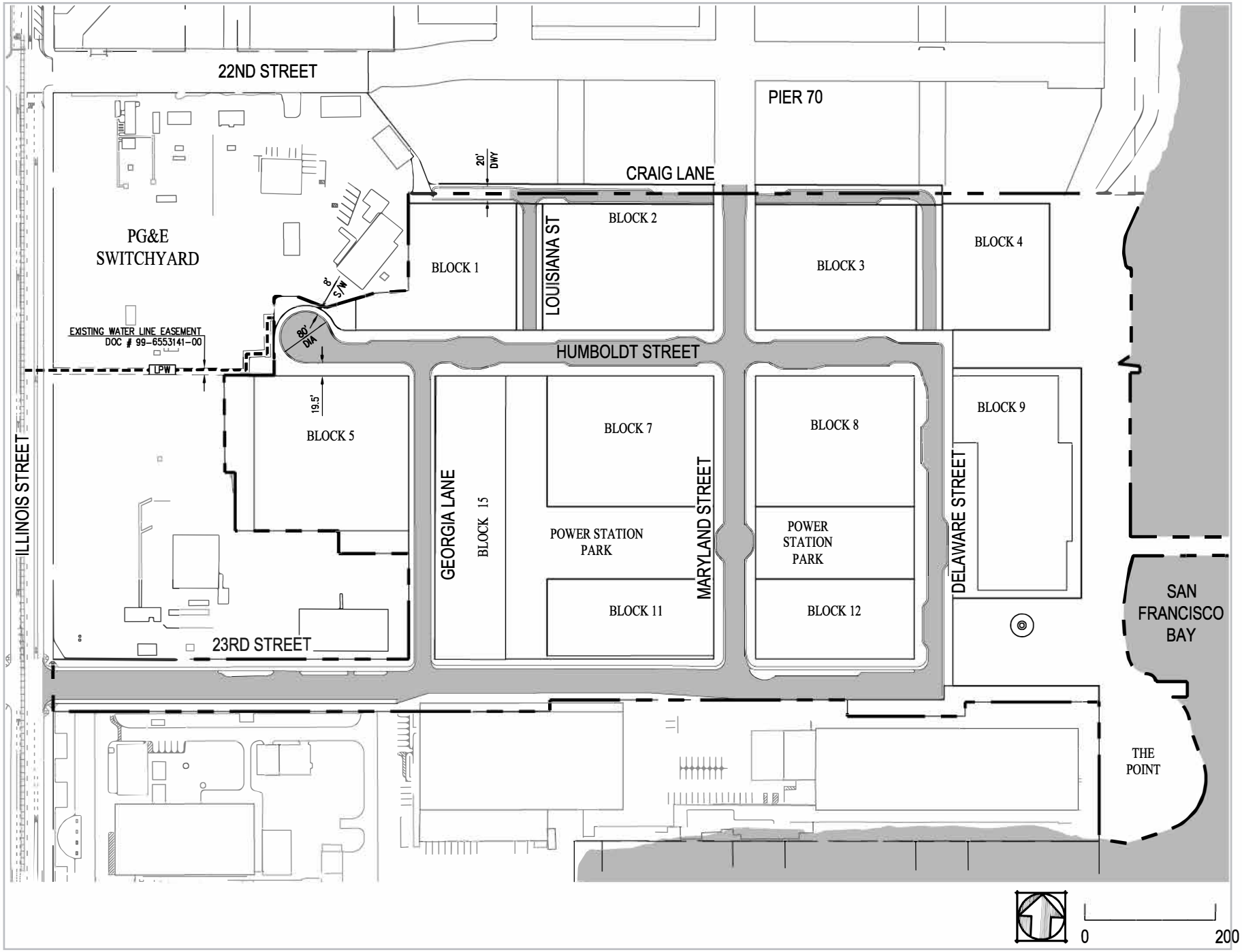


Figure 19.1 No PG&E Subarea Scenario

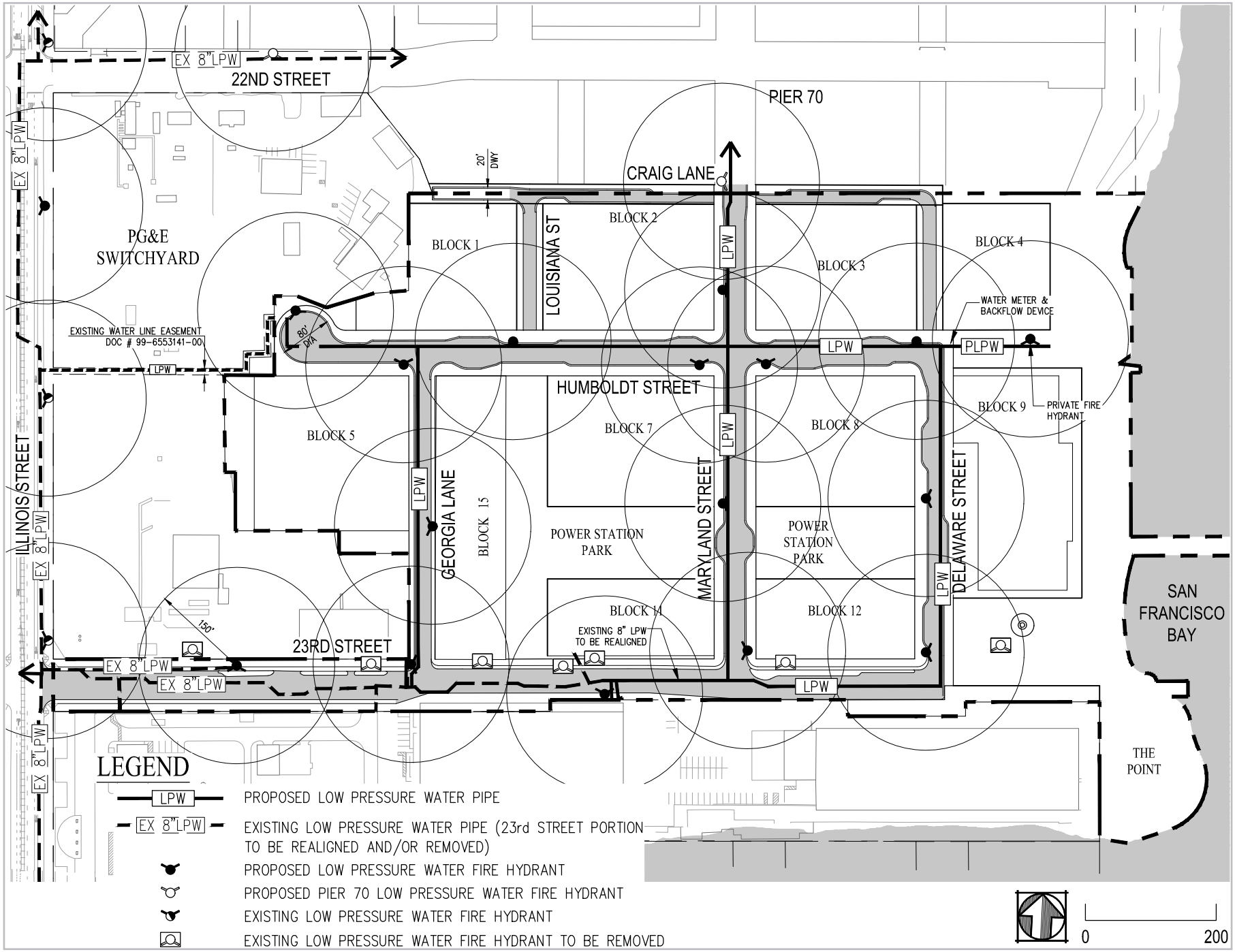


Figure 19.2 No PG&E Subarea Scenario – Proposed Fire Hydrant Locations

Exhibit H
Intentionally Omitted

Exhibit I
Transportation Plan

Exhibit I
Transportation Plan

I. TRANSPORTATION SUSTAINABILITY FEE

A. Payment by Developer. Developer shall pay to SFMTA the "**Transportation Sustainability Fee**" in accordance with Planning Code section 411A and Section 5.8 of the Development Agreement, subject to any annual escalation permitted by the Section 5.8.2 of the Development Agreement, that SFMTA will use and allocate in accordance with Section I.B below. The Transportation Sustainability Fee must meet all requirements of, and will be payable on all Buildings in accordance with, Planning Code sections 411A.1-411A.8 and the Development Agreement. In the event of any conflict between 411A.1-411A.8 and the Development Agreement, the Development Agreement shall control. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Transportation Plan.

B. Accounting and Use of Transportation Sustainability Fee by SFMTA. Planning Code section 411A.7 will apply except as follows: The Treasurer will account for all Transportation Sustainability Fees paid for each Building in the Project (the "**Total Fee Amount**"). SFMTA will use an amount equal to or greater than the Total Fee Amount to pay for uses permitted by the TSF Fund under Planning Code section 411A.7 (including SFMTA and other agencies' costs to design, permit, construct, and install a series of transportation improvements) in the area surrounding or serving the Project Site (the "**Transportation Improvements**"). SFMTA and other implementing agencies will be responsible for all costs associated with the design, permitting, construction, installation, maintenance, and operation of the Transportation Improvements above the Total Fee Amount. Examples of Transportation Improvements that SFMTA may fund with the Total Fee Amount include:

- **Muni Metro East (MME):** Capital costs associated with an expanded facility for on-site storage and operation during facility rebuilding, capacity for expanded bus and LRV fleet, and tracks for storage.

- **Core Capacity Improvements:** Automation of train controls to reduce wait times between trains, and reduce delays.

- **Cesar Chavez Bike Connection:** Improve bicycle and pedestrian circulation in the area known as "the Hairball" – Cesar Chavez Street, Bayshore Boulevard and Potrero Avenue and Highway 101.

- **East-West Bike Connector:** Implementation of a connection across Caltrain tracks, likely between 17th Street and Owens Street, to connect the 4th Street bikeway and the 17th Street bikeway.

- **Bus Overhaul Program:** Mid-life overhauls on the New Flyer fleet of 40-foot and 60-foot motor coaches, and 40-foot and 60-foot trolley coaches to improve vehicle reliability,

reduce incidents of breakdowns, and prevent service interruptions and additional costly repairs.

- **Light Rail Vehicles:** Procure LRVs to expand Muni's fleet and to replace LRVs that are nearing the end of their useful life.

- **Pedestrian Improvements:** Create sidewalks where there are none, considering physical feasibility, support of abutting property owners, and impact on utilities. Specific focus should be given to streets in Dogpatch including 23rd Street between Pennsylvania Street and the San Francisco Bay and between Illinois Street, Mariposa Street and Cesar Chavez Street.

- **Traffic Calming Improvements:** Traffic calming measures as warranted in Dogpatch and Potrero Hill. Specific focus should be given to streets including the Indiana and Minnesota corridors in the Dogpatch neighborhood, and the 17th and 18th Street corridors in the Potrero Hill neighborhood, and areas in both neighborhoods impacted by freeway access.

- **18th Street Bridge Safety Enhancements:** Propose conceptual designs to enhance safety on the existing 18th Street overpass over Highway 280.

- **Water Transit:** If service is proposed by the completion of Project buildout that meets the criteria in this section and is aligned with San Francisco's *Guiding Principles for Emerging Mobility Services and Technologies*, then up to $2.5 million for pilot program for expanded network of water transit connections within San Francisco. Funds may be used for operations only, unless the provider is a public transportation agency, in which case funds may be used either for operations or in support of capital needs. To be eligible for these funds, a service must demonstrate alignment with San Francisco's *Guiding Principles for Emerging Mobility Services and Technologies*. The service must also meet the following criteria:

    - Provision of regularly scheduled service, with allowance that the schedule may shift over the course of the pilot period to be responsive to population changes/population needs;

    - Service to multiple locations along San Francisco's northern waterfront and central/southern Bayfronts;

    - Duration of a pilot program is no less than 18 months;

    - Provision to the City of raw data and analysis, developed in accordance with methodology developed by the City, evaluating the success of the pilot program;

    - All trips supported by the funds are available to the public (no private trips); and,

    - The operator must have verifiable experience operating service of a similar scale and with similar operating characteristics and a demonstrated history of compliance with local, state, and federal regulatory requirements.

- **Safe Streets Around Jackson Park:** Transportation-related elements that support safe streets around a renovated Jackson Park, once it is an approved City project. Two-and-a-half million dollars ($2,500,000.00) will be used to support any of the following improvements, if warranted: street and sidewalk improvements, accessibility improvements, upgraded crosswalks, striping, traffic signals or signage, traffic calming such as speed humps, and/or corner bulbouts.

With respect to the Transportation Improvements, nothing in this Transportation Plan will prevent or limit the City's absolute discretion to: (i) conduct environmental review in connection with any future proposal for improvements; (ii) make any modifications or select feasible alternatives to future proposals that the City deems necessary to conform to any applicable laws, including CEQA; (iii) balance benefits against unavoidable significant impacts before taking final action; (iv) determine not to proceed with such future proposals; or (v) obtain any required approvals for the improvements.

II. TDM PLAN

Developer shall implement the Transportation Demand Management Plan (the "**TDM Plan**") attached as TP Schedule 1, including FEIR Mitigation Measure M-TR-5. Developer shall record the Development Agreement (which includes the TDM Plan) against the Project Site. During the term of the Development Agreement, the City may enforce the TDM Plan only pursuant to Article 9 of the Development Agreement. After the expiration or earlier termination of the Development Agreement, the City may enforce the TDM Plan through Article 1.7 of the Planning Code, except that the Zoning Administrator may only impose a penalty of up to Two-Hundred and Fifty Dollars ($250.00) per violation of the TDM Plan. The TDM Plan ensures that vehicle trips associated with the Project will not exceed eighty nine percent (89%) of the vehicle trips that the Project would otherwise have generated, as calculated for the Project in the FEIR and the *Technical Memorandum–Potrero Power Station Mixed-Use Development Project Estimation of Project Travel Demand*, April 2018. The TDM measures (the "**TDM Measures**") detailed in the TDM Plan, made in consultation with the relevant agencies, achieves the TDM Plan's modal commitment.

III. SFMTA CONTACT

SFMTA commits to designating a staff person to assist in implementing the transportation related components of the Project, including this Exhibit, the Development Agreement, and the FEIR. This staff person will be a point person for the Developer and the community.

IV. RPP PERMITS

The Project will not be eligible for Residential Parking Permits under San Francisco Transportation Code section 405. Developer has agreed that such restriction will be included in the CC&Rs.

V. SFMTA EMPLOYEE RESTROOM

A subsequent license agreement between the SFMTA and the Project will include provisions related to the following:

- Project's obligation to build a restroom pursuant to SFMTA specifications.
- License for SFMTA employees (operators, inspectors, parking control officers, and supervisory staff) to access property to use the restroom.
- SFMTA employee use of the restroom permitted on a 24/7 basis.
- The restroom will be for the exclusive use of SFMTA employees.
- Developer is responsible for maintenance and repair of the restroom.
- Developer is responsible for keeping the restroom insured against damage, destruction, and loss.

VI. MUNI BUS SHELTER

Developer shall provide a bus shelter at Block 12, as further described below:

- Developer will provide a shelter that meets SFMTA's specifications with regard to overhang, seating, provision of electricity, space for signage/real-time information, accessibility, and other elements.
- The SFMTA shall have access to shelter elements to update maps, signage, and other customer-serving information.
- Developer will be responsible for seeking any required encroachment permits for the shelter, with SFMTA's support.
- Non-SFMTA advertising may not be displayed on or within any part of the shelter.
- Developer is responsible for maintenance and repair of the shelter.

TP Schedule 1
TDM Plan

TDM Plan
Potrero Power Station Mixed-Use Development Project

This Transportation Demand Management Plan (this "TDM Plan") governs the Potrero Power Station Mixed-Use Development Project, developed under and as more particularly defined in the Development Agreement (the "Project"). Developer, SFMTA, and the Planning Department have jointly prepared this TDM Plan as an alternate means of satisfying the intent of Planning Code Section 169 for the Project. The requirements of this TDM Plan shall apply for the life of the Project and survive the expiration of the Development Agreement. In the event of any conflict between the Development Agreement and this TDM Plan, the provisions of the Development Agreement shall govern and control, as more particularly described below.

In addition to the implementation of the TDM Measures described below, the Project is required by Mitigation Measure M-TR-5 of the Project's Environmental Impact Report (EIR) to reduce the number of Project-generated vehicle trips during the p.m. peak period by an estimated 11 percent compared to the number of automobile trips that would occur without the application of TDM Measures. This 11 percent reduction is accounted for in the maximum vehicle trips as shown in the table within Mitigation Measure M-TR-5.

The Project is also subject to Mitigation Measure M-AQ-2e, which seeks to promote the use of clean fuel-efficient vehicles. Mitigation Measures M-TR-5 and M-AQ-2e may be amended from time to time through subsequent environmental review or as otherwise permitted under the terms of the Project's Mitigation Monitoring and Reporting Program, and any such amendments shall supersede this TDM Plan.

APPLICABLE TDM MEASURES[1]

The Project must comply with the following TDM Measures to the extent described below, which are intended to work together to effect behavioral change and reduce vehicle miles traveled. As noted below, some of the TDM Measures will be implemented as a part of the construction or operation of a Qualifying Development (i.e., vertical construction), and others will be implemented on a district-wide basis, independent of any particular building and in some instances in association with horizontal infrastructure work.

A "Qualifying Development" is a building constructed by the Project containing ten or more Dwelling Units or more than 10,000 square feet of Occupied Floor Area of any use other than Residential (excluding any area used for accessory parking), or any change of use of a building initially constructed by the Project of more than 25,000 square feet of Occupied Floor Area of any use other than Residential. Qualifying Development shall not include 100% Affordable Housing Projects (as defined in the Housing Plan) or any building or change of use not located or occurring on the Project Site.

"Dwelling Units" and "Occupied Floor Area" are defined in the Design for Development. "Residential", "Office", and "Retail" uses are defined in the TDM Program Standards. "TDM Program Standards" is defined as the TDM Program Standards 1.0, adopted by the San Francisco Planning Commission on August 4th, 2016 and updated February 17, 2017. In the event of a conflict between this TDM Plan and the TDM Program Standards, this plan shall control, subject to the hierarchy set forth below.

I. TDM MEASURES APPLICABLE TO PARTICULAR BUILDINGS

A. Multimodal Wayfinding Signage within Buildings (INFO-1)

Applies to: Qualifying Residential and Non-Residential Development

Building signage and wayfinding to indicate points of connection between different modes of transportation can help increase people's understanding of their non-auto travel options (see Figure 1). Each building lobby will include signage directing individuals to physical TDM Measures within and adjacent to the building, such as bicycle parking, locker rooms, car-share, etc. Where appropriate, signage within building lobbies may also include sitewide features, such as shuttle

[1] The TDM Measures recognized by the City through the TDM Ordinance guidance materials are organized according to the categories set forth in the guidance materials. These categories include:

- INFO – Information Services
- ACTIVE – Active Transportation
- PKG – Parking Management and Policies
- HOV – High Occupancy Vehicle Measures
- CSHARE – Car Share and Scooter Share
- FAMILY – Family-Supportive Measures
- DELIVERY – Delivery-Supportive Measures
- LU – Land Use

and bus stop locations. Signage can also indicate the nature and location of nearby transit or bicycle routes.

Implementation. Each Qualifying Development shall provide multimodal wayfinding signage.

Figure 1 Wayfinding Examples







B. Real-Time Transportation Information Displays (INFO-2)

Applies to: Qualifying Office Development

This TDM measure makes information readily available, thereby increasing awareness of local transit options and facilitating efficient trip planning and the use of non-auto modes of transportation. This TDM Measure consists of providing real-time transportation information to employees and visitors of buildings containing more than 25,000 square feet of Occupied Floor Area of Office use. Depending on the technologies available when the applicable building is constructed, information could be displayed on screens in lobbies (see Figure 2) and other high traffic areas, as well as on a potential Project website and other communications channels.

Implementation. Each Qualifying Development that has more than 25,000 square feet of Occupied Floor Area of Office use will include dynamic transit information displays in building lobbies or use a similar approach based on state-of-the-practice technology at the time of building design.

Figure 2 Transit Information Screen Displays



C. Bicycle Parking in Compliance with Code Requirements (ACTIVE-2)

Applies to: Certain Qualifying Residential and Non-Residential Development

Safe and convenient bicycle parking is a key ingredient for creating a bicycle-friendly environment. The Project intends to provide bicycle parking spaces at the Code-required amount, consistent with the Design for Development. There are several methods of providing secure (Class I) bicycle parking spaces for residents and employees. Bicycle rooms or cages can be placed at convenient locations within buildings or in nearby public spaces, and bicycle owners who qualify can receive a key or access card to use the space (often the same card used to access an elevator or parking garage).

On-street Class II bicycle racks in highly visible locations will also be provided to facilitate short-term bicycle parking. Bicycle racks will be easy to use and located in the most visible and convenient parts of the building frontage (near entrances to establishments at the Project). Public bicycle parking is often considered secure when it is situated in well-lit, highly visible areas.

Implementation. Each Qualifying Development will include Class I bicycle parking spaces and Class II bicycle parking spaces as required by the Design for Development.

D. Showers and Lockers for Employees (ACTIVE-3)

Applies to: Certain Qualifying Non-Residential Development

Showers and lockers located near bicycle rooms can allow those who bicycle, walk or run longer distances to rinse off and change from clothing suitable for cycling to work attire, eliminating one potential barrier to cycling, walking or running to work. As such, the Project will provide showers and lockers for employees of Office, Retail, and PDR uses in amounts required by the Design for Development.

Implementation. Each Qualifying Development will install and maintain showers and lockers in or near bicycle storage as required by the Design for Development.

E. Bicycle Repair Stations (ACTIVE-5A)

Applies to: Certain Qualifying Residential and Non-Residential Development

Maintenance can be a key barrier to using a bicycle as a primary transportation mode. Fix-it stations can address this barrier by providing a place to complete bicycle repairs that could include fix-it poles (to allow bicycles to be hoisted off the ground for easier access) and bicycle tools. These fix-it stations can also be equipped with up-to-date bicycle maps, information on bicycle-related programming onsite or nearby, and other information for cyclists.

Implementation. Each Qualifying Development that is required to provide bicycle parking spaces under TDM Measure "ACTIVE-2" will install a regularly maintained bicycle fix-it station similar to the one shown in Figure 3 in or immediately adjacent to bicycle storage. The bicycle fix-it station will be fitted with a fix-it pole or other mechanism to hold bicycles for repair, appropriate tools, and bicycle-related information.

Figure 3 DERO Bicycle Fix-it Station



Source: DERO

F. Unbundle Parking (PKG-1)

Applies to: Residential, Office and Retail Uses

"Unbundling" parking means that the cost of parking is separate from the cost of residential and commercial units. It is an increasingly common practice in urban areas, and the City of San Francisco requires residential developments to unbundle parking.

Unbundling parking costs changes parking from a required purchase to an optional amenity, so that households can choose how many spaces they wish to lease or purchase. This approach provides a cost savings to households who decide to dispense with their cars, and it can help attract households who wish to live in a transit-oriented neighborhood where it is possible to live well with only one car, or even no car, per household.

For this measure to work optimally for Office uses, the users of parking – not their building managers or employers – must be the ones who ultimately pay daily or monthly costs.

Implementation. Parking costs shall be unbundled from Residential, Office and Retail uses. Parking costs will not be included in the sale or lease price for Dwelling Units. For Office and Retail uses, employers shall not pay the cost of parking for their employees.

G. Short-Term Daily Parking Provision (PKG-2)

Applies to: Retail Uses

When drivers pay a fixed fee for an unlimited amount of parking over a specified period, they are encouraged to drive on days when other modes of transportation may have been reasonably available because they have already paid for parking services. To shift the decision-making process away from driving and reduce excess parking demand, parking will be managed at an hourly or daily rate only, without a long-term parking option for Retail employees or visitors.

Specifically, any available parking within the shared parking supply could be used by site visitors at an hourly or daily rate. Grocery Store parking could be dedicated for grocery use during business hours. For additional information regarding general assumptions for the Project's parking system, see PKG-4: Minimize Parking Supply.

Implementation. Project parking facilities shall not offer a parking rate or pass for a term longer than one day for employees and visitors of Retail uses.[2]

H. Minimize Parking Supply (PKG-4)

Applies to: Residential Uses

Building excessive parking leads to increased automobile use, contributing to more vehicle trips, increased traffic congestion, higher housing costs, and greater greenhouse gas emissions. Given the large number of households with no vehicles and the demand for housing in San Francisco, a limited supply of parking could be expected to attract a high proportion of residents without vehicles, which in turn should result in fewer vehicle trips from the Project. The Project site will be directly served by high-quality transit and is in a neighborhood that is already facing vehicular congestion, which further discourages driving and parking.

Implementation. Through the Project SUD, the Project has established a maximum Residential parking ratio of 0.6 spaces per unit, which is lower than the neighborhood average. The Project is

[2] Deleted because second sentence does not make sense given the first sentence. If a parking pass cannot be offered for more than one day, then there can be no weekly or monthly passes.

permitted to provide parking on each block. Upon completion of all phases of the Project, no more than 0.6 resident parking spaces shall be provided per Dwelling Unit. Due to the phased nature of the Project, the Project may construct more or less than 0.6 spaces per Dwelling Unit within each building or phase, unless otherwise permitted by the Project SUD (as defined in the Development Agreement).

I. On-Site Car Share Parking (CSHARE-1)

Applies to: Certain Residential and Non-Residential Uses

Allowing residents, workers, and visitors to rent cars onsite can make it easy for people who do not have a car (or who have a limited number of cars per household) to have access to a vehicle when needed (e.g., to run errands that require hauling heavier items). The Project will provide car-share spaces in convenient and high-visibility locations in onsite parking facilities, with clear exterior signage to increase visibility and emphasize the convenience of car share.

As noted above, pursuant to Mitigation Measure M-AQ-2e, Developer shall also request that any car share program operator in the Project include electric vehicles within its car share program in the Project.

Implementation. Each Qualifying Development shall provide the number of car-share parking spaces required by the Design for Development, either within such building or within a publicly accessible parking facility located on the Project site.

J. Child Care (FAMILY-2)

Applies to: Certain Residential and Non-Residential Uses

Providing childcare services can help minimize a key barrier for parents who wish to take non-auto modes of transportation to work. In doing so, it can reduce travel needs for both residents and employees by eliminating an extra round trip to a separate childcare destination. A minimum of 12,000 square feet of childcare will be provided within buildings at the Project or within a one (1) mile radius of the Project.

Implementation. The Project shall provide childcare facilities as required by the Phasing Plan (Exhibit M of the Development Agreement).

K. Delivery Supportive Amenities (DELIVERY-1)

Applies to: Qualifying Residential and Office Development

Providing storage space for perishable groceries can have a direct effect on reducing trips by encouraging and facilitating online ordering. Where this type of measure has been implemented without direct staff monitoring at all times, building residents typically access deliveries through a locker system with unique pick-up codes that include the locker number and access times for the delivery recipient. Regardless of the precise method, providing some kind of secure place for delivery storage can allow residents and employees to confidently arrange for deliveries, even if they may not be able to pick items up or get them to their own refrigerator or pantry immediately.

Implementation. Each Qualifying Residential or Office Development will provide in-building lockers that are refrigerated and/or allow for dry storage of sensitive or perishable deliveries.

II. TDM MEASURES APPLICABLE SITEWIDE

A. On-Site Affordable Housing (LU-2)

Residents living in affordable housing typically own fewer cars per household than residents of market-rate units. A portion of the Project's residential units will be affordable as required by the Housing Plan attached as Exhibit D to the Project's Development Agreement.

Implementation. The Project will provide onsite affordable housing as required by the Housing Plan (Exhibit D of the Development Agreement).

B. Shuttle Bus Service (HOV-2)

Providing shuttle service to nearby regional transit hubs can reduce a barrier to commuting by transit. The Project will provide shuttle service to the 16th Street BART station and the 22nd Street Caltrain station as depicted in the Design for Development. The shuttle shall be sized to target a capacity utilization of approximately but no greater than 85 percent. If the 85 percent capacity utilization standard is consistently exceeded, the size or number of shuttles in operation shall increase.

The proposed service would run every 15 minutes during weekday peak periods and would comply with all applicable laws and regulations. The service would be open to the public and free to users, unless otherwise agreed upon with SFMTA. See the Design for Development for proposed onsite shuttle stop locations for legal loading and unloading, and preliminary dimensions.

Implementation. The Project shall provide a shuttle with connections to 16th Street BART and the 22nd Street Caltrain terminal within a timeframe determined by the SFMTA during implementation of the Project. The headways, routes, stop locations, schedule of service, and capacity utilization of the shuttle service described above may be adjusted from time to time by written agreement of the SFMTA based on the actual use and ridership of the shuttle and nearby Muni service.

C. Improved Walking Connections (ACTIVE-1)

High quality street design can greatly improve overall walking conditions, enhance access to transit, and facilitate safer and more convenient pedestrian and bicycle connections. A pedestrian-oriented urban design is essential for residents, employees, and visitors to fully take advantage of all available transportation options and programs throughout a site and nearby.

The Project's street cross sections are being developed with state-of-the-practice street design principles in mind. Streets within the development will be consistent with the Design for Development and Infrastructure Plan documents, both of which have been prepared in consultation with SFMTA, DPW, and the Planning Department to reflect the goals of the Better Streets Plan and urban street design guidelines from the National Association of City Transportation Officers (NACTO). The Project is also committed to continuing the Blue Greenway pedestrian and bicycle

trail through the site, along the Bayfront and 23rd Street. These improvements will help shape the overall neighborhood environment and enable other TDM Measures to succeed.

Implementation. The Project will construct sidewalks and streets in conformance with the Development Agreement (including the Design for Development and Infrastructure Plan), which have been prepared in consultation with SFMTA to ensure that streets will be safe and comfortable for non-motorized users and include features such as wide sidewalks, clear crossings, and high-quality bicycle infrastructure. The sidewalks and streets will be constructed in phases, per the Phasing Plan attached as an exhibit to the Project's Development Agreement.

D. Tailored Transportation Marketing Services (INFO-3)

A strong communication and marketing campaign is critical to the success of any TDM program, ensuring that residents, employees, and visitors receive information about relevant resources and incentives at appropriate times and through channels that are easily accessible. Incorporating consistent branding into all communications can help create a sense of place and establish a cohesive identity for the transportation program. Branding can be used to emphasize that residents, employees, and visitors can travel seamlessly through the area.

The Project will develop a cohesive marketing effort to promote all transportation options to and from the site, including biking, walking, and public transit. As part of a sitewide marketing campaign, the Project will develop transportation welcome packets to inform new residents and employees of the range of transportation options available to them. These packets will likely include up-to-date information on local and regional transit services (including maps, schedules and fares) and where transit passes can be purchased, bicycle wayfinding maps, and nearby car share locations, in addition to other relevant travel information. They could also include sources for additional web-based transportation materials (e.g., 511.org, NextBus, and the San Francisco Municipal Transportation Agency website). Finally, the packets will include up-to-date information on the range of transportation benefits available, including any relevant details on how to take advantage of these benefits. This strategy will ensure that a lack of knowledge is not a barrier to choosing non-driving modes. For Office and Retail uses, representing the bulk of employees on site, personal consultation for each new employee will be offered. Employees of Retail uses will also be offered a one-time financial incentive as further described below.

Implementation. The Sitewide TDM Coordinator (directly or in coordination with the building owner, property manager or employer) will provide new residents and employees with a transportation welcome packet upon move-in or receipt of notification of new employee. These informational packets will be updated annually as local transportation options change. The Sitewide TDM Coordinator will also engage in ongoing efforts to provide information on and market the use of non-auto modes of transportation and available transportation incentives. The Sitewide TDM Coordinator will (directly in coordination with the building owner, property manager, or owner) offer all employees of Retail and Office uses a personal transportation consultation. In addition to the above, the Sitewide TDM Coordinator will offer Retail employees a one-time financial incentive amounting to at least 25 percent of the cost of a monthly Muni-only "M" pass for one month, or equivalent value in e-cash loaded onto a Clipper Card. Outreach will be conducted by the Sitewide TDM Coordinator to Retail and Office employees on an annual basis to encourage adoption of sustainable commute policies.

III. TDM PLAN IMPLEMENTATION

RELATIONSHIP TO THE PLANNING CODE

References to the Planning Code or Code herein are references to the City of San Francisco Planning Code as it exists as of the date of the Original Effective Date of the Development Agreement. Future changes to the Planning Code may or may not apply to the Project pursuant to the terms of the Development Agreement.

TDM COORDINATOR

The purpose of a TDM Coordinator is to oversee and manage implementation of this TDM Plan.

Developer or the Management Association shall designate a coordinator responsible for implementation of sitewide TDM Measures (the "Sitewide TDM Coordinator"). The Sitewide TDM Coordinator shall: (i) implement the "Shuttle Bus Service (HOV-2)" and "Tailored Transportation Marketing Services (INFO-3)" measures; (ii) coordinate compliance with Mitigation Measure M-TR-5; and (iii) oversee the implementation of any additional TDM Measures required to achieve compliance with Mitigation Measure M-TR-5.

Each Developer of a building shall designate a coordinator responsible for implementing the TDM Measures applicable to that building (a "Building TDM Coordinator").

The Sitewide TDM Coordinator and each Building TDM Coordinator are collectively referred to as "TDM Coordinators."

A TDM Coordinator may be an employee of Developer, the Management Association, a property manager, or a qualified third-party provider. Each TDM Coordinator shall have sufficient authority and resources to carry out its responsibilities under this TDM Plan.

Responsibilities. Each TDM Coordinator shall have the following responsibilities, with respect to the TDM Measures applicable to such coordinator's scope of responsibility:

- Serve as the primary liaison to the San Francisco Planning Department regarding implementation and administration of this TDM Plan, including providing updated contact information upon any change in coordinator;
- Facilitate access for City staff to relevant portions of the Project or applicable building for site visits, inspections, surveys, outreach, and data collection, and coordinate interviews with residents, tenants, employees, and/or visitors;
- Ensure implementation of applicable TDM Measures, including verifying that required physical measures (e.g., bicycle parking, repair stations, car-share spaces) and programmatic measures (e.g., marketing services, incentives) are in place;

- Prepare and submit required compliance forms, reports, and supporting documentation, together with any applicable administrative fees, to the Planning Department;
- Manage monitoring and reporting obligations under this TDM Plan; and
- Coordinate with the Planning Department to address and cure any noncompliance, as necessary.

TDM Coordinators are encouraged to participate in periodic trainings or workshops offered by the City as they become available.

MONITORING AND REPORTING

The TDM Program includes three monitoring and reporting processes. The first process occurs prior to issuance of the First Certificate of Occupancy by the San Francisco Department of Building Inspection for each building. The second process occurs after the First Certificate of Occupancy is issued by the San Francisco Department of Building Inspection and the Qualifying Development is operational. It includes monitoring of physical or operational measures applicable to such Qualifying Development. An optional third process is to revise this approved TDM Plan.

This TDM Plan describes all three processes below.

1. Pre-Occupancy Monitoring and Reporting

Prior to the issuance of a First Certificate of Occupancy for a Qualifying Development, the applicable Building TDM Coordinator shall facilitate a site inspection by Planning Department staff to confirm that all applicable physical measures in this TDM Plan have been implemented and/or installed. This process is more fully described as follows:

Prior to the site visit, the Building TDM Coordinator shall provide to Planning Department staff a "Pre-Occupancy Monitoring and Reporting Form" including (1) a copy of this TDM Plan, (2) the Building TDM Coordinator's contact information, (3) a copy of a signed letter stating that the Sitewide or Building TDM Coordinator agrees to distribute a copy of this TDM Plan with new employee packets and tenant lease documents to each new employee or tenant as required hereunder, and (4) documentation that the building-specific TDM Measures have been or will be implemented as required.

Within 30 days of the Pre-Occupancy Monitoring and Reporting Form submittal, Planning Department staff will review the documentation of the programmatic measures in this TDM Plan and schedule a site visit of the Qualifying Development. During the site visit, Planning Department staff will verify that physical measures are provided as specified in this TDM Plan and complete corresponding sections of a Pre-Occupancy Monitoring and Reporting Form for programmatic measures. Planning Department staff will then review the documentation and finalize a Pre-Occupancy Monitoring and Reporting Form. This process, starting from the scheduled site visit date, shall not take longer than 30 days.

2. Ongoing Monitoring, Evaluation, and Refinement

Building-Level Monitoring

Each Building TDM Coordinator shall prepare, or work with a third-party consultant to prepare, annual "TDM Monitoring Reports" that will respond to the Pre-Occupancy and On-going Monitoring and Reporting requirements per the TDM Program Standards for such building. The TDM Monitoring Report shall include descriptions of the degree of implementation (e.g., on which locations within the site measures will be/have been placed, etc.).

Planning Department staff will assist the Building TDM Coordinator on questions regarding the components of the TDM Monitoring Report and shall ensure that the identity of individual survey responders is protected. Additional methods (described below) may be used to identify opportunities to make the TDM Program more effective and to identify challenges that the program is facing.

Planning Department staff will conduct a site visit once every three years to confirm all approved physical measures in this TDM Plan continue to be implemented and/or installed. Building TDM Coordinators will be informed in advance of these site visits. If the Qualifying Development is in good standing (i.e., submits satisfactory TDM Monitoring Reports for five consecutive years), then the annual reporting requirement will shift to one submittal every three years. If, at any time, the Qualifying Development fails to demonstrate satisfactory ongoing monitoring and reporting, such Qualifying Development may be required to revert back to an annual submittal schedule until such Qualifying again demonstrates five consecutive years of satisfactory monitoring and reporting.

No monitoring and reporting is required for uses in land use category D (e.g., PDR, as further defined in the TDM Program Standards) on an ongoing basis, although site visits may be performed by Planning Department staff without being subject to the ongoing administrative fee. The applicable Building TDM Coordinator will be informed in advance of any site visits.

Sitewide Monitoring

The Sitewide TDM Coordinator shall prepare, or work with a third-party consultant to prepare, an annual "Sitewide TDM Monitoring Report" that includes the following components or comparable alternative methodology and components as approved or provided by Planning Department staff:

- Degree of Implementation of TDM Measures: The Sitewide TDM Monitoring Report shall include descriptions of the degree of implementation of Sitewide TDM Measures (e.g., ridership of the shuttle, etc.).

- Within six months following issuance of the First Certificate of Occupancy for the third building to be constructed on the Project Site, a qualified transportation consultant approved by the SFMTA will begin monitoring p.m. peak period (4 p.m. to 7 p.m.) vehicle trips in accordance with the Sitewide TDM Monitoring Report.

- Trip Count: Once the number of Project-generated vehicle trips during the p.m. peak period equals or exceeds 65% of the performance standard set forth in Mitigation Measure M-TR-5 (i.e., 65% of the Cumulative Maximum Trips Permitted), the Sitewide TDM Monitoring

Report shall include counts of the number of vehicles entering and exiting the Project site on internal streets at the site boundaries on 22nd, Illinois, and 23rd Streets for three weekdays during the p.m. peak period (4 p.m. to 7 p.m.). The data for the three weekdays (Tuesday, Wednesday, and Thursday) shall be averaged, and the surveys shall be conducted within the same month annually. The qualified transportation consultant shall submit the proposed methodology for the Planning Department's approval prior to conducting the components of the trip count. It is anticipated that the Planning Department will have a standard trip count methodology developed and available to Developer and the Sitewide TDM Coordinator at the time of data collection.

- Assistance and Confidentiality: Planning Department staff will assist the Sitewide TDM Coordinator on questions regarding the components of the Sitewide TDM Monitoring Report and shall ensure that the identity of individual survey responders is protected. Additional methods (described below) may be used to identify opportunities to make the TDM Program more effective and to identify challenges that the program is facing.

Sitewide TDM Compliance and TDM Plan Adjustments

If the vehicle trip monitoring data included within a Sitewide TDM Monitoring Report indicates that the Project has exceeded the maximums set forth in Mitigation Measure M-TR-5, additional TDM Measures proportionate to the extent of any exceedance shall be implemented by Developer to achieve compliance with the applicable performance standards. These measures could include expansion of measures already included in this TDM Plan (e.g., providing additional Project shuttle routes to alternative destinations, increases in tailored transportation marketing services, etc.), other measures identified in the TDM Program Standards Appendix A (as such appendix may be amended by the Planning Department from time to time) that have not yet been included in the Project's approved TDM Plan, or, at the Developer's discretion, other measures not included in the TDM Program Standards Appendix A that the City and the Developer agree are likely to reduce peak period driving trips.

If additional TDM Measures are required due to the foregoing, the Developer shall have 30 months from implementation of such additional TDM Measures to demonstrate a reduction in vehicle trips to meet the performance standard. If the performance standard is not met within 30 months, the Developer shall submit to the Environmental Review Officer and the SFMTA a memorandum supplemental to the Sitewide TDM Monitoring Report that proposes methods of enhancing the effectiveness of the TDM Measures and/or additional feasible TDM Measures that would be implemented by the Developer, along with any reasonably necessary additional annual monitoring of the Project-generated vehicle trips to demonstrate their effectiveness in meeting the performance standard.

If the additional TDM Measures do not achieve the performance standard, then the Developer shall select additional measures to reduce vehicle trips, which may include onsite or off-site capital improvements intended to reduce vehicle trips from the Project. Capital measures may include, but are not limited to, peak period or all-day transit-only lanes (e.g., along 22nd Street), turn pockets, bus bulbs, queue jumps, turn restrictions, pre-paid boarding pass machines, and/or boarding islands, or other measures that support sustainable trip making. Such capital measures shall only be included in Developer's TDM Plan in coordination with the SFMTA. The Planning

Department in coordination with the SFMTA may reasonably modify the data and methodology requirements of the Sitewide TDM Monitoring Report to account for transit route or transportation network changes, or major changes impacting the Project site.

Following commencement of trip count monitoring, the Sitewide TDM Monitoring Report shall include the trip count information described herein until the earlier of: (i) eight (8) consecutive Reporting Periods during which the Fully Built Project achieves the performance standard set forth in Mitigation Measure M-TR-5, or (ii) expiration of the Development Agreement. Thereafter, trip count information shall no longer be required; provided, however, that the Sitewide TDM Monitoring Report shall continue to be submitted as otherwise required herein.

For purposes of this TDM Plan, "Reporting Period" shall mean a twelve (12)-month period following submission of the initial Sitewide TDM Monitoring Report, and the "Fully Built Project" shall mean the completion of all development contemplated by the Development Agreement, as evidenced by issuance of the First Certificate of Occupancy for the last building to be constructed under the Development Agreement.

3. TDM Plan Update (Optional)

This TDM Plan may be amended, both during and after the Term of the Development Agreement, in accordance with the amendment procedures set forth in Section 11.1 of the Development Agreement; provided, however, that any such amendment shall be reasonably expected to achieve, at minimum, the same eleven percent (11%) trip reduction target set forth in the Introduction to this TDM Plan, or an equivalent point value established under the applicable TDM Program Standards.

Without limiting the foregoing, Developer may request an amendment to this TDM Plan for any reasonable purpose, including without limitation the deletion, modification, or replacement of one or more TDM Measures contained herein, including any measure that has proven infeasible or not cost-effective in achieving vehicle trip reductions.

Interpretation; Enforcement; Notice and Cure Rights

The requirements of this TDM Plan shall apply (i) during the term of the Development Agreement as provided therein, and (ii) thereafter, only for so long as (A) the applicable TDM Measures remain in effect and (B) the Project (or applicable portion thereof) is occupied or in operation. For purposes of this TDM Plan, the "Life of the Project" shall mean the period during which one or more buildings within the Project are occupied for their intended use, and shall not extend to any period during which such buildings have been demolished or are no longer in active use.

This TDM Plan shall be interpreted consistently with the Development Agreement. In the event of any conflict between (i) the Development Agreement, (ii) this TDM Plan, and (iii) the Planning Code or TDM Program Standards, the following order of precedence shall apply: the Development Agreement shall control, followed by this TDM Plan, and then the Planning Code and TDM Program Standards, in each case except to the extent otherwise expressly provided in the Development Agreement. Nothing herein shall be construed to expand the City's rights or Developer's obligations beyond those set forth in the Development Agreement.

During the term of the Development Agreement, enforcement of this TDM Plan shall be governed exclusively by the Development Agreement. Following expiration or earlier termination of the Development Agreement, this TDM Plan shall be enforceable pursuant to Article 1.7 of the Planning Code, as then applicable.

Notwithstanding anything to the contrary herein, obligations under this TDM Plan shall be allocated between (i) Sitewide TDM Measures, which shall be the responsibility of Developer or the Management Association, as applicable, and (ii) building-level TDM Measures, which shall be the responsibility of the owner or operator of the applicable building. No owner or operator of a particular building shall be responsible for the failure of any other building or the Project as a whole to comply with this TDM Plan, except to the extent such failure results from such owner or operator's failure to perform its expressly assigned obligations.

Following expiration of the Development Agreement, if (i) the Planning Code is amended such that any use or standard restricted by this TDM Plan is permitted as a matter of right and in conformity with the Planning Code, and (ii) the Planning Director determines, upon written request by Developer, that this TDM Plan is no longer necessary to achieve compliance with applicable law, then this TDM Plan shall be deemed terminated and of no further force or effect. The parties shall promptly execute and record a notice of termination in the Official Records to evidence such termination.

This TDM Plan shall not be construed to impose obligations on Developer that are greater than or materially different from those required under the Development Agreement or applicable law, nor to limit any vested rights granted pursuant to the Development Agreement.

Exhibit J

MMRP

[*Forthcoming; MMRP is attached to CEQA document*]

Exhibit K
Intentionally Omitted

Exhibit L
Privately-Owned Community Improvements

Exhibit L-1
Map of Privately-Owned Community Improvements



POTRERO POWER STATION
EXHIBIT L-1: PRIVATELY OWNED COMMUNITY IMPROVEMENTS

Exhibit L-2
Regulations Regarding Access to and Maintenance of Certain Privately-Owned Community Improvements

Exhibit L-2
Regulations Regarding Access and Maintenance of
Certain Privately-Owned Community Improvements

These Regulations ("**Regulations**"), inclusive of the "Code of Conduct" set forth herein, shall govern the use, maintenance, and operations of those certain Privately-Owned Community Improvements that are also Parks and Open Spaces and located on Developer Property (each, a "**Privately-Owned Public Open Space**" and collectively, the "**Privately-Owned Public Open Spaces**"). These Regulations also apply to the Premises under and as defined in the Port Lease that are also Privately-Owned Community Improvements and Parks and Open Spaces (the "**Port-Leased Open Spaces**"). The Privately-Owned Public Open Spaces and Port-Leased Open Spaces are each a "**Public Access Open Space Area**" and collectively, the "**Public Access Open Space Areas**". Initially capitalized terms not defined in these Regulations have the meanings given to them in the Development Agreement or, with respect to the Port-Leased Open Spaces, the Port Lease. All references to the Development Agreement include these Regulations.

The Privately-Owned Public Open Spaces are Power Station Park, Humboldt Street Plaza, Block 9 Open Space (including Turbine Plaza), Stack Plaza, Louisiana Paseo, Illinois Street Plaza, portions of Waterfront Park and the Point, and the potential Mid-Block Alley on Block 13 (unless the Mid-Block Alley on Block 13 is open to vehicle traffic) (all as defined in the Phasing Plan and the Design for Development). The Port-Leased Open Spaces are portions of Waterfront Park and the Point. The Privately-Owned Public Open Spaces and the Port-Leased Open Spaces are shown on Exhibit L-1.

I. USE AND OPERATION OF PUBLIC ACCESS OPEN SPACE AREAS

A. Authority

Developer and/or Management Association shall have authority to control, manage, and operate the Public Access Open Space Areas, subject to the Development Agreement and, with respect to the Port-Leased Open Spaces, the Port Lease, in each case, including these Regulations.

B. Public Use

Upon completion of the Privately-Owned Public Open Spaces in accordance with the Development Agreement and Phasing Plan, Developer and/or Management Association shall offer, in perpetuity, the Privately-Owned Public Open Spaces for the use, enjoyment, and benefit of the public for open space and recreational purposes only, including leisure, social activities, picnics, playgrounds, sports, and authorized special events, as applicable and as set forth in these Regulations and the Design for Development; provided, however, that Developer may use the Privately-Owned Public Open Spaces for temporary construction staging related to adjacent development within the Project Site (during which time the subject Privately-Owned Public Open Space shall not be used by the public). Without limiting the Permitted Use under and as defined in the Port Lease, the Port-Leased Open Spaces shall be offered by Developer and/or Management Association for the use, enjoyment and benefit of the public for those uses consistent with the Public Trust (as defined in the Port Lease) and the Port Lease. Notwithstanding the foregoing, any portion of Power Station Park West designated for day care use in accordance with the Design for

Development may be reserved for such use, provided that such area shall be open to the public when not in use for day care purposes.

C. No Discrimination

Developer and/or Management Association 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, actual or perceived, in the use, occupancy, tenure, or enjoyment of the Privately-Owned Public Open Spaces. The non-discrimination requirements of the Port Lease (including Section 38.1) shall apply to the Port-Leased Open Spaces.

D. Maintenance Standard

The Privately-Owned Public Open Spaces shall be operated, managed, and maintained in a clean and safe condition in accordance with the anticipated and foreseeable use thereof. The Port-Leased Open Spaces shall be operated, managed and maintained consistent with the standards for operation, management and maintenance of a first-class public waterfront park and open space project located on property within the Port's jurisdiction in accordance with the Port Lease (including Section 7.1(a)).

E. Scheduling of Active Recreational Activities for the Power Station Park Fields

Power Station Park contains multi-purpose grass areas that are not programmed or striped for any specific sport or purpose (the "**Power Station Park Fields**"). The Power Station Park Fields are sufficiently sized to accommodate two youth U-6 soccer fields. Use of the Power Station Park Fields shall be reservable through a system established and managed by Developer and/or Management Association, or, at the election of Developer and/or Management Association, the San Francisco Recreation and Parks Department ("**SFRPD**") reservation system. Use of the Power Station Park Fields shall be available for reservation for soccer or other active recreation uses for no fewer than three consecutive hours per day between the hours of 3 pm and 7 pm Monday through Friday and between 9 am and 6 pm on weekends. Developer and/or Management Association may assess fees for the use of the Power Station Park Fields in an amount commensurate with fees typically assessed by SFRPD for similar facilities.

F. Reservation System for Port-Leased Open Spaces

Port and Developer shall cooperate in good faith with respect to any process by which members of the public reserve open spaces and associated facilities within the Port-Leased Open Spaces, including any open recreation areas or areas designed for group gatherings (both of which may be used by groups for activities including, but not limited to, yoga, tai chi, or badminton) and picnic tables. Port and Developer shall provide an online reservation system for those spaces and facilities that are linked to a broader City reservation system, such as the SFRPD website, similar to what is currently provided for other non-SFRPD open spaces located on Port property. Notwithstanding the foregoing, all reservation procedures within the Port-Leased Open Spaces shall be consistent with the Port Lease.

G. Temporary Closure of Public Access Open Space Areas

Developer and/or Management Association shall have the right, without obtaining the prior consent of the City or any other person or entity, to temporarily close any of the Public Access Open Space Areas to the public from time to time as described herein (including for temporary construction staging as described in Section I.B). In each instance, such temporary closure of any Privately-Owned Public Open Space shall continue for as long as Developer and/or Management Association reasonably deems necessary to address the circumstances below. In each instance, Developer and/or Management Association shall have the right to temporarily close any Port-Leased Open Spaces for such period as Developer and/or Management Association reasonably deems necessary to address the circumstances below, but in no event for more than seven (7) consecutive days, unless the Port approves additional time for such closure, which approval shall not be unreasonably withheld.

1. Emergency

In the event of an emergency or danger to the public health or safety created by whatever cause (including, but not limited to, flood, storm, fire, earthquake, explosion, accident, criminal activity, pandemic, riot, civil disturbances, civil unrest, unlawful assembly), Developer and/or Management Association may temporarily close the Public Access Open Space Areas (or affected portions thereof) in any manner deemed necessary or desirable to promote public safety, security, and the protection of persons and property.

2. Maintenance and Repairs

Developer and/or Management Association may temporarily close the Public Access Open Space Areas (or affected portions thereof) in order to make any repairs or perform any maintenance as Developer and/or Management Association, in its reasonable discretion, deems necessary or desirable to repair, maintain, or operate the Public Access Open Space Areas; provided such closure may not impede emergency vehicle access.

3. Closure Allowances for Special Events and Non-Closure Events

Developer and/or Management Association shall have the right to temporarily close to the public all or any portion of each Privately-Owned Public Open Space for public or private events, subject to the maximum number of hours, duration, and frequency of events set forth for each such space on Figure L-2.1 (the "**Closure Allowances**") and as further specified below. Figure L-2.2 depicts the areas within the subject Privately-Owned Public Open Spaces that may be closed for Special Events. The Closure Allowances for any Privately-Owned Public Open Space may be increased or otherwise modified by the Planning Director upon written request by Developer and/or Management Association.

The Closure Allowances vary based on the type of event, as further described on Figure L-2.1. For purposes of this Section, the following definitions apply:

"**Special Events**" means events of either of the following types: (i) private events that are entirely closed to the general public, such as weddings or private parties; or (ii) ticketed events that are open to the paying public, such as concerts or performances.

"**Non-Closure Events**" means free events that are open to the general public but may involve temporary fencing or other physical encroachments within the Privately-Owned Public Open Space, including festivals, gatherings, assemblies, celebrations, receptions, seminars, lectures, fitness classes, concerts, art displays, exhibits, charitable booths, conventions, and open-air sales of agriculturally produced seasonal items such as Christmas trees and Halloween pumpkins.

Figure L-2.1
Special Event and Non-Closure Event Allowances

	Non-Closure Events (Free Public Events)	**Special Events (Ticketed Public Events)**	**Special Events (Private Events)**
Illinois Street Plaza	Unlimited	15 events per year, up to 3 per month, for up to 48 hours each event	None
Louisiana Paseo/ Mid-Block Alley (Block 13)	Unlimited	Total of 15 events (ticketed public and/or private) per year, up to 3 per month, for up to 48 hours each event	
Power Station Park West	Unlimited	Total of 9 events (ticketed public and/or private) per year, up to 2 per month, for up to 48 hours each event provided that no 2 consecutive months may each provide more than one private event that exceeds 24 hours in duration and occurs on a weekend day	
Power Station Park East	Unlimited	Total of 9 events (ticketed public and/or private) per year, up to 2 per month, for up to 48 hours each event provided that no 2 consecutive months may each provide more than one private event that exceeds 24 hours in duration and occurs on a weekend day	
Stack Plaza	Unlimited	Total of 9 events per year, up to 2 per month, for up to 48 hours each event	None
Humboldt Street Plaza	Unlimited	Total of 15 events per year, up to 3 per month, for up to 48 hours each event	None
Turbine Plaza	Unlimited	Total of 60 events (ticketed public and/or private) per year, up to 6 per month, for up to 18 hours each event	
Port-Leased Open Spaces (portions of Waterfront Park and the Point)	See Section 4(b)	None	

4. Other Restrictions for Special Events and Non-Closure Events

Special Events shall not be permitted on the Port-Leased Open Spaces. Non-Closure Events are permitted on the Port-Leased Open Spaces.

All Special Events and Non-Closure Events must comply with applicable law and are subject to any required approvals or permits from City Agencies with jurisdiction over the event, except to the extent such approvals or permits conflict with these Regulations. Any closure of a Privately-Owned Public Open Space in connection with a Special Event or Non-Closure Event must maintain a minimum ten (10) foot clear pedestrian passage traversing the full length of the space, which shall remain free and open to the public and provide unobstructed access to all adjacent buildings and uses.

Members of the public and other entities may request use of any Privately-Owned Public Open Space for Special Events or Non-Closure Events (each, an "**Event Sponsor**"). For Special Events, Developer and/or Management Association may charge Event Sponsors a permit fee or other use charge. Developer and/or Management Association shall provide fee discounts to nonprofit and community organizations consistent with any discounts then offered by SFRPD for comparable open space facilities, provided that such discounts are offered by SFRPD on a Citywide basis.

a. Non-Closure Events At Privately-Owned Public Open Spaces

Non-Closure Events may not close or obstruct the Blue Greenway (as defined in the Design for Development). All Non-Closure Events must be approved in advance by Developer and/or Management Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Non-Closure Event, unless such approvals or permits conflict with these Regulations. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer and/or Management Association may require payment in the form of a permit fee or other charge for use of the Privately-Owned Public Open Space for Non-Closure Events, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, traffic control, refuse collection, repairs, and other standard operations costs associated with such event. Developer and/or Management Association shall post on the Internet a clear explanation of the application process and criteria for review and approval of such Non-Closure Events, including related fees, and make available such criteria and application forms to the Planning Director for the purpose of the Planning Department or other City entity or City Agency publishing such criteria and application forms if they so choose.

b. Non-Closure Events At Port-Leased Open Spaces

Event Sponsors shall also have the right to request the use of the Port-Leased Open Spaces for Non-Closure Events. All Non-Closure Events on Port-Leased Open Spaces must be approved in advance by Developer and/or Management Association, and the Port Director (or their designee), and shall be free to the public, with no entrance or other fees charged by Developer, Management Association, the Port, or any City Agency.

No single Non-Closure Event on Port-Leased Open Spaces shall be permitted to physically occupy more than 50% of the area of the portion of Waterfront Park and the Point, respectively, within the Port-Leased Open Spaces. Each Non-Closure Event on Port-Leased Open Spaces shall not exceed forty-eight (48) consecutive hours in duration, except as authorized in writing by the Port Director (or their designee), but in no case shall the Port Director (or their designee) authorize more than two (2) Non-Closure Events per annum that exceed forty-eight (48), but do not exceed seventy-two (72) consecutive hours in duration. No more than two (2) Non-Closure Events on Port-Leased Open Spaces per month may commence on a weekend and no more than four (4) of such events per month may commence on a weekday, except as authorized in writing by the Port Director (or their designee). The Port shall post on the Internet a clear explanation of the application process and criteria for review and approval of such Non-Closure Events. The Port Director (or their designee) shall have the right to require that all permitted Non-Closure Events on Port-Leased Open Spaces for any given twelve (12) month period be identified in an annual event plan, developed on an annual basis by the Port Director (or their designee) in consultation with Developer and/or Management Association.

c. Good Neighbor Policies

Event Sponsors shall manage the Public Access Open Space Areas in accordance with the following good neighbor policies during each Non-Closure Event:

(a) The quiet, safety, and cleanliness of the space and its adjacent area shall be maintained in accordance with these Regulations;

(b) Proper and adequate storage and disposal of debris and garbage shall be provided;

(c) Noise and odors, unless otherwise permitted, shall be contained within the immediate area of the Privately-Owned Public Open Space so as not to be a nuisance to neighbors;

(d) Notices shall be prominently displayed during Non-Closure Events urging patrons to: (i) leave the Public Access Open Space Areas and neighborhood in a quiet, peaceful, and orderly fashion; (ii) remove all litter; and (iii) avoid blocking driveways in the neighborhood. Such notices shall be removed promptly after each Non-Closure Event; and,

(e) The Event Sponsor or its employees or volunteers shall walk a 100-foot radius from the edge of the Public Access Open Space Areas within thirty (30) minutes after the Non-Closure Event has ended and shall pick up and dispose of any discarded beverage containers and other trash left by patrons.

H. Operation of the Public Access Open Space Areas

1. Hours of Operation

Except as otherwise stated herein, the Public Access Open Space Areas shall be open and accessible to the public seven (7) days per week from at least 6 am until 10 pm, unless reduced

hours are (i) approved in writing by the City or Port (as applicable), (ii) otherwise expressly provided for in these Regulations or (iii) reasonably imposed by Developer and/or Management Association, with the City or Port's reasonable consent (for the Privately-Owned Public Open Spaces and Port-Leased Open Spaces, respectively), to address security and nuisance concerns. Notwithstanding the above provisions in this subsection, the portions of the Public Access Open Space Areas shown on Figure L-2.3 that function as primary paths of pedestrian and/or vehicular travel (and bicycle travel in the case of the Bay Trail) through the site and provide access to adjacent buildings and uses, shall be open to public passage 24 hours per day, seven days per week.

2. Signage and Permissive Use

Developer and/or Management Association must post at each primary entrance to each of the Public Access Open Space Areas a sign indicating (i) that such space is a public space available for public use subject to these Regulations, (ii) hours of operation, and (iii) either a telephone number to call, website address, or QR code to access these Regulations and for inquiries regarding security, management or other matters. Such sign shall meet the minimum standards for design, location, and content otherwise applicable to such signage for spaces under Planning Code Section 138 and as it may be periodically amended. Developer and/or Management Association may also post at each entrance to each Public Access Open Space Area, or at intervals of approximately 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 or by any person of any portion of any Public Access Open Space Areas for any purpose or period of time shall be construed, interpreted, or deemed to create any rights or interests to or in any Public Access Open Space Areas other than the rights and interests expressly granted in this Development Agreement or the Port Lease. The right of the public or any person to make any use whatsoever of any Public Access Open Space Areas 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.

3. Security During Closure of Public Access Open Space Areas

During the time periods when public access to the Public Access Open Space Areas or any portion thereof (other than the Blue Greenway) are closed to the public or access is otherwise restricted for any reason specified in these Regulations, Developer and/or Management Association shall have the right to:

(a) block entrances to and fence all Public Access Open Space Areas (other than the Blue Greenway);

(b) install and operate security devices; and

(c) maintain security personnel in and around the Public Access Open Space Areas to prevent the entry of persons or vehicles.

Any proposal to install permanent architectural features that serve as security devices, such as gates and fences, shall be subject to City design review and approval (including by SFFD, as appropriate), as detailed in this Development Agreement and the Project SUD.

4. Removal of Obstructions

Developer and/or Management Association shall have the right to remove and dispose of, in any lawful manner it deems appropriate, any object, including personal belongings or equipment abandoned in the Public Access Open Space Areas, left or deposited in any Public Access Open Space Areas.

5. Temporary Structures

Subject to Developer's right to use the Privately-Owned Public Open Spaces for temporary construction staging related to adjacent development within the Project Site as set forth in Section I.B of these Regulations, or as otherwise permitted by the Project SUD or Design for Development, no trailer, tent, shack, or other outbuilding, or structure of a temporary character, shall be used on any portion of the Privately-Owned Public Open Spaces at any time, either temporarily or permanently; provided, however, that Developer and/or Management Association may approve the use of temporary stages, tents, booths, and other structures in connection with Special Events or Non-Closure Events. The Port-Leased Open Spaces are subject to the Port Lease, including Section 9.3(b) thereof.

II. PUBLIC ACCESS OPEN SPACE AREA CODE OF CONDUCT FOR PUBLIC USE

A. Applicability

The following Potrero Power Station Open Space Code of Conduct for Public Use ("**Code of Conduct**") applies to members of the public during use of the Public Access Open Space Areas. The Code of Conduct is intended to address normal operating conditions; emergency or unusual circumstances may necessitate deviations from the Code of Conduct. The Code of Conduct may be updated or amended from time to time upon the written agreement of Developer or the Management Association, and the Planning Director.

B. Removal of Persons

Developer and/or Management Association shall have the right (but not the obligation) to use lawful means to effect the removal of any person who creates a public nuisance, who otherwise violates the applicable Regulations of any Public Access Open Space Area, or who commits any crime, including infractions or misdemeanors in or around any Public Access Open Space Area.

C. Limits on Public Use

1. No Loitering

No person shall enter, remain, stay, or loiter in the Public Access Open Space Areas outside of the hours of operation, or when the Public Access Open Space Areas are closed to the public as set forth in Section I.G of these Regulations, except persons authorized in conjunction with a Special Event or other temporary closure, or authorized service and maintenance personnel.

2. Intoxication As Cause for Exclusion

Developer and/or Management Association shall be authorized to order any person to stay out of or to leave a Public Access Open Space Area or any building, structure, equipment, apparatus, or appliance therein when it has reasonable cause to conclude that the person so ordered:

(a) Is under the influence of intoxicating liquor, any drug, or any "controlled substance" as that term is defined and described in the California Health and Safety Code, or any combination of any intoxicating liquor, drug, or controlled substance, and is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others or interferes with or obstructs or prevents the free use of a Public Access Open Space Area.

(b) Is consuming alcoholic beverages in violation of this Code of Conduct.

(c) Is using any drug or controlled substance or any combination of any intoxicating liquor, drug, or controlled substance.

(d) Is doing any act injurious to the Public Access Open Space Area or any building, structure, equipment, apparatus, or appliance therein.

(e) Is taking any action in violation of SF Park Code Section 4.01 or SF Port Code Section 3.1, as applicable, or this Code of Conduct.

D. Permits, Reservations, and Rentals

1. Activities Requiring a Permit

No person shall, without a permit or written permission from Developer and/or Management Association, as applicable and as set forth in Section I.E, I.F and/or I.G of these Regulations, perform any of the following acts in the Public Access Open Space Areas:

(a) Conduct or sponsor a parade involving twenty-five (25) or more persons.

(b) Conduct or sponsor or engage in petitioning, leafletting, demonstrating, or soliciting when the number of petitioners, leafletters, demonstrators, or solicitors engaging in one or more of these activities involves an organized group of twenty-five (25) or more such persons at the same time.

(c) Sell or offer for sale books, newspapers, periodicals or other printed material.

(d) Conduct or sponsor any exhibit, promotion, dramatic performance, theatrics, pantomime, dance, fair, circus, festival, juggling or other acrobatics or show of any kind or nature which has been publicized four (4) hours or more in advance.

(e) Perform any feat of skill or produce any amusement show, movie or entertainment which has been publicized four (4) hours or more in advance.

(f) Make a speech which has been publicized four (4) hours or more in advance.

(g) Conduct or sponsor a religious event involving twenty-five (25) or more persons.

(h) Conduct or sponsor a concert or musical performance which (i) has been publicized four (4) hours or more in advance, or (ii) utilizes sound amplification equipment, or (iii) involves a band or orchestra.

(i) Participate in a picnic, dance, or other social gathering involving twenty-five (25) or more persons.

(j) Sell or provide food to persons, except that no permit is required when a person participating in a picnic or social gathering of twenty-five (25) or fewer persons provides food to others who are also participating in the picnic or social gathering.

(k) Conduct or sponsor a race, marathon, or running club event which involves twenty-five (25) or more persons as participants or which obstructs or interferes with the normal flow of pedestrian traffic.

(l) Conduct or sponsor any event which utilizes sound amplification equipment, as defined in Part II, Chapter VIII (Police Code) of the San Francisco Municipal Code.

(m) Conduct or sponsor an exhibition.

(n) Conduct or sponsor an animal show.

(o) Conduct a wedding ceremony.

(p) Conduct or sponsor an art show.

(q) Operate any amusement park device.

(r) Conduct or sponsor an organized kite-flying event of any club or organization.

(s) Station or erect any scaffold, stage, platform, rostrum, tower, stand, bandstand, building, fence, wall, monument, dome or other structure.

(t) Launch or land any drone, airplane, helicopter, parachute, hang glider, hot air balloon, or other machine or apparatus of aviation in the Public Access Open Space Areas, or bring into the Public Access Open Space Areas any balloon with a diameter of more than six (6) feet or a gas capacity of more than one hundred fifteen (115) cubic feet.

(u) Bring or cause to be brought, for the purposes of sale or barter, or have for sale, or sell or exchange, or offer for sale or exchange any goods, wares, or merchandise.

(v) Construct, maintain, or inhabit any structure, tent, or any other thing in the Public Access Open Space Areas that may be used for housing accommodations or camping, and construct or maintain any device that can be used for cooking, except with permission from Developer and/or Management Association. No person shall modify the landscape in any way in order to create a shelter or accumulate household furniture or appliances or construction debris in a Public Access Open Space Area.

(w) Engage in commercial photography, filming, or recording in the Public Access Open Space Areas.

(x) Conduct a farmers' market.

(y) Bring any animal into the Public Access Open Space Areas, other than a dog or other domesticated animal, or guide, signal, or support animal.

(z) Provide instruction in any athletic activity for compensation.

2. Additional Activities Requiring a Permit

Developer and/or Management Association shall have the authority to require a permit or written permission for additional activities in the Public Access Open Space Areas when such a requirement furthers the purposes set forth in the Code of Conduct or the San Francisco Municipal Code. A list of the additional activities for which permits are required shall be posted in the Public Access Open Space Areas and made available to the public upon request.

E. Rules Regarding Conduct

1. Rules to Be Obeyed

No person shall willfully disobey or violate any of the Regulations governing the use and enjoyment by the public of the Public Access Open Space Areas, or of any building, structure, equipment, apparatus or appliance in the Public Access Open Space Areas, which Regulations, at the time, are posted in some conspicuous place in that area or at an entrance to the Public Access Open Space Areas, or in or near the building, structure, equipment, apparatus, or appliance to which the Regulation applies.

2. Signs to Be Obeyed

No person shall willfully disobey the notices, prohibitions, or directions on any sign posted by Developer and/or Management Association.

3. Interference with Developer or Management Association Employees

No person shall, with malice, interfere with or in any manner hinder any employee or agent of Developer or Management Association, or a duly authorized contractor while that person is engaged in constructing, repairing, or caring for any portion of the Public Access Open Space Areas or is otherwise engaged in the discharge of such employee's, agent's, or contractor's duties.

4. Refusal to Obey Lawful Order

No person shall refuse to obey the lawful order of a law enforcement officer or an employee of Developer or Management Association made pursuant to the Code of Conduct.

5. Prohibited Activities or Conduct

a. Smoking. No person shall smoke in a Public Access Open Space Area, either in enclosed or unenclosed areas.

b. Intoxication by Alcohol or Drugs. State law provides that any person in a public place who is under the influence of intoxicating liquor, drugs, or certain specified substances and endangers themselves or others or interferes with the free use of a public right-of-way is guilty of disorderly conduct.

c. Fighting, Disturbing Peace, Offensive Words. State law prohibits unlawful fighting in a public place, the malicious and willful disturbance of others by loud and unreasonable noise in a public place, and the use of offensive words in a public place which are inherently likely to provoke an immediate violent reaction.

d. Malicious Destruction of Property. State law prohibits the malicious defacement, damage, or destruction of real or personal property.

e. Human Body Substances. No person shall emit, eject, or cause to be deposited any excreta of the human body, except in a proper receptacle designated for such purpose.

f. Entrance to Controlled Areas. No person shall enter a Public Access Open Space Area or its facilities by means other than at designated public entrances. No person shall enter Public Access Open Space Area facilities where a "No Admittance" or "Employees Only" sign is posted. No person shall gain or attempt admittance to a Public Access Open Space Area or its facilities where a charge is made, without paying that charge.

g. Polluting Waters. No person shall throw or place, or cause to be thrown or placed, any garbage, trash, refuse, paper, container, or noxious or offensive matter into any fountain, water feature, or the San Francisco Bay.

h. Littering and Dumping of Waste Matter. No person shall litter, dump, or dispose of garbage, bottles, cans, paper, or other waste matter anywhere other than in designated trash receptacles.

i. Soliciting. No person shall engage in petitioning, leafletting, demonstrating, or soliciting in such a manner as to substantially obstruct any traffic of pedestrians or vehicles after being warned by a law enforcement officer or Developer and/or Management Association not to do so. No person shall solicit in an aggressive manner.

j. Obstructing Any Sidewalk, Passageway, or Other Public Way. No person shall willfully and substantially obstruct the free passage of any person or persons on any sidewalk, passageway, or other public places in a Public Access Open Space Area. Notwithstanding the foregoing, (1) it is not intended that this Section shall apply where its application would result in an interference with or inhibition of any exercise of the constitutionally protected right of freedom of speech or assembly, and (2) nothing contained herein shall be deemed to prohibit persons from sitting on public benches or other public structures, equipment, apparatus, appliances, or facilities provided for such purpose.

k. Consumption of Alcohol. No person shall consume alcoholic beverages of any kind in a Public Access Open Space Area, except as follows:

    i. Alcohol may be consumed at a Public Access Open Space Area restaurant or café, or other businesses with permission of Developer and/or Management Association. All alcoholic drinks and their containers must remain within the businesses' premises.

    ii. Alcohol may be served in conjunction with events in a Public Access Open Space Area, with permission of Developer and/or Management Association.

l. Weapons and Fireworks.

    i. No person shall fire or carry firearms of any size or description or possess any instrument, appliance, or substance designed, made, or adapted for use primarily as a weapon, including but not limited to slingshots, clubs, swords, razors, billies, explosives, dirk knives, bowie knives, or similar knives, without the permission of Developer and/or Management Association, with the exception that this Section shall not apply to sworn law enforcement officers.

    ii. No person shall fire or carry any firecracker, rocket, torpedo, or any other fireworks of any description, except with permission of Developer and/or Management Association.

m. Vehicles.

i. No person shall drive or propel any vehicle on any planted area or on any access road or unpaved service road or firetrail in any Public Access Open Space Area.

ii. No person shall park any vehicle on any lawn, or planted area, or unimproved area or on any pedestrian or equestrian lane, or on any access road or unpaved service road or firetrail or in any manner so as to block access to or exit from any service road or access road or firetrail, or in any other place in a Public Access Open Space Area where parking is prohibited, unless allowed otherwise by permit.

iii. No person shall allow any automobile or other vehicle to remain parked in any parking lot in a Public Access Open Space Area which is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit.

iv. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking lot in a Public Access Open Space Area, unless allowed otherwise by permit.

v. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking lot in a Public Access Open Space Area, unless otherwise allowed by permit.

n. Swimming and Bathing. No person shall enter, wade, bathe, or swim in the waters of any fountain in a Public Access Open Space Area.

o. Children.

i. No parent, guardian, or custodian of a minor shall permit or allow such minor to do any act or thing in a Public Access Open Space Area prohibited by provisions of the SF Park Code or the SF Port Code, as applicable, or the Code of Conduct.

ii. No adults are allowed in the children's play area of a Public Access Open Space Area except when accompanying a child.

p. Wildlife and Environmental Protection.

i. Disturbing Animals, Exceptions. Except as provided in Article 7, Chapter VIII (Police Code) of the San Francisco Municipal Code, no person shall hunt, chase, shoot, trap, discharge or throw missiles at,

harass, disturb, taunt, endanger, capture, injure, or destroy any animal in a Public Access Open Space Area, or permit any animal in such person's custody or control to do so; provided, however, that any mole or any gopher, mouse, rat, or other rodent which is determined by Developer and/or Management Association to be a nuisance may be destroyed by Developer and/or Management Association; and provided, further, that any animal other than a mole or a gopher, mouse, rat, or other rodent which is determined by Developer or Management Association to be a nuisance or a hazard to persons using a Public Access Open Space Area or to be a hazard to plants or other horticulture, may, in a humane manner, be live trapped by Developer and/or Management Association and delivered as appropriate. The provisions of this Section shall not be applicable to the destruction of any animal in any park where such animal poses an immediate and serious threat to persons or property or is suffering excessively.

ii. Feeding Animals. No person shall feed or offer to feed to any animal in a Public Access Open Space Area any substance which would be likely to be harmful to it. No person shall feed or offer food or any substance to any animal in a Public Access Open Space Area which is wild in nature and not customarily domesticated in the City and County of San Francisco, except with permission of Developer and/or Management Association.

iii. Introduction or Removal of Trees, Wood, Etc. No person shall introduce, or remove or take away any tree, wood, bush, turf, shrub, flower, plant, grass, soil, rock, water, wildlife, or anything or like-kind natural resource, except with permission of Developer and/or Management Association.

iv. Performance of Labor. No person, other than authorized personnel, shall perform any labor on or upon a Public Access Open Space Area, including but not limited to taking up or replacing soil, turf, ground, pavement, structure, tree, shrub, plant, grass, flower, and the like, except with permission of Developer and/or Management Association.

v. Climbing. No person shall climb or lie upon any tree, shrub, monument, wall, fence, railing, shelter, fountain, statue, building, structure, equipment, apparatus, appliance, or construction, including Station A and the Stack, except with permission of Developer and/or Management Association. Notwithstanding the foregoing, this provision does not apply to any structure, equipment, apparatus, or appliance that is a play structure for children and designed for climbing play.

q. Posting of Signs. No person shall post or affix to any tree, shrub, plant, fence, building, structure, equipment, apparatus, appliance, monument, wall, post,

vehicle, bench, or other physical object within a Public Access Open Space Area any written or printed material, including but not limited to signs, notices, handbills, circulars, and pamphlets, except with permission of Developer and/or Management Association.

r. Throwing or Propelling Objects. No person shall throw or propel objects of a potentially dangerous nature, including but not limited to stones, bottles, glass, cans, or crockery, within or over the edges of a Public Access Open Space Area, except with permission of Developer and/or Management Association.

s. Fire. No person shall make, kindle, maintain, or in any way use a fire, including but not limited to recreational fires other than in designated cooking/grilling areas, fire twirling, and fire dancing, except with permission of Developer and/or Management Association.

t. Percussion Instruments. No person shall play any percussion instrument, including drums, at any time or location prohibited by Developer and/or Management Association when a sign has been posted in the area affected to give notice of this prohibition, provided that such prohibition does not unreasonably curtail the playing of such instruments.

u. Graffiti. No person shall possess, carry, use or keep graffiti or etching tools, etching cream, or slap tags. For purposes of this subsection: (a) "Graffiti or etching tools" means a masonry or glass drill bit, a glass cutter, a grinding stone, an awl, a chisel, a carbide scribe, an aerosol paint container, or any permanent marker with a nib (marking tip) one-half inch or more at its largest dimension and that is capable of defacing property with permanent, indelible, or waterproof ink, paint or other liquid; (b) "Etching cream" means any caustic cream, gel, liquid, or solution capable, by means of chemical action, of defacing, damaging, or destroying hard surfaces in a manner similar to acid; (c) "Slap tag" means any material including but not limited to decals, stickers, posters, or labels which contain a substance commonly known as adhesive glue which may be affixed upon any structural component of any building, structure, equipment, apparatus, appliance, post, pole, or other facility.

F. Authorization of San Francisco Police Department to Enforce Code of Conduct

1. Law enforcement officers of the San Francisco Police Department are authorized to order persons to stay out of, or to leave, any Public Access Open Space Area, or any facility, building or structure therein, when such officers have reasonable cause to conclude that the person so ordered is under the influence of intoxicating liquor, any drug, or any "controlled substance" as that term is defined and described in the California Health and Safety Code, or any combination of any intoxicating liquor, drug, or controlled substance, and is in such a condition that he or she is unable to exercise care for his or her own safety or the safety of others or interferes with or obstructs or prevents the free use of the Public Access Open Space Area.

2. Law enforcement officers of the San Francisco Police Department are authorized to order any person to stay out of or to leave any Public Access Open Space Area, or any facility, building or structure therein, when such officers have reasonable cause to conclude that the person:

(a) Is doing any act injurious to any Public Access Open Space Area or any building, structure or facility therein;

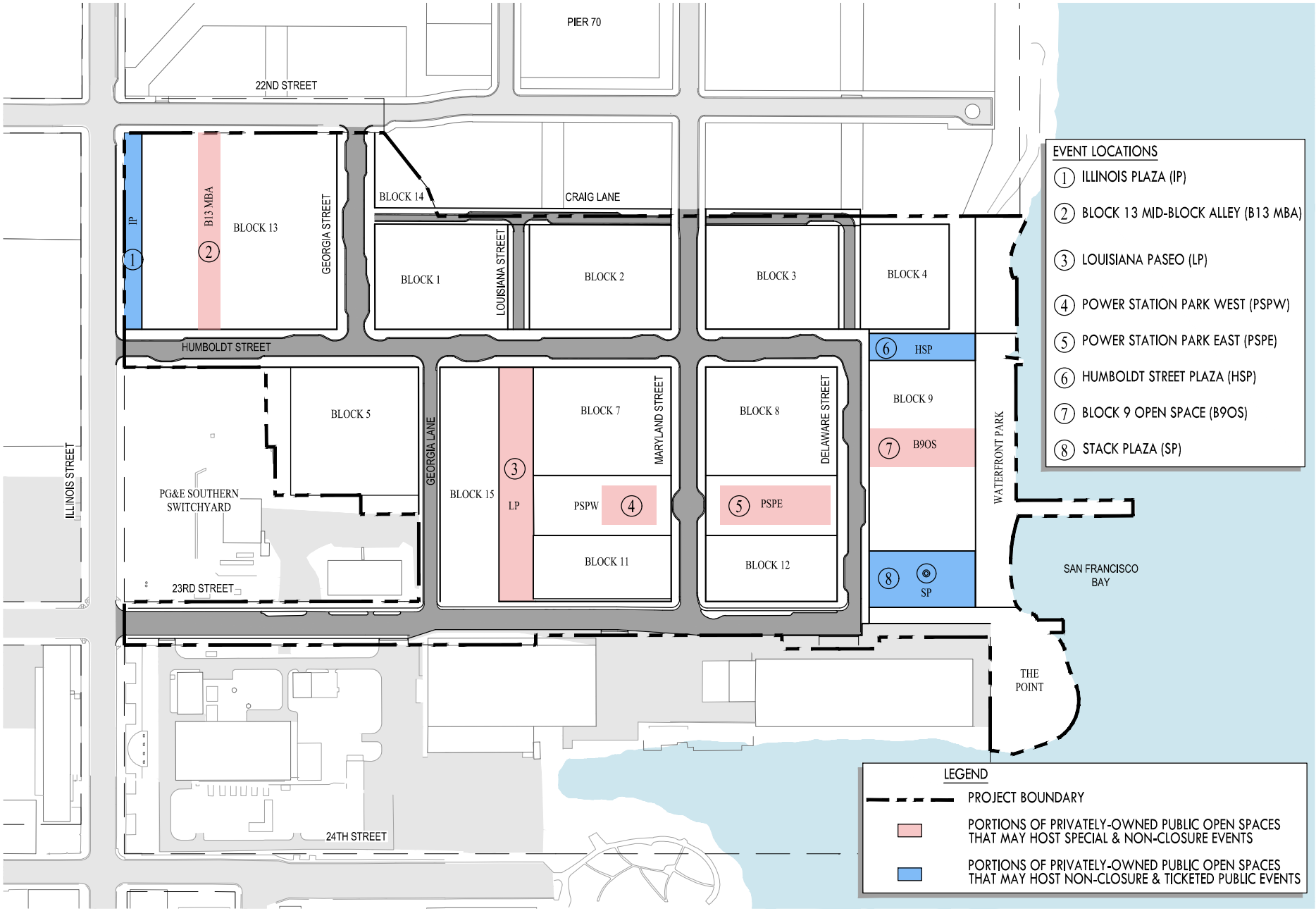
(b) While using any athletic facility or area, disobeys any rule or regulation governing such area or facility after being warned not to do so by a Developer and/or Management Association employee or designee, when the employee or designee has reasonable cause to conclude that such behavior damages or risks damage to Public Access Open Space Area property or interferes with the use and enjoyment of such area or facility by other persons;

(c) Behaves in so noisy, boisterous or rowdy a manner as to disturb spectators or participants at an athletic event; or

(d) Is taking any action in violation of the Code of Conduct.

Notwithstanding the foregoing, the San Francisco Police Department shall have no obligation to enforce the Code of Conduct in the Public Access Open Space Areas unless and until the San Francisco Police Commission approves such action and accepts such authority and obligation through its standard approval process and in compliance with all applicable Laws. If the Port Commission approves the addition of the Port-Leased Open Spaces to the property subject to the Port Code, the Port Code shall control in the event of any inconsistency between the Port Code and the Code of Conduct.

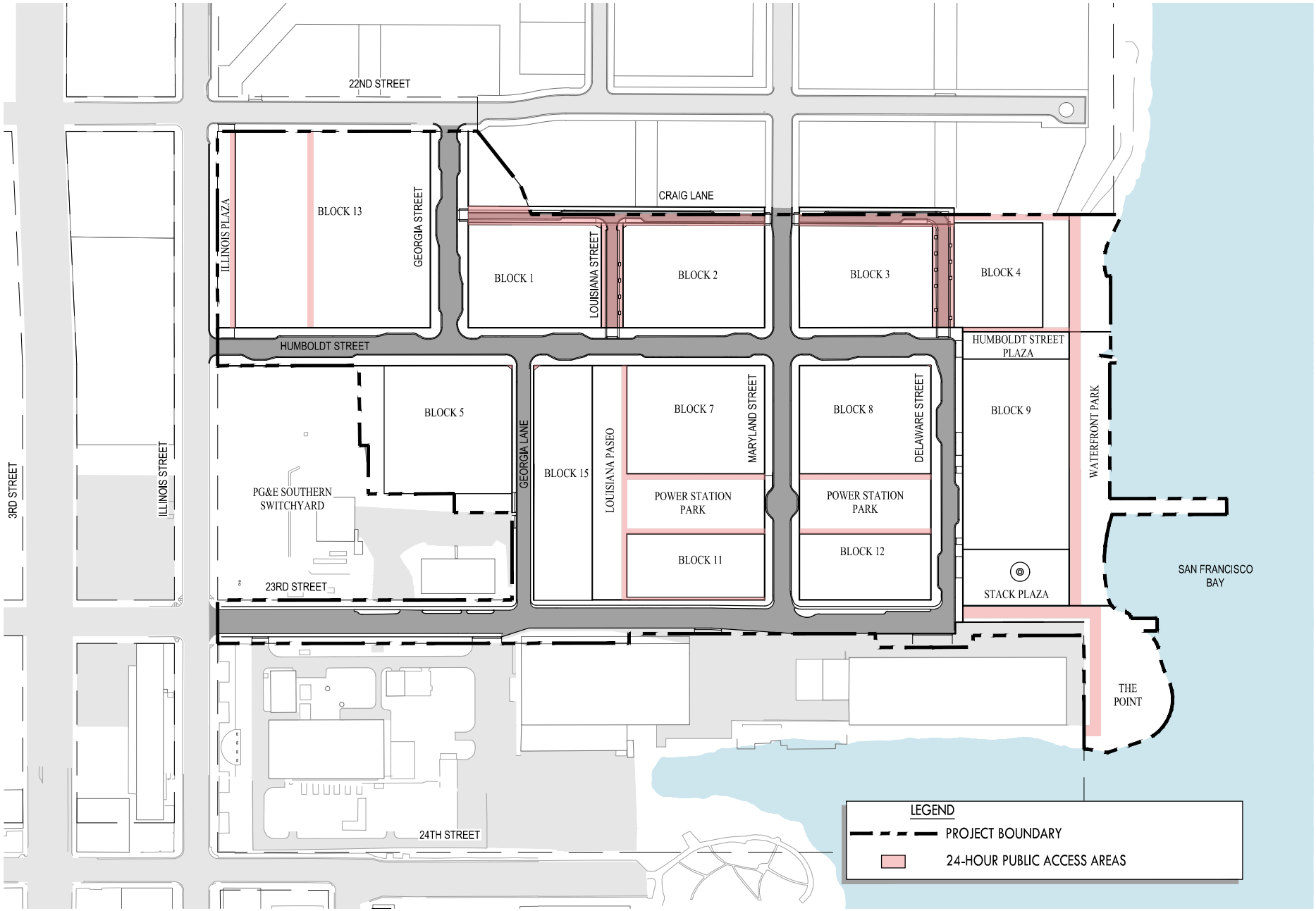
Figure L-2.2
Events in Privately-Owned Public Open Spaces



POTRERO POWER STATION

FIGURE L-2.2: EVENTS IN PRIVATELY-OWNED PUBLIC OPEN SPACES

Figure L-2.3
Privately Owned 24-Hour Public Access



POTRERO POWER STATION
FIGURE L-2.3: 24-HOUR PUBLIC ACCESS

Exhibit L-3
Potrero Power Station Rules & Regulations for Privately-Owned Streets

Exhibit L-3
Potrero Power Station Rules & Regulations for Privately-Owned Streets

These Regulations ("**Regulations**") shall govern the use, maintenance, and operations of those the Privately-Owned streets, alleys, sidewalks, and pedestrian paths within the Project Site that are not dedicated to the City (each, a "**Privately-Owned Street**" and collectively the "**Privately-Owned Streets**"). Privately-Owned Streets are shown on Exhibit L-1, and include Craig Lane, the portion of Louisiana Street north of Humboldt Street, and the portion of Delaware Street north of Humboldt Street, as well as the potential Mid-Block Alley on Block 13 (unless the Mid-Block Alley is open only to pedestrians). Privately-Owned Streets also include those streets not accepted by maintenance by the City and not shown on Exhibit L-1. For purposes of these Regulations, Privately-Owned Streets also include streets and alleys that have not been accepted for maintenance and responsibility by the City.

These Regulations shall be incorporated into the form of CC&Rs recorded against the Project Site. The CC&Rs shall require that the Master Association shall post notice online inviting neighborhood organizations and members of the public to a minimum of one (1) of the Master Association's meetings held per year. Such notice also shall be provided to the City Planning Department. At such meeting, the Master Association shall provide the opportunity for the City or members of such neighborhood organizations to comment on the Master Association's use, maintenance, and/or operation of the Privately-Owned Streets.

A. Authorities

1. Developer and/or Master Association

The Developer and/or Master Association have authority to control, manage, and operate the Privately-Owned Streets, subject to the Development Agreement and these Regulations for Privately-Owned Streets.

2. Rules to Be Obeyed

No person shall willfully disobey or violate any of the Regulations governing the use by the public of the Privately-Owned Streets, which Regulations, at the time, are posted in some conspicuous place in that area to which the rule or regulation applies.

B. Maintenance of Privately-Owned Streets

Privately-Owned Streets are intended for public travel and use in the same manner as public streets, including vehicular, pedestrian and bicycle passage and loading. The CC&Rs will provide that the Master Association will ensure that the Privately-Owned Streets (including street trees) are kept in good condition, swept and re-surfaced at the frequencies specified in the budget approved under the CC&Rs, or as necessary to repair conditions that pose an imminent threat of damage to property or injury to persons. Significant pavement cracks, pavement distress, excessive slab settlement, abrupt vertical variations, and debris on travel ways should be removed or repaired promptly. Street trees are to be maintained in a healthy and flourishing condition, subject to water conservation restrictions imposed by local governmental agencies, court order or the state.

C. Public Events In Privately-Owned Streets

Members of the public or other entities sponsoring events ("**Event Sponsors**") shall have the right to request the use of a Privately-Owned Street for a private or public special event, including block parties, gatherings, assemblies, celebrations, festivals, receptions, or other event ("**Special Event**") that is appropriate in scale for the Privately-Owned Street. Prior to closing any Privately-Owned Street for a Special Event, a notice of the closure shall be posted at all major entrances to the subject Privately-Owned Street for a period of seventy-two (72) hours prior to the Special Event. All Special Events in a Privately-Owned Street must be approved in advance by Developer and/or Master Association and are subject to any required approvals or permits from applicable City Agencies with jurisdiction over the Special Event. It shall be the sole responsibility of the requesting member of the public to obtain any such required permits or approvals. Developer and/or Master Association may require payment in the form of a permit fee or other charge for use of the Privately-Owned Street for a Special Event, so long as the permit fee or use charge does not exceed the reasonable costs for administration, maintenance, security, liability, and repairs associated with such event.

D. Operation and Parking of Vehicles

1. Regulations

   a. No person shall drive or propel any vehicle on any portion of the Privately-Owned Streets except as designated for use by such vehicular traffic.

   b. All persons operating vehicles on the Privately-Owned Streets must drive or propel them in a careful manner, at a lawful rate of speed, and in accordance with the rules and regulations of the San Francisco Traffic Code and California Vehicle Code.

   c. No person shall wash, grease, or repair any vehicle in any Privately-Owned Street except insofar as repairs may be necessary for the immediate removal of any damaged or disabled vehicle from a Privately-Owned Street.

   d. No vehicle shall be parked on any Privately-Owned Streets, except in a designated parking space.

   e. No person shall allow any automobile or other vehicle to remain parked in any parking space on a Privately-Owned Street that is open for public use and for which a fee is charged for parking, for a period of more than 24 hours after the expiration of the period for which a fee is charged, unless otherwise allowed by permit.

   f. No person shall park any "oversized vehicle," defined herein as any vehicle longer than 19 feet and/or wider than seven feet, eight inches, in any parking space on a Privately-Owned Street, unless allowed otherwise by permit.

   g. No person shall allow any automobile or any other vehicle that is disabled to remain parked in any parking space on a Privately-Owned Street, unless otherwise allowed by permit.

2. Exceptions

The provisions of this Section shall not apply to any person employed by the City and County of San Francisco, the State of California, or the United States Government while in the discharge of authorized duties and while operating an official vehicle or any other vehicle with an appropriate permit displayed.

Exhibit L-4
Form of Open Space NSR

EXHIBIT L-4

Form of Open Space NSR

WHEN RECORDED MAIL TO: Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, CA 94102 Attn: Director of Property The undersigned hereby declares this instrument to be exempt from Recording Fees (Govt. Code § 27383) and from Documentary Transfer Tax (CA Rev. & Tax. Code § 11922 and SF Bus. and Tax Reg. Code § 1105)	

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

APNs: [_____]

DECLARATION OF PUBLIC OPEN SPACE COVENANTS AND RESTRICTIONS

This Declaration of Public Open Space Covenants and Restrictions ("**Declaration**") is made as of _____, 20__, by _____, a _____ ("**Declarant**"), in favor of the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

RECITALS

A. Declarant owns certain real property located in the City and County of San Francisco, California, consisting of Lot(s) _____, as shown on the Final Map (defined below) and as further described on the attached Exhibit A (the "**Burdened Property**").

B. The Burdened Property is located on the project site of the Potrero Power Station Mixed-Use Development Project (the "**Project**"), which is currently subject to that certain Amended and Restated Development Agreement dated for reference purposes only as of _____, 2026 and recorded in the Official Records of the City and County of San Francisco (the "**Official Records**") on _____, 2026, as Document No. _____ (as may be further amended from time to time, the "**Development Agreement**").

C. Pursuant to the Development Agreement, Declarant is engaged in subdividing the property that is subject to "Final Map No. 10714" ("**Final Map**"), consisting of approximately 20.99 acres, as shown therein. The Final Map affects a portion of the Project site, including the Burdened Property.

D. The Development Agreement obligates Declarant to construct, or cause to be constructed, certain Privately-Owned Public Open Spaces (as defined in Exhibit B attached hereto) within the Burdened Property, along with associated improvements or facilities on or under the Burdened Property, including, without limitation, paved pathways, slopes, site furnishings, landscaping, irrigation, lighting, public and private utility facilities (collectively, the "**Improvements**"). The design and timing of construction of the Improvements, respectively, is subject to the Design for Development attached as Exhibit E to the Development Agreement and referenced in Planning Code Section 249.87(d) (as may be amended from time to time, the "**Design for Development**") and the Phasing Plan attached as Exhibit M to the Development Agreement (as may be amended from time to time, the "**Phasing Plan**").

E. Exhibit L-2 of the Development Agreement sets forth regulations regarding access, operation, and maintenance of the Privately-Owned Public Open Spaces, as may be amended from time to time pursuant to Section 9 below (the "**Open Space Regulations**"). The Open Space Regulations as of the date of this Declaration are attached hereto as Exhibit B. Exhibit L-1 of the Development Agreement, a map of the Privately-Owned Public Open Spaces, as of the date of this Declaration is attached hereto as Exhibit C.

NOW, THEREFORE, incorporating the above Recitals and in consideration of City's approval and execution of the Development Agreement, Declarant does hereby declare that the Burdened Property is to be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, reservations, rights, conditions, and covenants, all of which are imposed as equitable servitudes upon the Burdened Property.

1. Use, Operation, and Maintenance of Privately-Owned Public Open Spaces. In accordance with Sections I.B and I.D of the Open Space Regulations, Declarant shall maintain and make such Privately-Owned Public Open Spaces available for the use, enjoyment and benefit of the public for open space and recreational purposes (the "**Permitted Public Use**") in accordance with this Declaration and the Open Space Regulations in perpetuity.

2. Modification of Privately-Owned Public Open Space. After the Completion (as defined below) of any Privately-Owned Public Open Space, all material modifications, renovations, replacements and/or updates to the Privately-Owned Public Open Space within the Burdened Property must be approved in accordance with the Project's Special Use District (Planning Code Section 249.87), and the Development Agreement, as applicable during its term.

a) As used herein, "Completion" means that a specified scope of work relating to any Privately-Owned Public Open Space within the Burdened Property has been substantially completed in accordance with the City-approved plans and specifications for such scope of work and, with respect to any building improvement therein, a temporary certificate of occupancy (or its equivalent) has been issued.

3. Enforcement. The City may enforce the requirements of this Declaration only pursuant to Article 9 of the Development Agreement during its term. After the expiration or earlier termination of the Development Agreement, the City may enforce this Declaration, including, but not limited to, the Open Space Regulations, pursuant to Article 1.7 of the Planning Code, as then applicable.

4. No Waiver. No waiver by City of any violation under this Declaration shall be effective or binding unless and to the extent expressly made in writing by City, and no such waiver may be implied from any failure by City to take action with respect to such violation. No express written waiver of any violation shall constitute a waiver of any subsequent violation in the performance of the same or any other provision of this Declaration.

5. Compliance With Laws. Declarant shall comply with all laws, statutes, ordinances, rules, and regulations of federal, state and local authorities (including, without limitation, City laws of general applicability) having jurisdiction over the Burdened Property, now in force or hereafter adopted, in the performance of its obligations under this Declaration. During the term of the Development Agreement, local laws, statutes and regulations applicable to this Declaration shall be the Applicable Standards (and, for the avoidance of doubt, any New City Laws that conflict with the Agreement or this Declaration shall not be applicable to the matters covered hereby; Applicable Standards and New City Laws are defined in the Development Agreement).

6. Binding on Successors; No Merger. This Declaration and the covenants and restrictions set forth herein constitute restrictions and covenants running with the land and shall bind and burden Declarant in its capacity as owner of the Burdened Property. Upon transfer of fee simple of the Burdened Property or any portion thereof to any person or entity (including any Management Association (as defined in the Development Agreement)), such person or entity shall be automatically deemed to be "Declarant" hereunder with respect to such Burdened Property. In addition, during the term of the Development Agreement, this Declaration may be transferred by Declarant together with an assignment of the Development Agreement with respect to the Burdened Property in accordance with its terms. Upon any transfer in accordance herewith, the transferor shall be automatically released of its obligations hereunder from and after the date thereof.

7. Severability; Conflict. Should any provision or portion hereof be declared invalid or in conflict with any law, the validity of all remaining provisions shall remain unaffected and in full force and effect. During the term of the Development Agreement, the provisions of the Development Agreement shall control in the event of any conflict between the provisions of the Development Agreement and the provisions of this Declaration.

8. Time. Time is of the essence of this Declaration and each and every part hereof.

9. Term; Amendment. This Declaration shall be effective on the date it is recorded in the Official Records, and shall continue in perpetuity. This Declaration may be amended or otherwise modified only in a writing signed by Declarant and approved by the City's Planning Director in the Planning Director's sole discretion, provided that, during the term of the Development Agreement, (i) such approval is subject to the Development Agreement's provisions re Later Approvals and Development Agreement Section 14.21 and (ii) Declarant has the right to amend Exhibits B and C to this Declaration without City approval to reflect any duly executed amendment to Development Agreement Exhibits L-1 or L-2. Any amendment to this Declaration must be duly recorded in the Official Records. Declarant and the City shall cooperate to execute and record such instrument in the Official Records.

10. Governing Law. This Declaration shall be governed by and construed in accordance with the laws of the State of California.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Declarant executes this Declaration as of the date first written above.

DECLARANT:

_____,
a _____

By: _____
Name: _____
Title: _____

APPROVED

CITY:

THE CITY AND COUNTY OF SAN FRANCISCO, acting by and through the Planning Department

By: _____
Name: _____
Planning Director

APPROVED AS TO FORM

_____, City Attorney

By: _____
Name: _____
Deputy City Attorney

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of San Francisco)

On _____, before me, _____, a notary public in and for said State, 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 _____ (Seal)

EXHIBIT A

Legal Description of Burdened Property

[see attached]

EXHIBIT B

Exhibit L-2 to the Development Agreement
Open Space Regulations

[see attached]

EXHIBIT C

Exhibit L-1 to the Development Agreement
Map of Privately-Owned Public Open Spaces

[see attached]

Exhibit M
Phasing Plan and Phasing Diagram

Exhibit M-1
Phasing Plan

Exhibit M-1
Phasing Plan

1. PHASING GENERALLY

1.1 Generally. The development of the Project as provided in this Phasing Plan and the Plan Documents has been carefully structured to meet (and the City acknowledges and agrees that development of the Project as provided herein does meet) the requirement that the Public Improvements and Privately-Owned Community Improvements (including the Parks and Open Spaces) be provided proportionately with development of the Project. This Phasing Plan may be modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Phasing Plan.

1.2 Development Phases. The attached Phasing Diagram (Exhibit M-2.2) identifies the following three Development Phases:

- Phase 1
- Phase 2
- Phase 3

1.3 Procedures. Development Phase Applications shall be submitted and reviewed in conformance with the Development Agreement, including the Development Phase Application Procedures and Requirements, attached as Exhibit O to the Development Agreement. The attached phasing table (the "**Phasing Table**") assigns each Public Improvement or Privately-Owned Community Improvement to a particular Development Phase, and in some cases, to particular Blocks. Each of the Parks and Open Spaces identified in the Phasing Table are shown on Exhibit M-2.1 (Open Spaces Areas). Unless this Phasing Plan is modified as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement, each Development Phase Application shall assign each Public Improvement and Privately-Owned Community Improvement to the Development Phase and Block (if any) shown on the Phasing Table. The City shall not disapprove a Development Phase Application on the grounds that the proposed Development Phase does not contain Public Improvements and Privately-Owned Community Improvements other than those listed for such Development Phase described in the Phasing Table.

1.3.1 Interpretation of Sequencing Requirements. For purposes of this Phasing Plan, any reference to the "last," "second-to-last," "third-to-last," or similar Development Parcel within one or more Development Phases shall refer to the order in which Development Parcels receive a First Certificate of Occupancy for the first Building constructed thereon, and (ii) the determination of which Development Parcels are included within a Development Phase shall be made after giving effect to any approved modification of this Phasing Plan pursuant to the Development Agreement.

1.4 Schedule of Performance

(a) **Phasing Table**. The Phasing Table indicates whether each Public Improvement or Privately-Owned Community Improvement is a Vertical Improvement or a "**Horizontal Improvement**." The Phasing Table further identifies the Plan Document and section thereof that describes each Public Improvement or Privately-Owned Community Improvement. The Phasing Table may be modified (including whether each Public Improvement and Privately-Owned Community Improvement is a Vertical Improvement or a Horizontal Improvement) in conjunction with the Phasing Plan as set forth in Section 3.2.5 and Section 3.2.6 of the Development Agreement.

(b) **Vertical Improvements**. The Development Phase Application shall assign each Vertical Improvement within the applicable Development Phase to a particular Block or Blocks, as applicable. Developer shall complete any Privately-Owned Community Improvements that constitute Vertical Improvements on or before issuance of the First Certificate of Occupancy for the Building or Buildings to which such Vertical Improvement is assigned, except as specified in Section 9.4.5 of the Development Agreement or to the extent a different completion schedule is expressly provided in this Phasing Plan. Developer shall complete any Public Improvements that constitute Vertical Improvements as described in Section 3.6.2 and Section 9.4.5 of the Development Agreement.

(c) **Horizontal Improvements**. Developer shall Commence Construction and complete any Horizontal Improvements in accordance with the applicable Public Improvement Agreement, or as otherwise identified on the Phasing Table.

2. AFFORDABLE HOUSING

Affordable housing is an Associated Community Benefit and shall be delivered in accordance with the terms and conditions of the Housing Plan.

3. PUBLIC IMPROVEMENTS AND PRIVATELY-OWNED COMMUNITY IMPROVEMENTS BY DEVELOPMENT PHASE

3.1 Child Care Facilities. Developer shall construct or provide one or more child care facilities (each, a "**Child Care Facility**"), with the sum total square footage of all Child Care Facilities being no less than 12,000 square feet in size and each having no minimum size. Child Care Facilities may be located on the Project Site or within a one mile radius of the Project Site. Developer shall provide at least one Child Care Facility with Phase 1, and if such Child Care Facility is less than 12,000 square feet in size, then Developer shall provide a second Child Care Facility with either Phase 1 or Phase 2. Any remaining Child Care Facilities may be provided with Phases 2 and/or 3. Each Child Care Facility shall have sufficient protected outdoor space to meet the requirements of California law, and be available for lease to a licensed operator with a minimum term of six years. In consideration of these requirements, Planning Code section 414 (inclusive of sections 414.1-414.15) and section 414A.1 (inclusive of sections 414A.1–414A.8) shall not apply to the Project.

3.2 Community Facility.

(a) As of the A&R Reference Date, Developer has contributed Two Million Dollars ($2,000,000.00) to the Young Men's Christian Association of San Francisco ("**YSF**") for capital improvements to YSF's facilities at 701 Illinois Street in the vicinity of the Project Site (the "**YSF Facility Contribution**").

(b) In addition to having paid the YSF Facility Contribution, Developer shall construct at least one community facility on any Block or provide at least one community facility within a one (1) mile radius of the Project Site, in either instance that is no smaller than twenty-five thousand (25,000) gross square feet in size (the "**Community Facilities Space**"). Developer shall construct or provide the Community Facilities Space on or before issuance of the First Certificate of Occupancy for the Building developed on the second to last Development Parcel that is developed within Development Phases 1 and 2. Developer shall select a nonprofit operator of the Community Facilities Space (the "**Community Facilities Entity**"). By way of example, if Development Phases 1 and 2 contain, for example, a total of 11 Development Parcels, Developer shall construct or provide the Community Facilities Space on or before issuance of the First Certificate of Occupancy for the Building located on the 10th Development Parcel that is developed within Development Phases 1 and 2. A "**Community Facilities Use**" is a use that includes community clubhouses, neighborhood centers, or other community facilities whether publicly or privately owned and open for public use in which the chief activity is not carried on as a gainful business and whose chief function is the gathering of persons from the immediate neighborhood in a structure for the purposes of active recreation, social interaction, and education, and that has an indoor area that can be used for active recreation purposes, such as basketball, volleyball, yoga, jai-alai, dance, or other sports. An appropriate restriction will be recorded against the Community Facilities Space so that it is restricted to a Community Facilities Use for the life of the Building, unless no Community Facilities Entity can be identified through the process identified in this Section. The Community Facilities Space shall be provided by Developer to the Community Facilities Entity in warm shell condition, consistent with commercially reasonable delivery standards for comparable commercial space in San Francisco. The conveyance agreement(s) applicable to the Community Facilities Space (the "**Community Facilities Space Agreement**") shall at a minimum require the Community Facilities Entity to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. The Community Facilities Entity shall not, however, pay a purchase price or rent for the Community Facilities Space. The Community Facilities Space Agreement shall require that Developer shall provide to the selected Community Facilities Entity an allowance of three million dollars ($3,000,000.00) for tenant improvement costs (the "**Community Facility Improvement Allowance**"). If such Community Facility Improvement Allowance is not paid prior to January 1, 2030, the amount due shall be escalated by CPI (as defined in the Development Agreement) commencing on January 1,

2030. If Developer and the Community Facilities Entity are not able to reach agreement on the final form of the Community Facilities Space Agreement within six (6) months after the identification of such Community Facilities Entity notwithstanding good faith negotiations on the part of both parties, or if the Community Facilities Entity defaults in its obligations under the Community Facilities Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall work in good faith to find a new Community Facilities Entity for the Community Facilities Space and provide such Community Facilities Space, each as set forth above. If Developer is unable to identify an appropriate Community Facilities Entity after twelve (12) months of good faith efforts, Developer shall notify the Planning Director and Developer and the Planning Director shall jointly work in good faith to select a new Community Facilities Entity, which evaluation shall consider public agencies that may wish to operate a Community Facilities Use. If Developer and the Planning Director are unable to select a new Community Facilities Entity within twelve (12) months of Developer's notification to the Planning Director, then Developer shall have the right to rent or convey the Community Facilities Space to any user without restriction (and any use restriction recorded against title pursuant to this Section 3.2 shall automatically terminate to permit the foregoing).

(c) If Developer elects to provide the Community Facilities Space within a one-mile radius of the Project Site, Developer and City will meet to discuss and negotiate an alternative set of requirements for the off-site Community Facilities Space in-lieu of those described in Section 3.2(b) (the "**Off-Site Community Facilities Space Requirements**"). However, in no event shall (i) the off-site Community Facilities Space be less than twenty-five thousand (25,000) gross square feet in size, or (ii) the Community Facility Improvement Allowance be less than three million dollars ($3,000,000.00). The off-site Community Facilities Space shall also be provided to the Community Facilities Entity in warm shell condition (consistent with commercially reasonable delivery standards for comparable commercial space in San Francisco) and the Community Facilities Entity shall not pay a purchase price or rent for the off-site Community Facilities Space. The Planning Director shall approve the Off-Site Community Facilities Space Requirements, which approval must be in writing and may not be unreasonably withheld, conditioned, or delayed.

3.3 Option for Public Library. Developer shall grant to City an option to lease or sublease approximately one thousand five hundred (1,500) to five thousand (5,000) square feet of ground floor space for use by the San Francisco Public Library within a completed Building on any Block or within a building that is within a one-mile radius of the Project Site (either such space being the "**Public Library Space**"). Developer shall identify in writing to the Planning Director the Block or off-site location where the Public Library Space will be located on or before issuance of the First Certificate of Occupancy for the Building developed on the third to last Development Parcel that is developed within Development Phases 1 and 2. By way of example, if Development Phases 1 and 2 contain, for example, a total of 11 Development Parcels, Developer shall identify the location of the Public Library Space on or before issuance of the First Certificate of Occupancy for the Building located on the 9th Development Parcel that is developed within Development Phases 1 and 2. Before Developer identifies in writing to the Planning Director the Block

or off-site location where the Public Library Space will be located, Developer will make good faith efforts to keep the San Francisco Public Library reasonably informed of the status of the Project and the potential location of the Public Library Space. If City wishes to exercise the option, City will notify Developer within six (6) months of the date that Developer specifies in writing to the Planning Director the location of the Public Library Space, and Developer and City will negotiate a letter of intent for the proposed lease. The lease will, at a minimum, provide for fair market rent for a term of not less than ten (10) years and otherwise on commercially reasonable terms. Following the letter of intent, the parties will negotiate the commercial lease in good faith, consistent with the letter of intent, as soon as possible but in any event before the completion of the applicable Building (if the Public Library Space is located on the Project Site). If the parties are not able to agree on the fair market rent, they will submit the matter to baseball arbitration with qualified MAI appraisers with not less than 10 years professional experience valuing commercial real estate in San Francisco. The lease will be subject to Board of Supervisor's approval and annual certification by the Controller that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure. If the Parties enter into such lease, Developer shall pay or implement improvements amounting to Seven Hundred Fifty Thousand Dollars ($750,000.00) to Two Million Five Hundred Thousand Dollars ($2,500,000.00) to the San Francisco Public Library for capital and/or operating costs for the Public Library Space on or before issuance of the First Certificate of Occupancy for the Building containing such library, or if the Public Library Space is not located on the Project Site, then within a reasonable time after execution of the lease. Upon Developer's payment, Developer's obligations under this Section 3.3 shall terminate.

3.4 Alternative Funding for Public Library. Notwithstanding Section 3.3, if the San Francisco Public Library identifies and secures a site for a public library located within one (1) mile of the Project Site, and obtains all required City or Port approvals for construction of a public library at such site before either (i) the date that Developer identifies the location of the Public Library Space, or (ii) if Developer has already identified the location of the Public Library Space and the City declines to exercise the option, the date that is the two (2) year anniversary of the City's notification to Developer of its decision to decline the option, then Developer shall pay Two Million Five Hundred Thousand Dollars ($2,500,000.00) to the San Francisco Public Library or to the non-profit organization that agrees to construct or finance the building on behalf of the San Francisco Public Library, for the capital and/or operational costs for such library. In such event, Developer's obligations under Section 3.3 shall terminate.

3.5 Intentionally Deleted.

3.6 La Cocina. Developer shall construct a space for the non-profit "La Cocina" that is no smaller than 1,500 gross square feet in size (the "**La Cocina Space**") on any Block. This space shall not be counted as part of the Community Facilities Space required by Section 3.2 of this Phasing Plan. Developer shall specify the Building in which the La Cocina Space shall be located on or before issuance of the First Certificate of

Occupancy for the Building developed on the third to last Development Parcel that is developed within Development Phases 1 and 2. By way of example, if Development Phases 1 and 2 contain, for example, a total of 11 Development Parcels, Developer shall identify the location of the La Cocina Space on or before issuance of the First Certificate of Occupancy for the Building located on the 9th Development Parcel that is developed within Development Phases 1 and 2. The La Cocina Space shall be provided by Developer to La Cocina in warm shell condition, as reasonably consistent with comparable commercial delivery standards in San Francisco. Developer shall provide an allowance of up to two hundred twenty-eight dollars ($228.00) per net square foot for tenant improvements (subject to escalation based on CPI, adjusted annually from the Original Reference Date). The conveyance agreement(s) applicable to the La Cocina Space (the "**La Cocina Space Agreement**") shall at a minimum require La Cocina to (1) continually use such space (subject to damage and destruction and reasonable hours of operation consistent with other comparable facilities), (2) provide commercially reasonable insurance coverage, (3) adhere to maintenance and security protocols, and (4) timely pay its proportionate share of all pass-through and other charges, including applicable property taxes and assessments (including in-lieu payments), insurance and maintenance, and other operating expenses, all generally consistent with other tenants or owners in the applicable Building. Developer shall charge La Cocina no more than twelve dollars ($12.00) per gross square foot, twenty-four dollars ($24.00) per gross square foot, and thirty-six dollars ($36.00) per gross square foot in rent for the La Cocina Space in years 1 through 5, 6 through 10, and 11 through 15 of the lease term, respectively. The foregoing rental amounts shall be subject to escalation based on CPI, adjusted annually from the Original Reference Date. If Developer and La Cocina are not able to reach agreement on the final form of the La Cocina Space Agreement within six (6) months notwithstanding good faith negotiations on the part of both parties, or if La Cocina defaults in its obligations under the La Cocina Space Agreement (after the expiration of notice and cure periods contained therein), then Developer shall have the right to rent or convey the La Cocina Space to any user without restriction.

3.7 Grocery Store. Developer will identify in writing to the Planning Director the Building where the Grocery Store (as defined below) will be located on or before issuance of the First Certificate of Occupancy for the Building developed on the third to last Development Parcel that is developed within Development Phases 1 and 2. By way of example, if Development Phases 1 and 2 contain, for example, a total of 11 Development Parcels, Developer shall identify the location of the Grocery Store on or before issuance of the First Certificate of Occupancy for the Building located on the 9th Development Parcel that is developed within Development Phases 1 and 2. On or before the date Developer identifies the location of the Grocery Store in writing to the Planning Director, Developer shall make commercially reasonable efforts to secure a grocery store tenant with a minimum footprint of 10,000 square feet within such Building (which size may be decreased with Planning Director approval if another grocery store opens in the vicinity of the Project or Developer demonstrates the market need for smaller space) in accordance with the requirements of this Section 3.7 (the "**Grocery Store**"). For purposes of attracting a Grocery Store, "commercially reasonable efforts" means a targeted marketing program through established retail brokers, reasonably designed to attract a

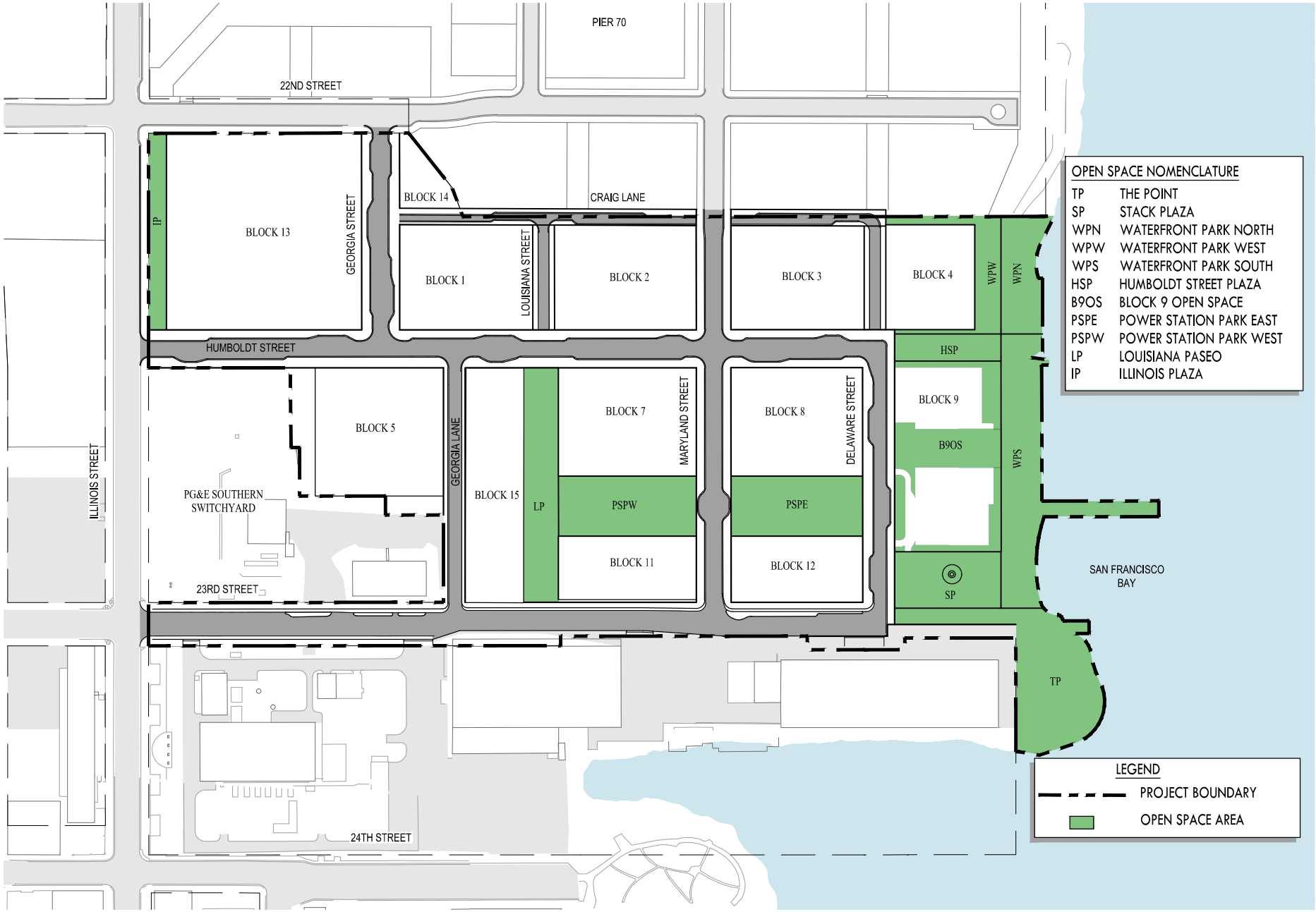
grocery store tenant at then-prevailing market rents for suitable retail space to be constructed within the applicable Building. If, despite Developer's commercially reasonable efforts, Developer has not entered into a lease with a Grocery Store operator by the date on which Developer submits an application for a building or site permit for the applicable Building, so long as that date occurs not less than six (6) months following the date on which Developer specified the Building in which the Grocery Store shall be located, the requirements of this Section 3.7 shall terminate. Nothing in the foregoing prevents Developer from allowing pop-up temporary uses of the space, consistent with the Project SUD, while it markets the space for a Grocery Store.

Exhibit M-1-1
Phasing Table

EXHIBIT M-1-1

Phasing Table	Phase	Delivered With Block or GSF	Primary Document	Section	Other Reference	Horizontal Improvement	Vertical Improvement	Public Improvement	Privately-Owned Community Improvement	Notes
Infrastructure Improvements										
Sea Level Rise Improvements	All	N/A	IP	Section 5		X		X		See Section 5 of the Infrastructure Plan.
AWSS Connection to 3rd Street at 23rd Street	1	N/A	IP	Figure 1.3		X		X		
AWSS Connection to 3rd Street at 22nd Street	3	13	IP	Figure 1.3		X		X		Per Figure 1.3 of the Infrastructure Plan, required only if Pier 70 has not commenced construction of the improvement at the time Developer submits a Development Phase Application for Phase 3.
Stormwater Outfall	1	N/A	IP	Figure 1.3		X		X		
~~Sanitary Sewer Pump Station~~	~~1~~	~~N/A~~	~~IP~~	~~Figure 1.3~~		~~X~~		~~X~~		As of the A&R Reference Date, obligation has been terminated because Developer and SFPUC have entered into that certain Northern Connection Implementation Agreement recorded in the Official Records on May 21, 2024 as Document No. 2024040288.
Recycled Water Infrastructure	All	*	IP	Section 12	D4D Section 6.18.3	X	X		X	*Delivered per [SFPUC Consent or DA Body]
23rd/Illinois Intersection Improvements and Signal	1	N/A	IP	Section 8.1.3	D4D Section 5.7.2, Figure 5.2.2, and Figure 5.7.1	X		X		
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	*	*	IP	Section 8.1.3	D4D Section 5.25 and Figure 5.2.2	X		X		*Completed prior to the City's issuance of the First Certificate of Occupancy for the Building that causes the cumulative amount of completed development within the Project to reach or exceed 3,000,000 square feet of gross floor area.
~~Sidewalk on the east side of Illinois between 23rd and Humboldt Streets~~	~~3~~	~~13~~	~~IP~~	~~Section 19~~	~~D4D Figure E.13.5~~	~~X~~		~~X~~		~~Required only if there is a single vehicular access route to and from the Project site via 23rd Street at the time of Phase 3 application.~~
Humboldt Street Fire Turnaround	2	5	IP	Section 19	D4D Figure E.13.5	X		X		Required unless SFFD waives requirement or approves alternative fire access.
Humboldt/Illinois Intersection Improvements and Signal	3	13	IP	Section 8.1.3	D4D Section 5.7.2, Figure 5.2.2 and Figure 5.7.1	X		X		Required only if the area of Humboldt Street that terminates into Illinois Street is not subject to PPS DA at time Developer submits a Development Phase Application for Phase 3.
Open Spaces										
The Point	*	*	D4D	Section 4.2		X			X	*Prior to the City's issuance of the First Certificate of Occupancy for the Building that causes the cumulative amount of completed development within the Project to reach or exceed 500,000 square feet of gross floor area, Developer shall deliver either The Point or an equivalent, interim or permanent open space generally consistent with Standards and Guidelines provided in D4D Section 4.20. Developer is not required to construct the Bay Overlook at 23rd Street in any phase. Developer shall complete The Point prior to the City's issuance of the First Certificate of Occupancy for the Building that causes the cumulative amount of completed development within the Project to reach or exceed 3,000,000 square feet of gross floor area.
Waterfront Park South	2	*	D4D	Sections 4.16-4.19		X			X	*Completed prior to the City's issuance of the First Certificate of Occupancy for the Building that causes the cumulative amount of completed development within the Project to reach or exceed 3,000,000 square feet of gross floor area. Developer is not required to construct the Recreational Dock in any phase.
Stack Plaza	2	9	D4D	Section 4.21		X			X	
Humboldt Street Plaza	2	*	D4D	Section 4.24		X			X	*Completed prior to the City's issuance of the First Certificate of Occupancy for the Building that causes the cumulative amount of completed development within the Project to reach or exceed 3,000,000 square feet of gross floor area. Developer is not required to construct the Recreational Dock in any phase.
Power Station Park East	1	12 or 8	D4D	Section 4.28		X			X	Completed prior to the City's issuance of the First Certificate of Occupancy for the final Building to be constructed within either of Blocks 8 and 12.
Block 9 Open Spaces (includes Turbine Plaza) and Restroom	2	9	D4D	Sections 4.16-4.22; 6.13.2			X		X	Public restroom facilities shall be provided on Block 9, either within new vertical development or within existing structures. If no new vertical development on Block 9 is proposed before submittal of the Design Review Application for Waterfront Park, the Design Review Application may specify that the public restroom facilities will instead be provided either at any location within Waterfront Park as part of the Waterfront Park Improvements or within future new vertical development on Block 9
Power Station Park West	1	11 or 7	D4D	Section 4.29		X			X	Completed prior to the City's issuance of the First Certificate of Occupancy for the final Building to be constructed within either of Blocks 7 and 11.
Waterfront Park North	2	4	D4D	Sections 4.16-4.19		X			X	
Waterfront Park West	2	4	D4D	Sections 4.16-4.19		X			X	
Louisiana Paseo	1	15	D4D	Section 4.30		X			X	
~~Soccer Field and Restroom~~	~~2 or 3~~	~~1, 5, or 13~~	~~D4D~~	~~4.31~~			~~X~~		~~X~~	~~Soccer field to be provided on either the roof of the district parking structure on one of Blocks 1, 5, or 13 or in another location, as further described in the Phasing Plan and Design for Development. Public restroom to be provided on the same block as soccer field.~~
Illinois Street Plaza	3	13	D4D	Section 4.32		X			X	In the event Block 13 does not become subject to the Development Agreement, Illinois Street Plaza will not be constructed.
Streets and Infrastructure										
All public and private streets (including sidewalks, and bike facilities within such streets) within the boundaries of the Development Phase as shown in the D4D and IP	All		D4D, IP	D4D Section 5		X		X	X	Public Improvement if public street; Privately-Owned Community Improvement if private street. City and Developer may, each in their reasonable discretion, agree to change designation of a future street from public to private or private to public as a part of subdivision mapping process.
All utilities within the boundaries of the Development Phase as shown in the IP	All		IP			X		X	X	
Transit Facilities										
Bus Layover	1	12	D4D	Sections 5.5.1 and 6.10.1		X		X	X	-See Sections V and VI of the Transportation Plan.
Bus Shelter and Transit Operator Restroom	1	12	D4D	Sections 5.5.2 and 6.10.1			X		X	See Sections V and VI of the Transportation Plan.
Development Agreement, Phasing Plan (Exhibit M-1)										
~~$1.5 million AWSS Payment Fair-Share Contribution~~	~~3~~	~~1~~	~~DA~~	~~Exhibit M-1~~		~~N/A~~	~~N/A~~	~~N/A~~	~~N/A~~	~~Payment will be due at the earlier of either SFPUC's Notice to Proceed for the system-wide improvements or City's acceptance of the final public street in Development Phase 3.~~
La Cocina Space (1,500 GSF)	Any	Any	DA	Exhibit M-1			X		X	See Section 3.6 of the Phasing Plan.
Childcare Facilities (12,000 GSF in total)	*	Any	DA	Exhibit M-1			X		X	*See Section 3.1 of the Phasing Plan. Child Care Facilities may be locked on any Block or within one mile of the Project.
Community Facilities Space (25,000 GSF)	Any	Any	DA	Exhibit M-1			X		X	See Section 3.2 of the Phasing Plan. The Community Facilities Space may be located on any Block or within one mile of the Project.
Alternative Funding for Public Library	*	*	DA	Exhibit M-1		N/A	N/A	N/A	N/A	*See Section 3.4 of the Phasing Plan.
Option For Public Library Space	Any	Any	DA	Exhibit M-1			X		X	See Section 3.3 of the Phasing Plan. The Public Library Space may be located on any Block or within one mile of the Project.
Grocery Store	Any	Any	DA	Exhibit M-1			X		X	See Section 3.7 of the Phasing Plan.
SFPUC Pump Station	N/A	N/A	DA	Section 3.17		N/A	N/A	N/A	N/A	Provided for pursuant to that certain Northern Connection Implementation Agreement recorded in the Official Records on May 21, 2024 as Document No. 2024040288.

Exhibit M-2
Phasing Diagram

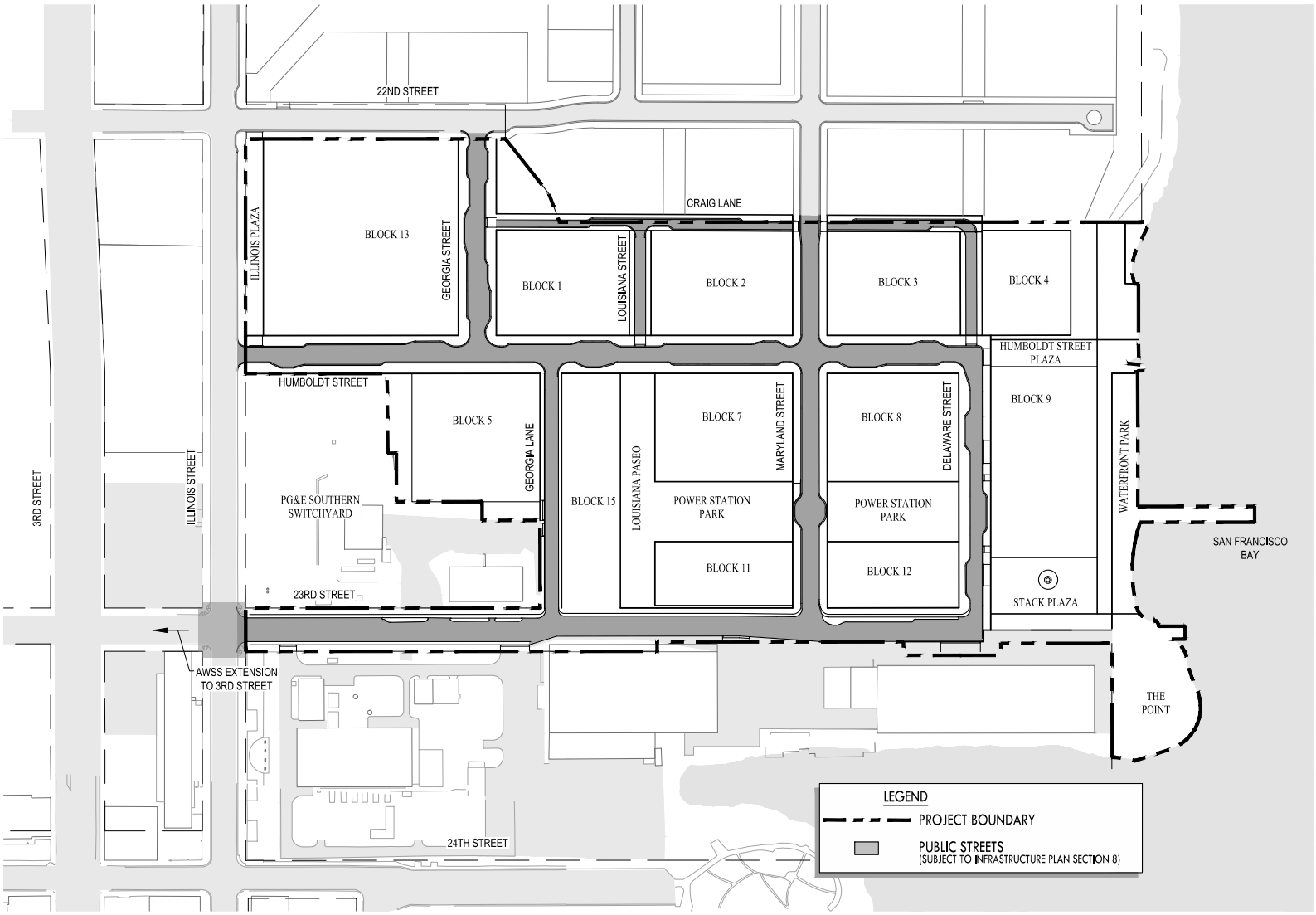


POTRERO POWER STATION
EXHIBIT M-2.1: OPEN SPACE AREAS



POTRERO POWER STATION
EXHIBIT M–2.2: PHASING DIAGRAM

Exhibit N
Map of Public Improvements



POTRERO POWER STATION
EXHIBIT N: PUBLIC IMPROVEMENTS

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Exhibit O
Development Phase Application Procedures and Requirements

Exhibit O
Development Phase Application Procedures and Requirements

A. General

The Project shall be built in Development Phases as described in the Phasing Plan, subject to any changes to the Phasing Plan approved in accordance with Sections 3.2.5 and 3.2.6 of the Development Agreement. The Phasing Plan reflects the Parties' mutual acknowledgement that certain controls shall guide the development of the Project and the phased provision of Public Improvements and Privately-Owned Community Improvements. Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Exhibit O.

B. Development Phase Application: Purpose and Approval Authority

The purpose of the Development Phase Application is to provide a broad overview of the scope of each Development Phase, including the number and type of each element (vertical and horizontal), and to indicate how the requirements of the Phasing Plan will be satisfied.

1. City Department responsible for review: Planning Department

2. City Department responsible for approval: Planning Department

3. Role of other City Departments: Development Phase Applications will be distributed to DPW, SFPUC, SFMTA, Port, SFFD, RPD, and OEWD for their information. No action is required by these City Agencies. City Agencies may provide comments on the content of the Development Phase Application to the Planning Department within the Planning Department's thirty (30) day completeness review timeline and the sixty (60) day content review timeline.

4. Relationship to Infrastructure Review by Other City Departments: A Development Phase Application must show how the proposed scope and content of Infrastructure within the Development Phase will comply with the Plan Documents and Approvals, including the Phasing Plan. The level of detail shall be commensurate with the detail set forth in the Infrastructure Plan. The approved Development Phase Application will not limit the scope of Infrastructure that Developer is required to construct in the Development Phase, but the proposed scope and content of Infrastructure in such improvement plans shall at least serve the scope outlined in the Phase Application. The exact details of required Infrastructure in each Development Phase may vary from the approved Development Phase Approval in order to achieve appropriate roadway access, functional utility systems and connections, and to maintain service to existing residents and commercial users, but shall still be governed by the Infrastructure Plan and Phasing Plan. Notwithstanding the foregoing, any removal of street sections from a Development Phase after its inclusion in a Development Phase Approval will be subject to Planning Department review and approval.

C. Development Phase Application Review and Approval

At any time before submitting a Development Phase Application (defined below) to the Planning Department for review, Developer may request a pre-application meeting with City staff to review the proposed Development Phase. Prior to the commencement of each Development Phase, Developer shall submit to the Planning Department a Development Phase Application in substantial conformance with the attached checklist. Upon receipt, the Planning Director 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 the Development Agreement, including the Phasing Plan; provided, however, that within thirty (30) days following receipt of a Development Phase Application, the Planning Director shall determine the completeness of the Development Phase Application and will notify Developer of any deficiencies and make any requests for additional information or materials that are reasonably necessary in order to review the Development Phase Application. If the Planning Director fails to respond within such 30-day period, the Development Phase Application will be deemed complete. The Planning Department will, within sixty (60) days of determination of application completeness, complete its review of the proposed improvements against the requirements of the Plan Documents, the Phasing Plan and the Development Agreement, including any necessary coordination with other City Agencies. If the Planning Director objects to the proposed Development Phase Application, he or she shall do so in writing, stating with specificity the reasons for the objection and any items that should be included or changed to bring the Development Phase Application into compliance with the Plan Documents, the Phasing Plan and the Development Agreement. The Planning Director will act reasonably in making determinations with respect to each Development Phase Application, including the determination as to whether the Development Phase Application meets the requirements of the Phasing Plan and the Development Agreement. The Parties agree to meet and confer in good faith to discuss and resolve any differences in the scope or requirements of a Development Phase Application. Changes proposed by the Planning Department will be reasonably considered by Developer, and changes proposed by Developer will be reasonably considered by the Planning Director. Developer shall have no obligation to accept any proposed changes that are unrelated to the Development Phase Application's consistency with the requirements of the Development Agreement. Subject to the foregoing, if there are no objections, or upon resolution of any differences, the Planning Director shall approve the Development Phase Application with such revisions, comments, or requirements as may be permitted in accordance with the terms of the Development Agreement (each a "**Development Phase Approval**"). The Development Phase Application and Development Phase Approval shall be posted on the Planning Department website.

D. Standard of Approval

Approval of the Development Phase Application will be ministerial in nature based on the Development Phase Application's consistency with the Development Agreement, including the Phasing Plan, and its completeness in providing the information required by this Exhibit O. Discretion in approving a Development Phase Application will be limited to those matters where the proposed development plan deviates from the Development Agreement. As such, the Planning Director will approve any Development Phase Application that conforms to and is consistent with the Development Agreement, including the applicable Plan Documents, Phasing Plan and

Approvals, and will not disapprove any Development Phase Application on the basis of any element that conforms to and is consistent therewith.

E. Concurrent Review

Developer must obtain a Development Phase Approval before the City may approve a tentative subdivision map that covers all or any portion of the applicable Development Phase; provided, however, that approval of a Development Phase Application will not be required for (i) the approval of a tentative or final transfer map, (ii) the issuance of construction permits for grading and site preparation in any Development Phase, or (iii) the approval of a tentative subdivision map application that covers all or substantially all of the entire Project Site (a "**Master Tentative Map**"), as permitted under Paragraph F below. Subject to the foregoing, at any time before or after submittal of a Development Phase Application, Developer may submit Subdivision Map and Design Review Applications covering all or any of the real property within the Development Phase for the City's review and approval in accordance with the procedures hereunder and under the Project SUD, but the time periods for City review and approval of Subdivision Maps other than tentative or final transfer maps or Master Tentative Maps and for Design Review Applications for Vertical Development and Community Improvements (either privately or publicly owned) shall not begin until the Planning Department issues a Development Phase Approval.

F. Start of Development Phase

Developer may submit a tentative subdivision map application (if not already submitted) covering the real property within the Development Phase concurrently with or after filing a Development Phase Application. Developer also has the option to submit a Master Tentative Map application and seek approval of phased final maps for each Development Phase covered by the Master Tentative Map. The City may condition approval of a Master Tentative Map on a subsequent Development Phase Approval, but the City shall not be required to issue construction permits to Commence Construction within any Development Phase covered by the Master Tentative Map unless the City has first approved a Development Phase Approval for the applicable Development Phase. The City may add, modify, or clarify tentative map conditions or require any deferred material submittals based upon the subsequent Development Phase Approvals or Later Approvals prior to approval of one or more final maps associated with the Master Tentative Map. Upon submittal of any tentative subdivision map application, Developer shall have the right to submit any request or application for Later Approvals, such as street improvement permits and building permits, required to start construction.

G. 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. Any such request for amendment shall be made to the Planning Director and shall be subject to the same review and approval standards as set forth in this Exhibit for the original approval. Amendments to a Development Phase Approval which include changes to the Phasing Plan shall be subject to the requirements of Section 3.2.5 and Section 3.2.6 of the Development Agreement. Changes in the type, density or intensity of vertical development (residential or commercial) that is identified in a Development Phase Application as "anticipated" or "proposed" will not necessarily require an amendment to a Development Phase

Approval, so long as the Development Phase remains in compliance with this Agreement, including the applicable Plan Documents and Approvals, and the revisions to the vertical development would result in necessary changes to the provision of Public Improvements and Privately-Owned Community Improvements described in the original Development Phase Approval per the provisions of the Phasing Plan and other Plan Documents and Approvals.

H. Concurrent Development

Each Development Phase shall remain independent, in accordance with the Development Agreement, so long as the functional and operational requirements of that Development Phase can be met with the completion of any necessary Infrastructure. Developer may begin construction of a Development Phase simultaneously with another Development Phase or may begin construction of a subsequent Development Phase while components of a prior Development Phase are still in progress. Notwithstanding the above, Developer may propose interim or temporary Infrastructure improvements, and DPW, with the consent of any affected City Agency in their respective sole discretion, may allow such interim or temporary Infrastructure improvements and defer completion of required Public Improvements subject to terms and conditions that the City deems appropriate and in accordance with the Development Agreement and the applicable Public Improvement Agreement. Nothing in this paragraph shall be construed as a limitation on the discretion retained by any City Agency as set forth in the Development Agreement.

I. Contents of Development Phase Applications

The required components of each Development Phase Application are as follows:

1. Site plan and other graphics, including existing or proposed blocks, lots, streets and area, showing the area covered by the applicable Development Phase Application.

2. A narrative description of the proposed scope of development within the Development Phase, including tables indicating the estimated square footage of each land use category per block and total number of parking stalls. For any Development Phases proposed to contain office uses, such narrative shall describe any proposed request for "Prop M" office allocation (if applicable).

3. Materials sufficient to describe the Infrastructure, Privately-Owned Community Improvements and Parks and Open Space that will be provided for the Development Phase, and a description of how the Development Phase will comply with the requirements of the Phasing Plan to provide these Associated Community Benefits consistent with the Phasing Plan. The level of detail will be commensurate with the detail set forth in the Infrastructure Plan and the Design for Development. The materials will also include an itemized description of the status of Public Improvements and Privately-Owned Community Improvements in prior Development Phase Approvals.

4. If the Development Phase includes residential use, the Development Phase Application will also include:

   a. Developer's estimate of the total number of residential units, the number and location of affordable housing units and AMI levels, and affordable housing credits to be provided in the Development Phase through in-lieu fees, inclusionary units or land dedications, as set forth in the Housing Plan.

   b. The anticipated number and location of market rate residential parcel pads to be prepared, with the estimated number of residential units on each.

   c. A cumulative tally of all market rate and affordable units, including condominium units and non-subdivided units, subject to approved or pending final subdivision map(s).

5. A table or matrix showing applicable Mitigation Measures associated with the applicable Development Phase.

6. The following Infrastructure improvement details:

   a. Plans showing the Infrastructure to be provided for the Development Phase (including any new streets to be dedicated) at a level of detail sufficient to determine consistency of the Development Phase with the Phasing Plan.

   b. Plan showing location of the Development Phase in relation to the rest of the Project Site, with street access and circulation for existing residents.

7. Narrative or schedule of anticipated order of horizontal construction within the Development Phase, by element (i.e., Infrastructure, Privately-Owned Community Improvements and Parks and Open Spaces).

8. A narrative describing the Project's compliance with the sustainability controls in the Design for Development.

9. List of any requested modifications to this Agreement, including the Phasing Plan, the Design for Development or other Plan Documents.

10. For illustrative purposes only, a summary table materially in the form shown below, listing the permitted and anticipated, and if known, type, density and intensity of, vertical development by parcel within the Development Phase.

Sample Summary Table

Blocks in the Design Guide-lines	**Height/Bulk District**	**Maximum Permitted Heights**	**Allowable Use under the SUD, and Anticipated Use if known**	**Anticipated Amount of Development**	**Type of Affordable Housing Anticipated**	**Proposed Parking & Parking Ratio, if known**
(*1, 2, 3, etc.)*			(*Affordable Housing, Market Rate Parcel, Commercial, Retail, Community, Other*)	(*Total # Housing Units, Square Footage of Retail, Commercial, Community, Other*)	(*# BMR Units, In Lieu, Land Dedication)*	(*Residential and/or Commercial*)

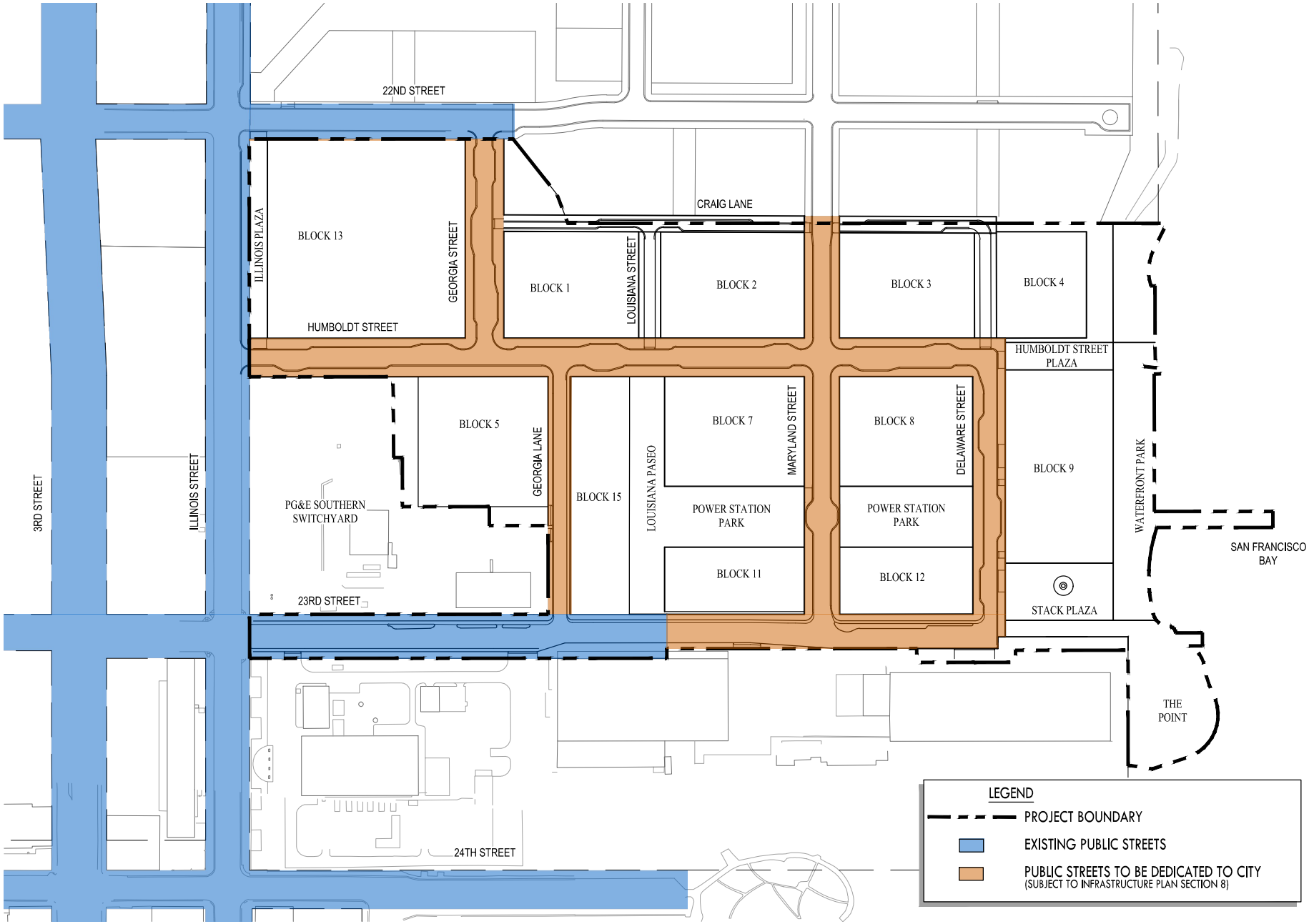
Exhibit P
Applicable Impact Fees and Exactions

Exhibit P
Applicable Impact Fees and Exactions

A. Transportation Sustainability Fee (Planning Code section 411A)

Planning Code Section 411A.7 shall govern the use of the Transportation Sustainability Fee, except as described in Exhibit I of the Development Agreement.

Exhibit Q
Map Showing Streets to be Dedicated to City



POTRERO POWER STATION
EXHIBIT Q: PUBLIC STREETS TO BE DEDICATED TO CITY

Exhibit R
Text of Chapter 56 as of the A&R Reference Date

CHAPTER 56:

DEVELOPMENT AGREEMENTS

Sec. 56.1. Findings.
Sec. 56.2. Purpose and Applicability.
Sec. 56.3. Definitions.
Sec. 56.4. Filing of Application; Forms; Initial Notice and Hearing.
Sec. 56.5. Form of Agreement.
Sec. 56.6. Signatories to the Development Agreement.
Sec. 56.7. Contents of Development Agreement.
Sec. 56.8. Notice.
Sec. 56.9. Rules Governing Conduct of Hearing.
Sec. 56.10. Development Agreement Negotiation Report and Documents.
Sec. 56.11. Collateral Agreements.
Sec. 56.12. Irregularity in Proceedings.
Sec. 56.13. Determination by Commission.
Sec. 56.14. Decision by Board of Supervisors.
Sec. 56.15. Amendment and Termination of an Executed Development Agreement by Mutual Consent.
Sec. 56.16. Recordation of Development Agreements Amendment or Termination.
Sec. 56.17. Periodic Review.
Sec. 56.18. Modification or Termination.
Sec. 56.19. Limitation on Actions.
Sec. 56.20. Fee.

SEC. 56.1. FINDINGS.

The Board of Supervisors ("Board") concurs with the State Legislature in finding that:

(a) The lack of certainty in the approval of development projects can result in a waste of resources, escalate the cost of housing and other development to the consumer, and discourage investment in and commitment to comprehensive planning and development of infrastructure and public facilities which would make maximum efficient utilization of resources at the least economic cost to the public.

(b) Assurance to the applicant/developer for a development project that upon approval of the project, the applicant/developer may proceed with the project in accordance with specified policies, rules and regulations, and subject to conditions of approval, will strengthen the public planning process, encourage private participation in comprehensive planning, and reduce the economic costs of development.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.2. PURPOSE AND APPLICABILITY.

(a) The purpose of this Chapter is to strengthen the public planning process by encouraging private participation in the achievement of comprehensive planning goals and reducing the economic costs of development. A development agreement reduces the risks associated with development, thereby enhancing the City's ability to obtain public benefits beyond those achievable through existing ordinances and regulations. To accomplish this purpose the procedures, requirements and other provisions of this Chapter are necessary to promote orderly growth and development (such as, where applicable and appropriate, provision of housing, employment and small business opportunities to all segments of the community including low income persons, minorities and women), to ensure provision for adequate public services and facilities at the least economic cost to the public, and to ensure community participation in determining an equitable distribution of the benefits and costs associated with development.

(b) Such agreements shall only be used for (1) affordable housing developments or (2) large multi-phase and/or mixed-use developments involving public improvements, services, or facilities installations, requiring several years to complete, as defined below in Section 56.3, or a housing development with a minimum of 1,000 units, as defined below in Section 56.3; or (3) rental housing developments with on-site affordable units, as defined below in Section 56.3.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 67-05, File No. 041748, App. 4/15/2005; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.3. DEFINITIONS.

The following definitions shall apply for purposes of this Chapter:

(a) "Affordable housing development" shall mean for purposes of Section 56.2(b)(1), any housing development which has a minimum of 30 percent of its units affordable to low income households, and a total of 60 percent of its units affordable to households, as defined by the U.S. Census, whose immediate household income does not exceed 120 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area, with the remaining 40 percent of its units unrestricted as to affordability. For purposes of this definition of "affordable housing development," "low income" shall mean the income of households, as defined by the U.S. Census whose immediate household income does not exceed 80 percent of the median household income for the San Francisco Primary Metropolitan Statistical Area. "Median household income" for the San Francisco Primary Metropolitan Statistical Area shall be as determined by the U.S. Department of Housing and Urban Development and adjusted according to the determination of that Department and published from time to time. In the event that such income determinations are no longer published by the Department of Housing and Urban Development, median household income shall mean the median gross yearly income of a household in the City and County of San Francisco, adjusted for household size, as published periodically by the California Department of Housing and Community Development. Such affordable housing development may include neighborhood commercial facilities which are physically and financially an integral part of the affordable housing project and which will provide services to local residents.

(b) "Applicant/Developer" shall mean a person or entity who has legal or equitable interest in the real property which is the subject of the proposed or executed development agreement for an "affordable housing development" or a "large multi-phase and/or mixed-use development," as those terms are defined herein, or such person's or entity's authorized agent or successor in interest; provided, however, that an entity which is subject to the requirements of City Planning Code Section 304.5 relating to institutional master plans does not qualify as an applicant for a development agreement.

(c) "Collateral agreement" shall mean a written contract entered into by the applicant/developer and/or governmental agencies with other entities (including, but not limited to, community coalitions) for the purpose of having said entities provide for and implement social, economic, or environmental benefits or programs; provided, however, that such term does not include agreements between the applicant/developer or governmental agencies and (1) construction contractors and subcontractors, (2) construction managers, (3) material suppliers, and (4) architects, engineers, and lawyers for customary architectural, engineering or legal services.

(d) "Commission" shall mean the Planning Commission.

(e) "Director" shall mean the Director of the Planning Department.

(f) "Housing development with a minimum of 1,000 units" shall mean a proposed residential development project which: (1) is on a site which exceeds two and one-half acres in area, (2) includes two or more buildings to be constructed on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(g) "Large multi-phase and/or mixed-use development" shall mean a proposed development project which: (1) is on a site which exceeds five acres in area, (2) includes two or more buildings to be constructed sequentially on the site, and (3) includes a proposal for constructing or participating in providing, either off-site or on-site, public improvements, facilities, or services beyond those achievable through existing ordinances and regulations.

(h) "Material modification" shall mean any proposed amendment or modification to either a proposed development agreement approved by the Commission, or a previously executed development agreement, which amendment or modification is otherwise required by the terms of the development agreement, which changes any provision thereof regarding the following: (1) duration of the agreement; (2) permitted uses of the subject property; (3) density or intensity of the permitted uses; (4) location, height or size of any structures, buildings, or major features; (5) reservation or dedication of land; (6) any conditions, terms, restrictions and requirements relating to subsequent discretionary actions as to design, improvements, construction standards and specifications; (7) any other condition or covenant relating to the financing or phasing of the development which substantially modifies the use of the property, the phasing of the development, or the consideration exchanged between the parties as recited in the proposed development agreement; (8) the type, number, affordability level, and/or tenure of any proposed affordable housing as well as any change as to performance of such public benefits, including but not limited to timing, phasing, method of performance or parties involved; or (9) any other terms or conditions of the development agreement if the development agreement provides that amendment of said specified term or condition would be a material modification.

(i) "Minor modification" shall mean any amendment or modification to the development agreement which relates to any provision not deemed to be a "material modification."

(j) "Rental housing developments with on-site affordable units" shall mean a proposed residential development project the project sponsor of which covenants to provide on-site units to satisfy the Inclusionary Affordable Housing Program, as set forth in Planning Code Sections 415—417, as an alternative to payment of the Affordable Housing Fee.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 67-05, File No. 041748, App. 4/15/2005; Ord. 312, File No. 100046, App. 12/23/2010)

SEC. 56.4. FILING OF APPLICATION; FORMS; INITIAL NOTICE AND HEARING.

(a) The Director may prescribe the form of the application for the preparation and implementation of development agreements.

(b) The applicant must list on the application the anticipated public benefits which would exceed those required by existing ordinances and regulations. The public benefits ultimately provided by an approved development agreement may differ from those initially identified by the applicant/developer. The Director may require an applicant/developer to submit such additional information and supporting data as the Director considers necessary to process the application; provided, however, that the Director shall not require the applicant/developer to submit, as part of the application, special studies or analyses which the Director would customarily obtain through the environmental review process.

(c) The Director shall endorse the application the date it is received. If the Director finds that the application is complete, the Director shall (1) accept the application for filing, (2) publish notice in the official newspaper of acceptance of said application, (3) make the application publicly available, and (4) schedule a public hearing before the Commission within 30 days following receipt of a completed application. At said public hearing, the Director shall make a recommendation with respect to the fee to be paid by the applicant/developer as set forth in Section 56.20(b).

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.5. FORM OF AGREEMENT.

A proposed development agreement, and any modifications or amendments thereto, must be approved as to form by the City Attorney prior to any action by the Director, Commission or Board of Supervisors.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.6. SIGNATORIES TO THE DEVELOPMENT AGREEMENT.

(a) **Applicant.** Only an applicant/developer, as that term is defined in Section 56.3, may file an application to enter into a development agreement.

(b) **Governmental Agencies.** In addition to the City and County of San Francisco and the applicant/developer, any federal, State or local governmental agency or body may be included as a party or signatory to any development agreement.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.7. CONTENTS OF DEVELOPMENT AGREEMENT.

(a) **Mandatory Contents.** A development agreement, by its express terms or by reference to other documents, shall specify (1) the duration of the agreement, (2), the permitted uses of the property, (3) the density or intensity of use, (4) the maximum height and size of proposed buildings, (5) the provisions for reservation or dedication of land for public purposes, (6) for any project proposing housing, the number, type, affordability and tenure of such housing, (7) the public benefits which would exceed those required by existing ordinances and regulations, and (8) nondiscrimination and affirmative action provisions as provided in subsection (c) below.

(b) **Permitted Contents.** The development agreement may (1) include conditions, terms, restrictions, and requirements for subsequent discretionary actions, (2) provide that construction shall be commenced within a specified time and that the project or any phase thereof be completed within a specified time, (3) include terms and conditions relating to applicant/developer and/or City financing or necessary public facilities and subsequent reimbursement by other private party beneficiaries, (4) require compliance with specified terms or conditions of any collateral agreements pursuant to Section 56.11, and (5) include any other terms or conditions deemed appropriate in light of the facts and circumstances.

(c) **Nondiscrimination/Affirmative Action Requirements.**

(1) **Nondiscrimination Provisions of the Development Agreement.** The development agreement shall include provisions obligating the applicant/developer not to discriminate on the grounds, or because of, race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), against any employee of, or applicant for employment with the applicant/developer or against any bidder or contractor for public works or improvements, or for a franchise, concession or lease of property, or for goods or services or supplies to be purchased by applicant/developer. The development agreement shall require that a similar provision be included in all subordinate agreements let, awarded, negotiated or

entered into by the applicant/developer for the purpose of implementing the development agreement.

(2) **Affirmative Action Program.** The development agreement shall include a detailed affirmative action and employment and training program (including without limitation, programs relating to women, minority and locally-owned business enterprises), containing goals and timetables and a program for implementation of the affirmative action program. For example, programs such as the following may be included:

(i) Apprenticeship where approved programs are functioning, and other on-the-job training for a nonapprenticeable occupation;

(ii) Classroom preparation for the job when not apprenticeable;

(iii) Preapprenticeship education and preparation;

(iv) Upgrading training and opportunities;

(v) The entry of qualified women and minority journeymen into the industry; and

(vi) Encouraging the use of contractors, subcontractors and suppliers of all ethnic groups, and encouraging the full and equitable participation of minority and women business enterprises and local businesses (as defined in Section 12D of this Code and implementing regulations) in the provision of goods and services on a contractual basis.

(3) **Reporting and Monitoring.** The development agreement shall specify a reporting and monitoring process to ensure compliance with the non-discrimination and affirmative action requirements. The reporting and monitoring process shall include, but not be limited to, requirements that:

(i) A compliance monitor who is not an agent or employee of the applicant/developer be designated to report to the Director regarding the applicant/developer's compliance with the nondiscrimination and affirmative action requirements;

(ii) The applicant/developer permit the compliance monitor or the Director or his designee reasonable access to pertinent employment and contracting records, and other pertinent data and records, as specified in the Development Agreement for the purpose of ascertaining compliance with the nondiscrimination and affirmative action provisions of the development agreement;

(iii) The applicant/developer annually file a compliance report with the compliance monitor and the Director detailing performance pursuant to its affirmative action program, and the compliance monitor annually reports its findings to the Director; such reports shall be included in and subject to the periodic review procedure set forth in Sec. 56.17.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.8. NOTICE.

The Director shall give notice of intention to consider adoption, amendment, modification, or termination of a development agreement for each public hearing required to be held by the Commission under this Chapter. The Clerk of the Board of Supervisors shall give such notice for each public hearing required to be held by the Board of Supervisors. Such notices shall be in addition to any other notice as may be required by law for other actions to be considered concurrently with the development agreement.

(a) **Form of Notice.**

(1) The time and place of the hearing;

(2) A general summary of the terms of the proposed development agreement or amendment to be considered, including a general description of the area affected, and the public benefits to be provided; and

(3) Other information which the Director, or Clerk of the Board of Supervisors, considers necessary or desirable.

(b) **Time and Manner of Notice.**

(1) **Publication and Mailing.** Notice of hearing shall be provided in the same manner as that required in City Planning Code Section 306.3 for amendments to that Code which would reclassify land; where mailed notice is otherwise required by law for other actions to be considered concurrently with the development agreement, notice of a public hearing before the Commission on the development agreement shall be included on the next Commission calendar to be mailed following the date of publication of notice in the official newspaper.

(2) **Notice to Local Agencies.** Notice of the hearing shall also be mailed at least 10 days prior to the hearing to any local public agency expected to provide water, transit, sewage, streets, schools, or other essential facilities or services to the project, whose ability to provide those facilities and services may be significantly affected by the development agreement.

(c) **Failure to Receive Notice.** The failure of any person to receive notice required by law does not affect the authority of the City and County of San Francisco to enter into a development agreement.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.9. RULES GOVERNING CONDUCT OF HEARING.

The Commission's public hearing on the proposed development agreement shall be conducted in accordance with the procedure for the conduct of reclassification hearings as provided in Subsections (b) and (c) of Section 306.4 of the City Planning Code. Such public hearing on the proposed development agreement shall be held prior to or concurrently with the public hearing for consideration of any other Commission action deemed necessary to the approval or implementation of the proposed development agreement, unless the Commission determines, after a duly noticed public hearing pursuant to Section 56.8, that proceeding in a different manner would further the public interest; provided, however, that any required action under the California Environmental Quality Act shall not be affected by this Section.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.10. DEVELOPMENT AGREEMENT NEGOTIATION REPORT AND DOCUMENTS.

(a) **Report.** The Director shall prepare a report on development agreement negotiations between the applicant and the City and County of San Francisco (City), which report shall be distributed to the Commission and Board of Supervisors, and shall be available for public review 20 days prior to the first public hearing on the proposed development agreement. Said report shall include, for each negotiation session between the applicant and the City: (1) an attendance list; (2) a summary of the topics discussed; and (3) a notation as to any terms and conditions of the development agreement agreed upon between the applicant and the City.

(b) **Documents.** The Director shall (1) maintain a file containing documents exchanged between the applicant/developer and the City's executive offices and departments; and (2) endeavor to obtain copies and maintain a list of all correspondence which executive offices and departments received from and sent to the public relating to the development agreement. The Director shall make said documents and the correspondence list available for public review 20 days prior to the first public hearing on the proposed development agreement.

(c) **Update of Report, Documents, and Correspondence List.** The Director shall update the negotiation session report and the correspondence list, and continue to maintain a file of documents exchanged between the applicant/developer and the City until a development agreement is finally approved. The Director shall make the updated report, correspondence list, and documents available to the public at least five working days before each public hearing on the proposed development agreement.

(d) **Remedies.** No action, inaction or recommendation regarding the proposed development agreement shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") which may occur with respect to City compliance with this Section 56.10. This section is not intended to affect rights and remedies with respect to public records otherwise provided by law.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.11. COLLATERAL AGREEMENTS.

(a) **Filing.** In order to qualify for consideration under the provisions of this section, the party to the collateral agreement seeking such consideration must: (1) submit a copy of the executed collateral agreement to the Director, (2) identify the specific terms and conditions of said collateral agreement which said party believes are necessary to achieve the public purposes sought to be achieved by the City and County through the development agreement process, and (3) provide contemporaneous notice to any other party or parties to the collateral agreement or the development agreement that a request for consideration pursuant to this section was filed. The Director shall forward copies of all collateral agreements received to the City Attorney's Office for review.

(b) **Recommendation of the Director Prior to the First Public Hearing on the Proposed Development Agreement.**

(1) The Director is obligated to consider and make a recommendation only as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received by the Director within seven days after the date of publication of notice of the first hearing on the proposed development agreement. The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11(d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. If the Director finds that applicant compliance with certain specified terms or conditions of said collateral agreements is necessary to achieve the public purposes sought by the City through the development agreement process, then the Director shall recommend that such terms or conditions be incorporated into the proposed development agreement. If the Director recommends incorporation into the development agreement of any terms or conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or proposed development agreement objects, and the basis for that objection.

(3) The provisions of this section are not intended to limit the power of the Commission or the Board to amend the proposed

development agreement to incorporate terms or conditions of collateral agreements.

(c) **Annual Recommendation of the Director.** After execution of a development agreement,

(1) The Director shall consider and make a recommendation as to those collateral agreements which satisfy the provisions of Section 56.11(a) above, and which are received 30 days prior to the date scheduled for periodic review, as determined pursuant to Section 56.17(a). The Director shall consider those collateral agreements which are on the list provided pursuant to Section 56.11 (d) below.

(2) With respect to collateral agreements received pursuant to the provisions set forth above, the Director shall prepare a report to the Commission on said collateral agreements. The Director shall also consult with the applicant/developer concerning said collateral agreements. If the Director finds that applicant/developer compliance with certain specified terms or conditions of said collateral agreements would substantially further attainment of the public purposes which were recited as inducement for entering into the development agreement, then the Director shall recommend that the Commission propose an amendment to the development agreement to incorporate said terms and conditions. If the Director recommends proposal of an amendment to incorporate into the development agreement specified terms or conditions of any collateral agreements, then the Director's report shall also note whether the other party or parties to the collateral agreement or development agreement objects, and the basis for that objection.

(d) **Applicant/Developer Disclosure of Collateral Agreements.**

(1) At least 21 days prior to the first hearing on the proposed development agreement, the applicant/developer shall provide the Director, for the Director's consideration, a list of all collateral agreements as defined in Section 56.3(c) that have been entered into by the applicant/developer.

(2) At least 30 days prior to the date scheduled for periodic review pursuant to Section 56.17(a), the applicant/developer shall provide the Director, for the Director's consideration, an update to the list prepared pursuant to Subsection (d)(1) above, or any previous list prepared pursuant to this Subsection (d)(2), as applicable, identifying all such collateral agreements entered into subsequent to the date of the first list, or subsequent updates, as appropriate.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.12. IRREGULARITY IN PROCEEDINGS.

No action, inaction or recommendation regarding the proposed development agreement or any proposed amendment shall be held void or invalid or be set aside by a court by reason of any error, irregularity, informality, neglect or omission ("error") as to any matter pertaining to the application, notice, finding, record, hearing, report, summary, recommendation, or any matters of procedure whatever unless after an examination of the entire record, the court is of the opinion that the error complained of was prejudicial and that by reason of the error the complaining party sustained and suffered substantial injury, and that a different result would have been probable if the error had not occurred or existed. There is no presumption that error is prejudicial or that injury resulted if error is shown.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.13. DETERMINATION BY COMMISSION.

(a) **Public Hearing.** The Commission shall hold a public hearing to consider and act on a proposed development agreement after providing notice as required under Section 56.8.

(b) **Recommendations to Board of Supervisors.** Following the public hearing, the Commission may approve or disapprove the proposed development agreement, or may modify the proposed development agreement as it determines appropriate. The Commission shall make its final recommendation to the Board of Supervisors which shall include the Commission's determination of whether the development agreement proposed is consistent with the objectives, policies, general land uses and programs specified in the general plan and any applicable area or specific plan, and the priority policies enumerated in City Planning Code Section 101.1. The decision of the Commission shall be rendered within 90 days from the date of conclusion of the hearing; failure of the Commission to act within the prescribed time shall be deemed to constitute disapproval.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.14. DECISION BY BOARD OF SUPERVISORS.

(a) **Action by Board of Supervisors.** The Board of Supervisors shall hold a public hearing on the proposed development agreement approved by the Commission. After the Board of Supervisors completes its public hearing, it may approve or disapprove the proposed

development agreement recommended by the Commission. If the Commission disapproves the proposed development agreement, that decision shall be final unless the applicant/developer appeals the Commission's determination to the Board of Supervisors. The applicant/developer may appeal by filing a letter with the Clerk of the Board of Supervisors within 10 days following the Com-mission's disapproval of the proposed development agreement. The procedures for the Board's hearing and decision shall be the same as those set forth in City Planning Code Sections 308.1(c) and 308.1(d) with respect to an appeal of a Commission disapproval of a City Planning Code amendment initiated by application of one or more interested property owners.

(b) **Material Modification of the Commission's Recommended Development Agreement.** The Board of Supervisors may adopt a motion proposing a material modification to a development agreement recommended by the Commission, as defined in Section 56.3 herein. In such event, the material modification must be referred back to the Commission for report and recommendation pursuant to the provisions of Subdivision (c) below. However, if the Commission previously considered and specifically rejected the proposed material modification, then such modification need not be referred back to the Commission. The Board of Supervisors may adopt any minor modification to the proposed development agreement recommended by the Commission which it determines appropriate without referring the proposal back to the Commission.

(c) **Consideration of Material Modification By the Commission.** The Commission shall hold a public hearing and render a decision on any proposed material modification forwarded to the Commission by motion of the Board within 90 days from the date of referral of the proposed modification by the Board to the Commission; provided, however, if the Commission has not acted upon and returned the proposed material modification within such 90 day period, the proposal shall be deemed disapproved by the Commission unless the Board, by resolution, extends the prescribed time within which the Commission is to render its decision.

(d) **Effect of Commission Action on Proposed Material Modification.** The Board of Supervisors shall hold public hearing to consider the Commission's action on the proposed material modification. If the Commission approves the Board's proposed material modification, the Board may adopt the modification to the agreement by majority vote. If the Commission disapproves the Board's proposed material modification, or has previously specifically rejected the proposed material modification, then the Board may adopt the material modification to the development agreement by a majority vote, unless said modification would reclassify property or would establish, abolish, or modify a setback line, in which case the modification may be adopted by the Board only by a vote of not less than of all of the members of said Board.

(e) **Consistency With General and Specific Plans.** The Board of Supervisors may not approve the development agreement unless it receives the Commission's determination that the agreement is consistent with the Master Plan, any applicable area or specific plan and the Priority Policies enumerated in City Planning Section 101.1.

(f) **Approval of Development Agreement.** If the Board of Supervisors approves the development agreement, it shall do so by the adoption of an ordinance. The Board of Supervisors may not vote on the development agreement ordinance on second reading unless the final version of the development agreement ordinance is available for public review at least two working days prior to the second reading. The development agreement shall take effect upon its execution by all parties following the effective date of the ordinance.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.15. AMENDMENT AND TERMINATION OF AN EXECUTED DEVELOPMENT AGREEMENT BY MUTUAL CONSENT.

(a) The development agreement may further define the extent to which changes in the project will require an amendment to the development agreement.

(b) Either the applicant/developer or the City and County may propose an amendment to, or cancellation in whole or in part of, any development agreement. Any amendment or cancellation shall be by mutual consent of the parties, except as otherwise provided in the development agreement or in Section 56.16.

(c) The procedure for proposing and adopting an amendment which constitutes (1) a material modification, (2) the termination in whole or in part of the development agreement, or (3) a minor modification which the Commission or Board has requested to review pursuant to subsection (d) below, shall be the same as the procedure for entering into an agreement in the first instance, including, but not limited to, the procedures described in Section 56.4, above.

(d) Any proposed amendment or modification to the development agreement which would constitute a minor modification shall not require a noticed public hearing before the parties may execute an amendment to the agreement. The Director may commit to a minor modification on behalf of the City if the following conditions are satisfied:

(1) The Director has reached agreement with the other party or parties to the development agreement regarding the modification;

(2) The Director has: (i) notified the Commission and the Board; (ii) caused notice of the amendment to be published in the official newspaper and included on the Commission calendar; (iii) caused notice to be mailed to the parties to a collateral agreement if specific terms or conditions of said collateral agreement were incorporated into the development agreement and said terms or conditions would be modified by said minor modification; and (iv) caused notice to be mailed to persons who request to be so notified; and

(3) No member of either the Board or Commission has requested an opportunity to review and consider the minor modification within 14 days following receipt of the Director's notice. Upon expiration of the 14-day period, in the event that neither entity requests a hearing, the decision of the Director shall be final.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

SEC. 56.16. RECORDATION OF DEVELOPMENT AGREEMENTS AMENDMENT OR TERMINATION.

(a) Within 10 days after the execution of the development agreement, or any amendments thereto, the Clerk of the Board of Supervisors shall have the agreement recorded with the County Recorder.

(b) If the parties to the agreement or their successors in interest amend or terminate the agreement as provided herein, or if the Board of Supervisors terminates or modifies the agreement as provided herein for failure of the applicant/developer to comply in good faith with the terms or conditions of the agreement, the Clerk of the Board of Supervisors shall have notice of such action recorded with the County Recorder.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91)

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.

(Added by Ord. 372-88, App. 8/10/88; amended by Ord. 59-91, App. 2/27/91; Ord. 287-96, App. 7/12/96)

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.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.19. LIMITATION ON ACTIONS.

(a) Any decision of the Board pursuant to this Chapter 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 90 days after (1) the date such decision or determination is final, or (2) when acting by ordinance, after the ordinance is signed by the Mayor, or is otherwise finally approved.

(b) Any court action or proceeding to attack, review, set aside, void or annul any final decision or determination by (1) the Director pursuant to Section 56.15(d)(iii), or (2) the Commission pursuant to Section 56.17(e) shall be commenced within 90 days after said decision is final.

(Added by Ord. 372-88, App. 8/10/88)

SEC. 56.20. FEE.

In order to defray the cost to the City and County of San Francisco of preparing, adopting, and amending a development agreement, a fee shall be charged and collected in accord with the procedures described below:

(a) **Cost Estimate and Application Report.** The reasonable costs to the various departments of the City and County of San Francisco including, but not limited to, the Planning Department, the Department of Public Works, the Mayor's Office of Housing, the Real Estate Department and the City Attorney's Office for staff time, necessary consultant services and associated costs of materials and administration will vary according to the size and complexity of the project. Accordingly, upon receipt of an application for a development agreement, the Planning Department, after consultation with the applicant/developer, any other parties identified in the application as parties to the proposed development agreement, and the affected City and County departments, shall prepare an estimated budget of the reasonable costs to be incurred by the City and County (1) in the preparation and adoption of the proposed development agreement, and (2) in the preparation of related documents where the costs incurred are not fully funded through other City fees or funds; provided, however, that if the projected time schedule exceeds one year, then the estimated budget shall be prepared for the initial 12-month period only, and the estimated budgets for any subsequent 12-month time periods shall be prepared prior to the end of the prior 12-month period.

The Director shall also prepare a report for the Commission and Board describing the application, the anticipated public benefits listed in the application pursuant to Section 56.4(b), and the projected time schedule for development agreement negotiations.

(b) **Commission and Board of Supervisors Consideration.** The Commission shall recommend to the Board of Supervisors that a fee be imposed of a specified amount after reviewing the cost estimate prepared by the Director and conducting a public hearing pursuant to Section 56.4(c). If the Board of Supervisors approves the fee amount by resolution, the fee shall be paid within 30 days after the effective date of the resolution. The fee shall be paid in a single installment or, at the discretion of the Director, in four equal installments, payable periodically over the estimated time frame for which the estimated budget has been prepared, with the first installment due within 30 days after the effective date of the fee resolution.

(c) **Deposit.** The applicant/developer may prepay up to 50 percent of the amount of the fee (as calculated in the Director's estimated budget) into a Development Agreement Fund established for that purpose to enable the affected City Departments and agencies to begin

work on the application. Such funds shall be deemed appropriated for the purposes identified in the cost estimate, and shall be credited against the final fee amount specified in the fee resolution if such resolution is ultimately adopted by the Board of Supervisors. If the Board fails to adopt such fee resolution, then the Controller shall return any prepaid funds remaining unexpended or unobligated to the applicant/developer. If the Board approves a fee amount which is less than the amount which the applicant/developer prepaid, then the Controller shall return that portion of the difference between the fee amount and the prepaid funds which remains unexpended or unobligated to the applicant/developer.

(d) **Development Agreement Fund.** There is hereby created a Development Agreement Fund wherein all funds received under the provisions of this section shall be deposited. All expenditures from the Fund shall be for purposes of reviewing the application for, or proposed material modification to, a development agreement and preparing the documents necessary to the approval of the development agreement, or a material modification thereto. Up to 50 percent of the annual cost estimate is hereby deemed appropriated for such purposes if the applicant/developer chooses to prepay such amount pursuant to Subsection (c) above. All other funds are subject to the budget and fiscal powers of the Board of Supervisors. Interest earned on such amounts deposited in said Fund shall accrue to the Fund for the purposes set forth herein. Upon the execution of a development agreement, or withdrawal by an applicant/developer of its application, any unexpended or unobligated portion of the fee paid by the applicant/developer shall be returned to the applicant/developer.

(e) **Waiver for Affordable Housing.** The Board of Supervisors may, by resolution, waive all or a portion of the fee required pursuant to this section for affordable housing developments, as that term is defined in Section 56.3, only if it finds that such waiver is necessary to achieve such affordable housing development.

(f) **Other Fees.** Payment of fees charged under this section does not waive the fee requirements of other ordinances. The fee provisions set forth herein are not intended to address fees or funding for parties to collateral agreements.

(g) **Not Applicable to Rental Housing With On-Site Affordable Housing Units.** The hearings and fee required pursuant to this section shall not apply to development agreements entered into with project sponsors of rental housing developments with on-site affordable housing units as that term is defined in Section 56.3(j) if the provision of on-site affordable housing units is the primary purpose of the Development Agreement.

(Added by Ord. 372-88, App. 8/10/88; Ord. 312, File No. 100046, App. 12/23/2010)

Exhibit S
Form of Grant Deed

EXHIBIT S

Form of Grant Deed

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: Real Estate Division City and County of San Francisco 25 Van Ness Avenue, Suite 400 San Francisco, California 94102 Attn: Director of Property	
APN(s): [_____]	SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned Grantor declares:

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11922 and S.F. Bus. & Tax Reg. Code § 1105)

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, [NAME OF DEVELOPER], a [_____] ("**Grantor**"), hereby grants to the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof (the "**Land**"), together with any and all buildings, improvements and fixtures located thereon and any and all rights, privileges and easements appurtenant to the Land, including any and all minerals, oil, gas and other hydrocarbon substances on or under the Land, any and all development rights, air rights, water, water rights, riparian rights and water stock appurtenant to the Land, any and all easements, rights-of-way or other appurtenances used in connection with the beneficial use and enjoyment of the Land as described in Exhibit A (collectively, the "**Property**")[, excepting from the Land and the Property:

A. INSERT RESERVED EASEMENTS CONSISTENT WITH DDA, E.G. TELECOMMUNICATIONS OR OTHER FACILITIES.]

The Property is conveyed subject to:

1. General and special real property taxes and assessments and supplemental assessments, if any, and proceedings or notices by a public agency that may result in taxes or assessments;
2. any encroachments, encumbrance, violation, variation, facts, rights, interests, or claims that are not of record but that could be ascertained by an inspection of the Property or disclosed by an accurate and complete survey of the Property, or that may be asserted by any persons in possession of the Property; and

3. all other covenants, conditions, restrictions, reservations, rights, rights-of-way, dedications, offers of dedication and easements of record or apparent.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Grant Deed has been executed by Grantor and is effective as of [_____, 20__].

GRANTOR:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
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 _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

CERTIFICATE OF ACCEPTANCE

This is to certify that the Property as defined in and conveyed by the Grant Deed from [NAME OF DEVELOPER], a [_____], to the City and County of San Francisco, a municipal corporation ("**Grantee**"), dated as of [_____ __, 20__] (the "**Grant Deed**"), is hereby accepted by Grantee by order of its Board of Supervisors' Resolution No. 18110, adopted on August 5, 1957 and approved by the Mayor on August 10, 1957, and Grantee hereby consents to recordation of the Grant Deed.

Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

Exhibit T
Form of Quitclaim Deed

EXHIBIT T

FORM OF QUITCLAIM DEED

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[DEVELOPER:

_____
_____
_____
Attn: _____]

MAIL TAX STATEMENTS TO:

[DEVELOPER DESIGNEE:

_____
_____
_____
Attn: _____]

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

The undersigned City declares:

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) and Documentary Transfer Tax (CA Rev. & Tax Code § 11911) since the consideration for this instrument is less than $100.00

QUITCLAIM DEED

FOR VALUABLE CONSIDERATION, receipt and adequacy of which are hereby acknowledged, the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), pursuant to [Ordinance No. _____, adopted by its Board of Supervisors on _____, 20__ and approved by the Mayor on _____, 20__], hereby RELEASES, REMISES AND QUITCLAIMS to [NAME OF DEVELOPER], a [_____], any and all right, title and interest the City may have in and to the real property located in the City and County of San Francisco, State of California, described on Exhibit A attached hereto and made a part hereof.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Quitclaim Deed has been executed by the City and is effective as of [_____, 20__].

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: Director of Property

Board of Supervisors Ordinance No. _____

APPROVED AS TO FORM:

_____
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

[If required: DESCRIPTION
CHECKED/APPROVED:

By: _____
Name: _____
Title: City Engineer]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
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 _____ **(Seal)**

EXHIBIT A

LEGAL DESCRIPTION

[To be inserted.]

Exhibit U
Form of Notice of Termination

EXHIBIT U

Form of Notice of Termination

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[DEVELOPER:

_____
_____
_____
Attn: _____]

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF TERMINATION

This NOTICE OF TERMINATION (this "**Notice of Termination**") is made and entered into as of [INSERT DATE THAT TERMINATION OCCURRED] _____ __, 20__ (the "**Effective Date**") by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department, and [NAME OF DEVELOPER], a [_____] ("**Developer**").

RECITALS

A. Reference is hereby made to that certain Amended and Restated Development Agreement between the City and Developer, dated as of _____ __, 2026 and recorded in the Official Records on _____ __, 2026 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. As of the Effective Date, the Agreement terminated in accordance with its terms [in its entirety] [with respect to the portion of the Project Site described on Exhibit A attached hereto (the "**Property**")].

C. Pursuant to section 7.1 of the Agreement, the City and Developer desire to memorialize in the Official Records that as of the Effective Date the Agreement terminated in accordance with its terms [in its entirety] [with respect to the Property].

NOW, THEREFORE, the City and Developer do hereby acknowledge and agree that as of the Effective Date the Agreement terminated in accordance with its terms [in its entirety] [with respect to the Property]. Except as expressly provided herein, nothing contained in this Notice of

Termination shall modify the Agreement, including any provisions that survive termination of the Agreement. This Notice of Termination 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.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice of Termination has been executed by the City and Developer as of the Effective Date.

DEVELOPER:

[_____],
a [_____]

By: _____
Name: _____
Title: _____

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
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 _____ **(Seal)**

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
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 _____ **(Seal)**

EXHIBIT A

PROPERTY

[To be provided if applicable]

Exhibit V
Form of Notice of Completion

EXHIBIT V

Form of Notice of Completion

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

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

[DEVELOPER:

_____
_____
_____
Attn: _____]

APN(s): [_____] SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

This NOTICE OF COMPLETION (this "**Notice of Completion**") is given as of [INSERT DATE THAT COMPLETION DEEMED TO HAVE OCCURRED] _____ __, 20__ (the "**Effective Date**") by the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "**City**"), acting by and through its Planning Department.

RECITALS

A. Reference is hereby made to that certain Amended and Restated Development Agreement between the City and [NAME OF DEVELOPER], a [_____] ("**Developer**"), dated as of _____ __, 2026 and recorded in the Official Records on _____ __, 2026 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively, the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

B. As of the Effective Date, [the Development Phase(s) described on Exhibit A attached hereto (collectively, the "**Completed Phases**")] [the Buildings, Infrastructure, Parks and Open Spaces, Privately-Owned Community Improvements and/or Public Improvements described on Exhibit A attached hereto (collectively, the "**Completed Improvements**")] and all of the Associated Community Benefits tied thereto have been Completed in accordance with the Agreement.

C. Pursuant to section 7.1 of the Agreement, Developer has requested that the City execute, deliver and record in the Official Records this Notice of Completion, and the City desires to fulfill its obligation under the Agreement to do so.

NOW, THEREFORE, the City does hereby acknowledge and agree that as of the Effective Date the Completed [Phases] [Improvements] and all of the Associated Community Benefits tied thereto have been Completed in accordance with the Agreement. All Persons with an interest in the Completed [Phases] [Improvements] or the underlying real property have the right to rely on this Notice of Completion.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, this Notice of Completion has been executed by the City as of the Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:

_____
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of _____)

On_____, 20 __ before me, _____
(insert name and title of the officer)
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 _____ **(Seal)**

EXHIBIT A

COMPLETED [PHASES] [IMPROVEMENTS]

Exhibit W
Form of Permit to Enter

EXHIBIT W

Form of Permit to Enter

PERMIT TO ENTER

This PERMIT TO ENTER (this "**Permit**") is made and entered into as of _____ __, 20__ (the "**Effective Date**") by and between **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the "**City**"), and _____, a _____ ("**Permittee**"). The City and Permittee are also sometimes referred to individually as a "**Party**" and together as the "**Parties**".

RECITALS

A. The City and Permittee are party to that certain Amended and Restated Development Agreement, dated as of _____ __, 2026 and recorded in the Official Records on _____ __, 2026 as Document No. _____ [DESCRIBE ANY AMENDMENTS] (collectively and as may be further amended from time to time, the "**Development Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Development Agreement.

B. Pursuant to section 7.3 of the Development Agreement, the City is required to grant to Developer permits to enter City-owned property, as more particularly described therein.

C. Permittee is "Developer" under the Development Agreement with respect to the Project Site or a portion thereof.

D. The City owns real property located at _____ in San Francisco, California, as more particularly described on Exhibit A attached hereto (the "**Permit Area**"), and Permittee desires to enter the Permit Area in order to undertake activities associated with the development of the Project.

E. In accordance with the terms of the Development Agreement, the City and Permittee desire to enter into this Permit in order for the City to grant to Permittee a non-exclusive permit to enter upon the Permit Area upon the terms, covenants, and conditions in this Permit.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Permittee hereby agree as follows:

1. Permit Area: The City hereby grants to Permittee and its representatives, agents, contractors, consultants, subcontractors, affiliates, joint venture partners and their respective agents and employees (collectively, its "**Representatives**") a non-exclusive

permit to enter upon the Permit Area to undertake the Interim Use (as defined below). This Permit is non-exclusive and is subject to the rights of ingress and egress by the City and other Persons that are authorized to access portions of the Permit Area.

2. Interim Use: The Permittee and its Representatives may use the Permit Area to _____ *[describe permitted activities]* (collectively, the "**Interim Use**"), together with any and all additional uses as may be reasonably necessary or desirable for the development of the Project and are approved in writing by City, which such uses shall also be deemed an Interim Use hereunder. No uses other than the Interim Use are authorized by this Permit.

3. Time of Entry: Entry under this Permit may commence on _____ __, 20__ at 8:00 a.m. This Permit and Permittee's rights under this Permit shall terminate on _____ __, 20__ at 5:00 p.m., unless earlier terminated in accordance with this Permit or extended by the written approval of the [Director of Property/General Manager [**NB: as applicable per City Agency with jurisdiction over subject land]]**. Permittee may terminate this Permit upon notice thereof to the City for any reason or for no reason. This Permit shall terminate automatically upon the termination of the Development Agreement in its entirety or with respect to Permittee. During the term of this Permit, the City shall not grant to any Person any rights to access or use any portion of the Permit Area to the extent that such access or use could materially and adversely affect the development of the Project, without the approval of Permittee, unless required by Law.

4. Indemnification:

a. General Indemnification: Pursuant to section 4.7 of the Development Agreement, Permittee has agreed to Indemnify the City and the other City Parties against certain Losses. Such Indemnifications shall extend and apply to all Losses arising out of or resulting from the acts or omissions of Permittee and its Representatives in entering upon or performing activities upon the Permit Area under this Permit, subject to the terms and conditions of such Indemnifications set forth in the Development Agreement. For purposes of the foregoing, all Representatives shall be deemed to be Persons for whom Permittee is responsible under this Section 4(a) (as contemplated by section 4.7 of the Development Agreement). Permittee may seek separate Indemnification from any Representative, as it deems necessary; however, the existence or absence of any such Indemnification shall not affect or limit Permittee's Indemnification of the City Parties as set forth above. All Indemnifications herein shall survive the completion or other termination of this Permit, subject to the terms and conditions therefor set forth in the Development Agreement. The Indemnities herein shall in no way be limited by the insurance requirements contained in this Permit, or in any other document or agreement between the Parties. The Indemnities herein shall not limit or replace any applicable Indemnification under any other agreement between the Parties.

b. No Mechanics' Liens: Permittee shall not permit any mechanics' or other liens to be levied against the Permit Area for any labor or

material furnished to Permittee or claimed to have been furnished to Permittee or to its Representatives in connection with the Interim Use. If any claim of lien is filed against the Permit Area or a stop notice is served on any person in connection with the Permitted Use, then Permittee shall, within thirty (30) days after such filing or service, either pay and fully discharge the lien or stop notice, effect the release of such lien or stop notice, deliver to the City a surety bond in sufficient form and amount, or provide the City with other assurance satisfactory to the City, that the claim of lien or stop notice will be paid or discharged and diligently prosecute such payment or discharge to completion so as to have the lien released.

5. Hazardous Material Acknowledgement and Indemnification:

a. Hazardous Material Acknowledgement: Permittee recognizes that, in entering upon the Permit Area and performing the Interim Use under this Permit, its Representatives may be working with or be exposed to substances or conditions that are toxic or otherwise hazardous. Permittee acknowledges that the City is relying on the Permittee to identify and evaluate the potential risks involved and to take all appropriate precautions to avoid risks to its Representatives. Permittee agrees that it is assuming full responsibility for ascertaining the existence of all risks, evaluating their significance, implementing appropriate safety precautions for its Representatives and making the decision on how (and whether) to enter upon the Permit Area and carry out the Interim Use, with due regard to the risks and appropriate safety precautions.

b. Proper Disposal of Hazardous Materials: Permittee assumes sole responsibility for managing, removing, and properly disposing of any waste produced during or in connection with Permittee's entry and/or Interim Use of the Permit Area, including preparing and executing any manifest or other documentation required for or associated with the removal, transportation, and disposal of hazardous substances to the extent required in connection with the Permittee's activities.

c. Toxics Indemnification: Permittee shall Indemnify the City and the other City Parties from and against any and all Losses arising or resulting directly or indirectly from any third party claim against any City Party arising from any release or threatened release of a hazardous substance, pollutant, or contaminant, or any condition of pollution or contamination, or nuisance in the Permit Area or in ground or surface waters associated with and in the vicinity of the Permit Area to the extent that the release or threatened release, or condition is directly created or aggravated by the Interim Use undertaken by Permittee under this Permit or by any breach of or failure to duly perform or observe any term, covenant, or agreement in this Permit to be performed or observed by the Permittee, including any violation of any Environmental Law (as defined in Section 6(e) below); provided, however, that Permittee shall have no liability for, nor any obligation to Indemnify any Person from or against any Losses (i) to the extent void or otherwise unenforceable

under Law or such Loss is caused, contributed to or exacerbated by the negligence or willful misconduct of any of the City Parties, breach of this Permit or the Development Agreement by the City or breach of any agreement in connection herewith by any of the City Parties, or (ii) resulting from the mere discovery or disclosure of any pre-existing condition on or in the vicinity of the Permit Area; and provided further that Permittee shall be held to a standard of care no higher than the standard of care applicable to environmental and geotechnical professionals in San Francisco.

d. Hazardous Substances: For purposes of this Permit, the term "**Hazardous Substance**" has the meaning set forth in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. Section 9601(14), and also includes petroleum, (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("**PCBs**" or "**PCB**"), PCB-containing materials, all hazardous substances identified at California Health & Safety Code Sections 25316 and 25281(h), all chemicals listed under California Health & Safety Code Section 25249.8, and any substance deemed a hazardous substance, hazardous material, hazardous waste, pollutant, or contaminant under applicable state or local law.

e. Environmental Laws: For purposes of this Permit, the term "**Environmental Laws**" includes all federal, state, and local laws, regulations, ordinances, and judicial and administrative directives, orders and decrees dealing with or pertaining to solid or hazardous waste, wastewater discharges, drinking water, air emissions, Hazardous Substance releases or reporting requirements, Hazardous Substance use or storage, and employee and community right-to-know requirements, related to the Interim Use.

f. Release: For purposes of this Permit, the term "**Release**" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other closed receptacles containing any Hazardous Substance or pollutant or contaminant).

g. Soils Investigation: If the Interim Use includes any soils investigations, then Permittee agrees as follows:

(i) If any soils investigation permitted under this Permit involves drilling holes with a diameter that could create a safety hazard for persons, the holes during any drilling operations must be carefully safeguarded and be refilled on the completion of the drilling operations (and compacted to the extent necessary) to the level of the original surface penetrated by the drilling.

(ii) The City has no responsibility or liability of any kind or character with respect to any utilities that may be located in or on the Permit Area. Permittee has the sole

responsibility to locate the same and to protect them from damage. Permittee shall be solely responsible for any damage to utilities or damage resulting from any damaged utilities. Before the start of the Interim Use, the Permittee is advised to contact Underground Services Alert for assistance in locating existing utilities at (800) 642-2444. Any utility conduit or pipe encountered in excavations not identified by Underground Services Alert must be brought to the attention of the City immediately.

(iii) All soils test data and resulting reports obtained from these activities must be provided to the City upon request and the City may use the data for whatever purposes it deems appropriate, including making it available to other Persons for use in connection with any development; provided, however, that such data and reports shall be provided on an "AS IS" condition and basis "WITH ALL FAULTS", without representation, warranty or liability to the City or any other Person. The data, reports, and City use shall be without any charge to the City.

(iv) Any hole drilled, if not refilled and compacted at the end of each day's operation, and the drilling work area and any equipment left on the Permit Area must be carefully safeguarded and secured after the completion of each day's work.

6. Insurance: Permittee shall procure and maintain coverage for the term of this Permit, including any extensions, insurance against claims for injuries to persons or damages to property that may arise from or in connection with performance of Interim Use by the Permittee or its Representatives. The cost of the insurance shall be borne by the Permittee.

a. Required Coverages: Permittee shall procure and maintain throughout the term of this Permit and pay the cost thereof the following insurance:

(i) If Permittee has employees, Worker's Compensation Insurance in statutory amounts, with Employers' Liability Coverage with limits of not less than $1,000,000 for each accident and occurrence; and

(ii) Comprehensive or Commercial General Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for Contractual Liability, Host Liquor Liability, Personal Injury, Advertising Liability, Independent Contractors, Explosion, Collapse and Underground (XCU), Broad Form Property Damage; and

(iii) Comprehensive or Business Automobile Liability Insurance with limits not less than $1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, if applicable, which insurance is required if any automobiles or any other motor vehicles are operated in connection with Permittee's activity on, in, and around the Permit Area; and

(iv) Any other insurance as required by Law.

b. Claims Made Policy: If any of the required insurance is provided under a claims-made form, Permittee shall maintain that coverage

continuously throughout the term of this Permit and, without lapse, for two (2) years beyond the expiration of this Permit, to the effect that, if occurrences during the term of this Permit give rise to claims made after expiration of this Permit, then those claims shall be covered by the claims-made policies.

c. Annual Aggregate Limit: If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the annual aggregate limit, the annual aggregate limit must be not less than double the occurrence limits specified above.

d. Additional Insureds: Liability policies must be endorsed to name as additional insureds the "City and County of San Francisco, and its officers, directors, employees, and agents" (Insurance Certificate with Endorsement for the additional insureds).

e. Payment of Premiums: Permittee shall pay all the premiums for maintaining all required insurance.

f. Waiver of Subrogation Rights: Notwithstanding anything to the contrary contained herein, City and Permittee (each a "**Waiving Party**") each hereby waives any right of recovery against the other Party for any loss or damage sustained by the other Party with respect to the Permit Area or any portion of it or the contents of the Permit Area or any operation in or on the Permit Area, whether or not the loss is caused by the fault or negligence of the other Party, to the extent the loss or damage is covered by insurance required to be purchased by the Waiving Party under this Permit or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Permit Area; provided, the failure to obtain an endorsement shall not affect the above waiver.

g. General Insurance Matters:

(i) All insurance policies must be endorsed to provide thirty (30) days' prior written notice of cancellation, non-renewal, or reduction in coverage or limits to the City, or Permittee shall provide notice to City in lieu of the policy provisions.

(ii) All insurance policies shall be endorsed to provide that the insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(iii) Before commencement of activities under this Permit, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to the City, must be furnished to the City, along with complete copies of policies if requested by the City.

(iv) All insurance policies required to be maintained by Permittee must be by an insurance company or companies reasonably acceptable to the City with an AM Best rating of not less than A-VII and approved to do business in the State of California.

h. No Limitation on Indemnities: Permittee's compliance with the provisions of this Section 6 shall in no way relieve or decrease Permittee's indemnification obligations under this Permit, the Development Agreement or other agreement, or any of Permittee's other obligations or liabilities under this Permit.

i. Lapse of Insurance: City may elect in the City's sole and absolute discretion to terminate this Permit by written notice thereof to Permittee during the lapse of any required insurance coverage, provided that the City has first delivered to Permittee written notice of such lapse and Permittee fails to cure such lapse within thirty (30) days after receiving such notice.

j. Permittee's Personal Property: Permittee is responsible, at its expense, for separately insuring Permittee's personal property.

k. Subpermittee: Permittee must include all Subpermittees (as defined below) as insureds under its policies or require each Subpermittee to furnish separate insurance certificates and endorsements. All coverages for Subpermittees shall be subject to all the requirements of this Permit.

7. "As Is", Maintenance, Restoration, Vacating: Permittee accepts the Permit Area "**AS IS**", and Permittee's entry on the Permit Area is Permittee's acknowledgment that all dangerous places and defects in the Permit Area are accepted by it. Permittee shall use commercially reasonable efforts not to cause the Permit Area to be unsafe, unsightly, or unsanitary, except to the extent reasonably necessary in connection with the Interim Use. Upon the expiration or earlier termination of this Permit, Permittee shall vacate the Permit Area and remove all personal property brought to the Permit Area by Permittee and restore the Permit Area to substantially the condition as of the Effective Date or better, provided that Permittee shall have no obligation to remove or restore any improvements made by Permittee under this Permit, if any. The City shall have the right without notice to Permittee to dispose of any property left on the Permit Area after Permittee has vacated the Permit Area. By this Permit, the City makes no representations or warranties, express or implied, with respect to the environmental condition of the Permit Area or the surrounding property (including all facilities, improvements, structures, equipment, soil and groundwater) or compliance with any Environmental Laws, and gives no Indemnification, express or implied, under this Permit for any costs or liabilities arising out of or related to the presence, discharge, migration, or Release or threatened Release of Hazardous Substance in or from the Permit Area.

8. Compliance With Laws: All activities and operations of the Permittee and/or its Representatives under this Permit must be in full compliance with all applicable Laws and any applicable Mitigation Measures. For the avoidance of doubt, the laws of the City applicable under this Permit shall be the Existing Standards, as the same may be

amended or updated in accordance with permitted New City Laws as set forth in section 5.6 of the Development Agreement.

9. Security of Permit Area: There is an existing fence with gates around the Permit Area: Yes ☐ No ☐

If "Yes" is checked above, Permittee shall repair any damage caused by Permittee or as a result of the Interim Use. Permittee may relocate the fence as needed, provided that, unless otherwise approved by the City, the fence is restored to its original condition upon termination of this Permit. If "No" is checked above, Permittee may install a fence, and shall install a fence if required under Section 15 below, around construction sites without adversely impacting appropriate ingress and egress by other Persons with the right to do so. The City must approve the location of any new or relocated fence. Permittee shall be responsible for removing the fence when no longer needed and repairing any damage caused by the removal.

10. Early Termination: An "**Event of Default**" shall be deemed to have occurred if a Party (the "**Defaulting Party**") violates any of this Permit's terms, covenants, or conditions and the Defaulting Party fails to cure the violation with thirty (30) days (or twenty-four (24) hours if the total time of permitted entry under Section 3 is four (4) days or less) after written notice of such violation from the non-Defaulting Party, provided that if more than thirty (30) days or twenty-four (24) hours, as applicable, are reasonably required for such cure, then no such Event of Default shall be deemed to have occurred if the Defaulting Party commences such cure within such thirty (30) day or twenty-four (24) hour period, as applicable, and diligently prosecutes such cure to completion. Upon the occurrence and during the continuance of an Event of Default, the non-Defaulting Party may take whatever action at law or in equity as may be reasonably necessary to enforce this Permit, including terminating this Permit by delivery of notice thereof to the Defaulting Party or commencing an action against the Defaulting Party for damages or for specific performance or injunctive relief. The remedies available to the non-Defaulting Party shall be cumulative, and no remedy expressly provided for in this Section 10 shall be deemed to exclude any other remedy available at law or in equity.

11. Entry under Permittee Authority: Permittee assumes all responsibility for the safety of all persons and property and equipment that enter upon or are placed in the Permit Area by Permittee or its Representatives under this Permit. Permittee may grant a subpermit (each, a "**Subpermit**") to enter the Permit Area or any portion thereof to any of its Representatives (each, a "**Subpermittee**"). Any Subpermit shall be subject to the terms and conditions of this Permit.

12. Assignment: Neither Party may assign this Permit without the approval of the other Party. Notwithstanding the foregoing, to the extent that Permittee assigns to any Person its interests as Developer under the Development Agreement with respect to the Permit Area or any portion of the Project that is tied to the Interim Use, Permittee shall (without the requirement of any approval hereunder) contemporaneously assign this Permit to such Person with respect to such portion of the Project, except as may be otherwise approved by the City and Permittee. Upon any permitted assignment of this Permit, the

assigning Party shall be released of its obligations hereunder as to the applicable portion of the Permit Area.

13. Miscellaneous Provisions:

a. Governing Law: This Permit is governed by and interpreted under the laws of the State of California, without regard to its principles of conflicts of law.

b. Attorneys' Fees: Should legal action be brought by Developer or the City against the other for an Event of Default under this Permit or to enforce any provision herein, the prevailing Party in such action shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing Party. For purposes of this Permit, "**reasonable attorneys' fees and costs**" means the reasonable fees and expenses of counsel to the applicable Party, which may include printing, duplicating and other expenses, air freight charges, hiring of experts and consultants and fees billed for law clerks, paralegals, librarians and others not admitted to the bar but performing services under the supervision of an attorney, and shall include all such reasonable 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 Section 13(b), the reasonable fees of attorneys of the City Attorney's Office shall be the lowest rates regularly charged by the City Attorney's Office to similarly situated third-party developers (which shall in no event exceed comparable rates charged by private law firms in the City with approximately the same number of attorneys as employed by the City Attorney's Office).

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

d. Entire Agreement: This Permit, including the preamble, Recitals and Exhibits, and the agreements between the City and Permittee specifically referenced in this Permit, including the Development Agreement, constitute the entire agreement between the City and Permittee with respect to the subject matter contained herein. Prior drafts of this Permit and changes from those drafts to the executed version of this Permit shall not be introduced as evidence in any litigation or other dispute resolution proceeding by the City, Permittee or any other Person, and no court or other body shall consider such drafts or changes in interpreting this Permit.

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

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

g. Approvals and Consents: As used herein, the words "approve", "consent" and words of similar import and any variations thereof refer to the prior written consent of the applicable Party or other Person. Whenever any approval or consent is required or permitted to be given by a Party hereunder, it shall not be unreasonably withheld, conditioned or delayed unless the approval or consent is explicitly stated in this Permit to be within the "sole discretion" (or words of similar import) of such Party. The reasons for failing to grant approval or consent, or for giving a conditional or limited approval or consent, shall be stated in reasonable detail in writing. Approval or consent by a Party to or of any act or request by the other Party shall not be deemed to waive or render unnecessary approval or consent to or of any similar or subsequent acts or requests.

h. No Joint Venture or Partnership: Nothing contained in this Permit, or in any document executed in connection with this Permit, shall be construed as creating a joint venture or partnership between the City and Permittee. Neither Party is acting as the agent of the other Party in any respect hereunder.

Permittee is not a state or governmental actor with respect to any activity conducted by Permittee hereunder.

i. Time: Time is of the essence with respect to each provision of this Permit in which time is a factor. References in this Permit to time shall be to the local time in San Francisco, California on the applicable day. References in this Permit to days, months and quarters shall be to calendar days, months and quarters, respectively, unless otherwise specified, provided that if the last day of any period to give notice, reply to a notice, meet a deadline or to undertake any other action occurs on a day that is not a Business Day, then the last day for giving the notice, replying to the notice, meeting the deadline or undertake the action shall be the next succeeding Business Day, or if such requirement is to give notice before a certain date, then the last day shall be the next succeeding Business Day. Where a date for performance is referred to as a month without reference to a specific day in such month, or a year without reference to a specific month in such year, then such date shall be deemed to be the last Business Day in such month or year, as applicable.

j. Extensions of Time: Either Party may extend the time for the performance of any term, covenant or condition of this Permit by the other Party, or permit the curing of any related default by such other Party, upon such terms and conditions as it determines appropriate, in each case by a written instrument signed by authorized representative(s) of such extending Party.

k. Signature in Counterparts: This Permit 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.

l. Notices: Whenever any notice or any other communication is required or permitted to be given under any provision of this Permit, such notice or other communication shall be given in accordance with and governed by section 14.10 of the Development Agreement to the address(es) (or email address(es)) of the Party to whom such notice is to be given as set forth below or at such other address(es) (or email address(es)) of which such Party shall have given notice to the other Party as provided in this Section 13(l):

If to the City: _____
_____
_____
_____

If to Permittee: _____
_____
_____
_____

m. Limited Damages. The Parties have determined that (i) monetary damages are generally inappropriate, (ii) it would be extremely difficult and impractical to fix or determine the actual damages suffered by a Party as a result of a default hereunder and (iii) equitable remedies and remedies at law, not including damages but including specific performance and termination, are particularly appropriate remedies for enforcement of this Permit. Consequently, Permittee agrees that the City shall not be liable to Permittee for damages under this Permit, and the City agrees that Permittee shall not be liable to the City for damages under this Permit, and each covenants not to sue the other for or claim any damages under this Permit and expressly waives its right to recover damages under this Permit, except that each Party shall have the right to recover reasonable attorneys' fees and costs as set forth in Section 13(b).

14. Special Provisions:

a. MacBride Principles — Northern Ireland. 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 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. Permittee acknowledges that it has read and understands the above statement of the City concerning doing business in Northern Ireland.

b. Non-Discrimination.

(i) Covenant Not to Discriminate. In the performance of this Permit, Permittee agrees not to discriminate against any employee, City employee working with Permittee'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.

(ii) Contracts. Permittee shall include in all Subpermits and other contracts with its contractors for performance of the Interim Use on the Permit Area a non-discrimination clause applicable to the Subpermittee or contractor in substantially the form of Section 14(b)(i) above. In addition, Permittee shall incorporate by reference in all such Subpermits and contracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the Administrative Code and require all such Subpermittees and contractors to comply with those provisions, in each case to the extent appliable. Permittee's failure to comply with the obligations in this Section 14(b)(ii) shall constitute a material breach of this Permit.

(iii) Non-Discrimination in Benefits. Permittee does not as of the Effective Date and shall not during the term of this Permit, in any of its operations in San Francisco or where work is being performed for the City elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, travel benefits, or any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of employees, in each case where the domestic partnership has been registered with a governmental entity under state or local law authorizing that registration, subject to the conditions set forth in Section 12B.2(b) of the Administrative Code.

(iv) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section 14(b)(iv) by reference and made a part of this Permit as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that Section 12B.2(h) of the Administrative Code includes a penalty of Fifty Dollars ($50) for each person for each calendar day during which the person was discriminated against in violation of the provisions of this Permit, and Permittee may be assessed that penalty and/or the City may deduct the penalty from any payments due Permittee.

c. Tropical Hardwoods 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.

d. No Tobacco Advertising. Permittee acknowledges that no advertising of cigarettes or tobacco products is allowed on any real property owned by or under the control of the City, including the Permit Area. This prohibition includes the placement of the name of a company producing, selling, or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This prohibition does not apply to any advertisement sponsored by a state, local, or nonprofit entity designed to communicate the health hazards of cigarettes and tobacco products or to encourage people not to smoke or to stop smoking.

e. Conflicts of Interest. Through its execution of this Permit, Permittee 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 that constitute a violation of such provisions and agrees that it shall promptly thereafter notify the City if it becomes aware of any such fact during the term of this Permit.

f. Food Service Waste Reduction. Permittee is bound by and shall comply with all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16 ("**Chapter 16**"), including the remedies provided, and implementing guidelines and rules. This ordinance prohibits the use of polystyrene foam disposable food service ware and requires the use of compostable or recyclable food service ware by anyone serving food in San Francisco. The provisions of Chapter 16 are incorporated into this Permit by reference as though fully set forth herein. This Section 14(f) is a material term of this Permit. By entering into this Permit, Permittee acknowledges that if it breaches the requirements of Chapter 16, then Permittee may be subject to the penalties contained in Chapter 16, including One Hundred Dollars ($100.00) for the first breach, Two Hundred Dollars ($200.00) for the second breach in the same year, and Five Hundred Dollars ($500.00) for subsequent breaches in the same year and agrees that those amounts are reasonable estimates of the damage that the City will incur based on the violation, established in light of the circumstances existing as of the Effective Date.

g. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any Person that 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 the contract until three (3) 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.

15. Supplementary Provisions:

a. Is additional insurance required consistent with the Development Agreement? Yes ☐ No ☐

Additional Insurance: If "Yes" is checked above, Permittee must obtain additional insurance required by the City consistent with the Development Agreement and attached hereto.

b. Is a fence and gate required? Yes ☐ No ☐

Fence and Gate: If "Yes" is checked above, the Permittee shall, at its expense, erect a fence (with gate) securing the Permit Area before entry on the Permit Area and shall maintain the fence and gate in good condition and repair during the term of this Permit. The fence and gate erected by Permittee shall constitute the personal property of Permittee.

c. Is security personnel required? Yes ☐ No ☐

Security Personnel: If "Yes" is checked above, Permittee shall provide reasonably appropriate security personnel at its own expense and use commercially reasonable efforts to secure against unauthorized entry into Permit Area during:

Daytime: Yes ☐ No ☐ Nighttime: Yes ☐ No ☐

d. Will Subpermittees use the Permit Area? Yes ☐ No ☐

Subpermittees: If "Yes" is checked above, each Subpermittee shall execute a joinder to this Permit substantially in the form attached hereto or as otherwise approved by the City or a new permit to enter before entering the Permit Area or commencing operations in the Permit Area under this Permit, and by its execution thereof each Subpermittee shall have agreed to all of this Permit's terms, covenants, and conditions. However, Subpermittees may be covered under Permittee's insurance in lieu of obtaining and maintaining separate insurance under Section 6(k) above.

[Notwithstanding anything to the contrary set forth above in this Section 15, the City shall have the right to require the installation of a fence for specific work as needed.] The Parties agree to meet and confer to endeavor to ensure public safety and security at all times, which may include Permittee providing additional security personnel to the extent reasonably agreed-upon by the Parties.

IN WITNESS WHEREOF, the Parties have duly executed this Permit as of the Effective Date.

[**PERMITTEE**],
a []

By: _____
Name: _____
Title: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Name: _____
Title: _____

APPROVED AS TO FORM:
_____,
City Attorney

By: _____
Name: _____
Title: Deputy City Attorney

JOINDER OF SUBPERMITTEE

The undersigned Subpermittee hereby acknowledges that it has received and read this Permit and agrees to comply with and accepts the obligations set forth herein applicable to Subpermittees.

SUBPERMITTEE:

[_____],
a [_____]

By: _____
Name: _____
Title: _____
Date: _____

Exhibit A

PERMIT AREA

Exhibit X
Form of Assignment and Assumption Agreement

EXHIBIT X

Form of Assignment and Assumption Agreement

This instrument is exempt from Recording Fees (CA Govt. Code § 27383) RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO: [ASSIGNEE: _____ _____ _____ Attn: _____]	
APN(s): [_____]	SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

ASSIGNMENT AND ASSUMPTION AGREEMENT

This ASSIGNMENT AND ASSUMPTION AGREEMENT (this "**Assignment**") is made and entered into as of _____ __, 20__ (the "**Effective Date**") by and between _____, a _____ ("**Assignor**"), and _____, a _____ ("**Assignee**").

RECITALS

A. Reference is hereby made to that certain Amended and Restated Development Agreement between the City and County of San Francisco, a municipal corporation (the "**City**"), acting by and through its Planning Department, and Assignor, dated as of [_____], 2026 and recorded in the Official Records on [_____], 2026 as Document No. [_____] [DESCRIBE ANY FURTHER AMENDMENTS] ([collectively,] the "**Agreement**"). All initially capitalized terms used but not otherwise defined herein have the meanings ascribed to them in the Agreement.

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

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

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

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

F. Assignor has agreed to assign to Assignee, and Assignee has agreed to assume, [all of] [a portion of] Assignor's right, title and interest under the Agreement with respect to the Transferred Property, all as more particularly described in this Assignment.

AGREEMENT

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

1. Assignment of Agreement. Subject to the terms and conditions of this Assignment, Assignor hereby assigns to Assignee as of the Effective Date [all of] [a portion of] Assignor's right, title and interest under the Agreement with respect to the Transferred Property, including any Associated Community Benefits that are tied to the Transferred Property and Mitigation Measures applicable to the Transferred Property, all as more particularly described on Exhibit B (collectively, the "**Assigned Rights and Obligations**", or, as solely related to the assigned obligations, the "**Assigned Obligations**"). For the avoidance of doubt, Assignor [retains all of Assignor's right, title and interest under the Agreement other than the Assigned Rights and Obligations and, upon the effectiveness of this Assignment, Assignor shall be fully released from any liability or obligation with respect to the Assigned Obligations, in accordance with section 12.4 of the Agreement.

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

3. Indemnifications. Assignee hereby consents to and expressly reaffirms any and all indemnification, reimbursement, hold harmless and defense obligations of Developer set forth in the Agreement constituting an Assigned Obligation, including section 4.10 of the Agreement, including resulting from any disputes between Assignee and Assignor.

4. [INSERT IF APPLICABLE: Housing Obligations. Assignee has read and understands the obligations set forth in the Housing Plan [as they relate to the Transferred Property]. Without limiting the foregoing, Assignee agrees to the terms and provisions of the Housing Plan [as they relate to the Transferred Property], including any indemnifications, waivers and releases set forth therein. Assignee understands that the City would not have been willing to enter into the Agreement without the provisions of the Housing Plan.]

5. Costa-Hawkins Rental Housing Act.

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

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

6. Assignee's Covenants. Assignee hereby covenants and agrees that: (a) Assignee shall not challenge the enforceability of any provision or requirement of the Agreement and (b) Assignee shall not sue the City in connection with any disputes between Assignor and Assignee arising from this Assignment or the Agreement, including any failure to complete all or any part of the Project by Assignor or Assignee, except to the extent caused by the negligence or willful misconduct of any of the City Parties. Nothing contained herein shall limit Assignee's rights under the Agreement with respect to any claim arising directly from a breach by the City of its obligations under the Agreement.

7. Modifications. This Assignment may only be amended with the mutual written consent of Assignor and Assignee in a writing signed by a person having authority to do so on behalf of each of Assignor and Assignee. Any such amendment shall be promptly recorded in the Official Records against the Transferred Property. The rights of Assignor and Assignee to amend the Agreement shall be governed by section 11.1 of the Agreement.

8. Limitations on Reassessment Requests. The Transferred Property is located within the San Francisco Enhanced Infrastructure Financing District No. 1 (Power Station). From and after the Commencement Date (as defined in the IFP) for a Project Area, Assignee may initiate a Reassessment in connection with the determination of the Baseline Assessed Value of the Transferred Property, but may not and hereby waives its right to initiate a Reassessment of the Subsequent Assessed Value of the Transferred Property until the earliest of (A) the date on which (1) there are no authorized uses under the IFP of the Allocated Tax Revenue or the Conditional Tax Revenue generated in the Project Area and none of Assignor, Assignee, or the City expects there to be any further such authorized uses, and (2) the City has been repaid for the use of Conditional Tax Revenue in accordance with the IFP or (B) the EIFD Termination Date with respect to such Project Area or (C) the date on which such waiver has been released in writing by the City as described in the paragraph below. Notwithstanding the foregoing, Assignee acknowledges and agrees that the City may, at any time that it deems appropriate in accordance with the Financing Plan, release Assignee from the waiver of its right to initiate a Reassessment pursuant to the immediately preceding paragraph.

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

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

[_____]
[_____]
[_____]
[_____]

with copies to:

[_____]
[_____]
[_____]
[_____]

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

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

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

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

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

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

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

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

[Signatures on following page]

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

ASSIGNOR:

_____,
a _____

By: _____
Name: _____
Its: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Its: _____

ACKNOWLEDGED:

City and County of San Francisco, a municipal corporation

By: _____
Name: _____
Its: Planning Director

EXHIBIT A

TRANSFERRED PROPERTY

[To be provided]

EXHIBIT B

ASSIGNED RIGHTS AND OBLIGATIONS[1]

OBLIGATION	DOCUMENT REFERENCE	TRANSFERRED RIGHT OR OBLIGATION*	RETAINED RIGHT OR OBLIGATION
**Unless stated otherwise, transferred rights or obligations listed herein are transferred only to the Assignee to the extent directly attributable to the Transferred Property and the development of a Building thereon.*			
Development Agreement			
Article 2 – Term	DA	X	
Section 3.2 – Development Process	DA		X Except as expressly transferred herein with respect to Section 3.2.3 (Associated Public Benefits)
Section 3.3 – Approval of Subdivision Maps	DA		X
Section 3.4 – Design Review and Objective Requirements	DA	X	
Section 3.5 – Design Review of Parks and Open Spaces within Power Station Park System	DA		X
Section 3.6 – Construction of Public Improvements and Privately-Owned Community Improvements	DA		X
Section 3.6.1 – Regulatory Approvals	DA		X
Section 3.6.2 – Timing for Completion of Public Improvements and Privately-Owned Community Improvements	DA		X
Section 3.6.3 – Timing for Satisfaction of BMR Requirements	DA		X
Section 3.6.4 – Dedication and Acceptance of Public Improvements	DA		X
Section 3.7 – Contracting for Public Improvements	DA		X
Section 3.8 – Maintenance and Operation of Public Improvements by Developer	DA		X

[1] This Exhibit B to the Form of Assignment and Assumption Agreement is intended to be illustrative and is subject to revision in connection with specific Assignment and Assumption Agreements that will be executed at a later date.

Section 3.9 – Maintenance and Operation of Privately-Owned Community Improvements	DA		X
Section 3.10 – Non-City Regulatory Approvals for Public Improvements	DA		X
Section 3.11 – Continuing City Obligations	DA		X
Section 3.12 – Public Financing	DA	X	
Section 3.13 – PG&E Sub-Area	DA		X
Section 3.15 – Public Power	DA		X
Section 3.16 – Utility Yard	DA		X
Section 3.17 – Fair Share	DA		X
Section 3.18 – Waiver of State Density Bonus Law; and Similar State and Local Laws Allowing Additional Residential and/or Non-Residential Density and Modifications to Development Requirements		X	
Article 4 – Public Benefits; Developer Obligations and Conditions to Developer's Performance	DA	X Except as specified for Section 4.5	
Section 4.5 – Compliance with CEQA Mitigation Measures	DA	X As set forth below	
Article 5 – Vesting and City Obligations	DA	X	
Article 6 – No Development Obligation	DA	X Except as expressly retained herein	
Section 6.2 – Real Estate Transfers	DA		X
Article 7 – Mutual Obligations	DA	X Except as expressly retained herein	
Section 7.5 – Mills Act	DA		X
Article 8 – Periodic Review of Developer's Compliance	DA	X	
Article 9 – Enforcement of Agreement; Default; Remedies	DA	X	
Article 10 – Financing; Rights of Mortgagee	DA	X	
Article 11 – Amendment; Termination; Extension of Term	DA	X Except as expressly retained herein	

Section 11.7 – PG&E Sub-Area	DA		X
Article 12 – Transfer or Assignment; Release; Constructive Notice	DA	X	
Article 13 – Representation and Warranties	DA		X
Article 14 –Miscellaneous Provisions	DA	X Except as expressly retained herein	
Section 14.28 Station A Vibration Monitoring	DA		X
Housing Plan			
Section III.A.1 – Residential Development at Full Build-Out	DA Housing Plan		X
Section III.A.2 – Interim Requirements	DA Housing Plan		X
Section III.A.3 – Housing Data Table	DA Housing Plan		X
Section IV – 100% Affordable Housing Parcels	DA Housing Plan		X
Section V – Inclusionary Housing Requirements	DA Housing Plan		X
Section VI – City's Inclusionary Program	DA Housing Plan		X
Section VII – Homeless Prenatal Program	DA Housing Plan		X
Section VIII – Power Station Affordable Housing Fee	DA Housing Plan		X
Section IX – Parking Requirements	DA Housing Plan		X
Workforce Agreement			
Section III.B.2 – Local Hiring Requirements	DA Workforce Agreement		X
Section III.B.3 – First Source Hiring Program for Construction Work	DA Workforce Agreement	X	
Section III.B.4 – Local Business Enterprise Requirements	DA Workforce Agreement	X	
Section III.B.5 – Obligations; Limitations on Liability	DA Workforce Agreement	X	
Section III.C – Project Operations	DA Workforce Agreement	X	
Section D – Workforce Job Readiness and Training Funds	DA Workforce Agreement		X
Transportation Plan			

Section I – Transportation Sustainability Fee	DA Transportation Plan	X As applicable to Vertical Improvement on Transferred Property	
Section II – TDM Plan	DA Transportation Plan	X As applicable to Vertical Improvement on Transferred Property	
Section V – SFMTA Employee Restroom	DA Transportation Plan		X
Section VI – Muni Bus Shelter	DA Transportation Plan		X
Mitigation Monitoring and Reporting Program (as amended; any new mitigation measures adopted after the Effective Date of this Assignment applicable to the construction or operation of a Building shall be transferred)			
Mitigation Measure M-CR-5a: Documentation	EIR MMRP		X
Mitigation Measure M-CR-5b: Video Recordation	EIR MMRP		X
Mitigation Measure M-CR-5c: Public Interpretation and Salvage	EIR MMRP		X
Mitigation Measure M-CR-5d: Rehabilitation of the Boiler Stack	EIR MMRP		X
Mitigation Measure M-CR-5e: (Project Variant)	EIR MMRP		X
Mitigation Measure M-CR-6: Design Controls for New Construction	EIR MMRP		X
Mitigation Measure M-TR-5: Implement Measures to Reduce Transit Delay (Re-phase program)	EIR MMRP		X
Mitigation Measure M-TR-7: Improve Pedestrian Facilities at the Intersection of Illinois Street / 22nd Street	EIR MMRP		X
Mitigation Measure M-NO-1: Construction Noise Control Measures	EIR MMRP	X	
Mitigation Measure M-NO-4a: Construction Vibration Monitoring	EIR MMRP	X	
Mitigation Measure M-NO-4b: Vibration Control Measures During Controlled Blasting and Pile Driving	EIR MMRP	X	
Mitigation Measure M-NO-4c: Vibration Control Measures During Use of Vibratory Equipment	EIR MMRP	X	
Mitigation Measure M-NO-5: Stationary Equipment Noise Controls	EIR MMRP	X	

Mitigation Measure M-NO-8: Design of Future Noise-Sensitive Use (Project Variant)	EIR MMRP	X	
Mitigation Measure M-AQ-2a: Construction Emissions Minimization	EIR MMRP	X	
Mitigation Measure M-AQ-2b: Diesel Backup Generator Specifications	EIR MMRP	X	
Mitigation Measure M-AQ-2c: Promote Use of Green Consumer Projects	EIR MMRP	X	
Mitigation Measure M-AQ-2d: Electrification of Loading Docks	EIR MMRP	X	
Mitigation Measure M-AQ-2e: Additional Mobile Source Control Measures	EIR MMRP	X	
Mitigation Measure M-AQ-2f: Offset Construction and Operational Emissions (Re-phase Program)	EIR MMRP	X	
Mitigation Measure AQ-4: Siting of Uses that Emit Toxic Air Contaminants (Re-phase program)	EIR MMRP	X	
Mitigation Measure AQ-5: Include Spare the Air Telecommuting Information in Transportation Welcome Packets	EIR MMRP	X	
Mitigation Measure M-WS-2: Identification and Mitigation of Interim Hazardous Wind Impacts	EIR MMRP	X	
Mitigation Measure M-BI-1 Nesting Bird Protection Measures	EIR MMRP	X	
Mitigation Measure M-BI-3: Avoidance and Minimization Measures for Bats	EIR MMRP	X	
Mitigation Measure M-BI-4: Fish and Marine Mammal Protection during Pile Driving	EIR MMRP		X
Mitigation Measure M-BI-7: Compensation for Fill of Jurisdictional Waters	EIR MMRP		X
Mitigation Measure M-CR-1: Archeological Testing	EIR MMRP	X	
Mitigation Measure M-CR-3: Tribal Cultural Resources Interpretive Program	EIR MMRP	X	
Mitigation Measure M-GE-6: Paleontological Resources Monitoring and Mitigation Program	EIR MMRP	X	
Improvement Measure I-TR-A: Construction Management Plan and Public Updates	EIR MMRP	X	
Improvement Measure I-TR-B: Monitoring and Abatement of Queues	EIR MMRP		X
Improvement Measure I-NO-A: Nighttime Construction Noise Control Measures	EIR MMRP	X	
Improvement Measure I-NO-B: Avoidance of Residential Streets	EIR MMRP	X	
Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses	EIR MMRP	X	

Improvement Measure I-WS-1: Wind Reduction Features for Block 1	EIR MMRP		X
Privately-Owned Community Improvements			
Community Improvements Located on Transferred Property	DA Exhibit L-1		X
Regulations Regarding Access and Maintenance of Certain Privately-Owned Community Improvements	DA Exhibit L-2		X
Phasing Plan			
Sea Level Rise Improvements	DA Phasing Plan		X
AWSS Connection to 3rd Street at 23rd Street	DA Phasing Plan		X
AWSS Connection to 3rd Street at 22nd Street	DA Phasing Plan		X
Stormwater Outfall	DA Phasing Plan		X
Sanitary Sewer Pump Station	DA Phasing Plan		X
Recycled Water Infrastructure	DA Phasing Plan	X Assigned as to Vertical Improvement obligations	
23rd/Illinois Intersection Improvements and Signal	DA Phasing Plan		X
Sidewalk on the east side of Illinois between Humboldt and 22nd Streets	DA Phasing Plan		X
Humboldt Street Fire Turnaround	DA Phasing Plan		X
Humboldt/Illinois Intersection Improvements and Signal	DA Phasing Plan		X
The Point	DA Phasing Plan		X
Waterfront Park South	DA Phasing Plan		X
Stack Plaza	DA Phasing Plan		X
Humboldt Street Plaza	DA Phasing Plan		X
Power Station Park East	DA Phasing Plan		X
Block 9 Open Spaces (includes Turbine Plaza) and Restroom	DA Phasing Plan		X
Power Station Park West	DA Phasing Plan		X
Waterfront Park North	DA Phasing Plan		X
Waterfront Park West	DA Phasing Plan		X
Louisiana Paseo	DA Phasing Plan		X
Illinois Street Plaza	DA Phasing Plan		X
Construction of all public and private streets (including sidewalks, and bike facilities within such streets) within the boundaries of the Development Phase as shown in the D4D and IP	DA Phasing Plan		X

Construction of all utilities within the boundaries of the Development Phase as shown in the IP	DA Phasing Plan		X
Bus Layover	DA Phasing Plan		X
Bus Shelter and Transit Operator Restroom	DA Phasing Plan		X
AWSS Payment Fair Share Contribution	DA Phasing Plan		X
La Cocina Space	DA Phasing Plan		X
Childcare Facilities	DA Phasing Plan		X
Community Facilities Space	DA Phasing Plan		X
Alternative Funding for Public Library	DA Phasing Plan		X
Options for Public Library Space	DA Phasing Plan		X
Grocery Store	DA Phasing Plan		X
SFPUC Pump Station	DA Phasing Plan		X
Financing Plan			
Financing Plan	DA Financing Plan		X

Exhibit Y
List of Required Exceptions to Subdivision Regulations
to Implement Infrastructure Plan

Exhibit Y
List of Required Exceptions to Subdivision Regulations to Implement Infrastructure Plan

Sections IV.I.1 and VII.C – Form of Dedications – Public Easements – Developer will dedicate to the City any public access and utility easements over private property shown in the Infrastructure Plan. Any such public easements shall be subject to review and approval by the Parties Such public easements including the following:

- Public access easements for NE corner of Block 1, NW corner of Block 2, NE corner of Block 8, NE corner of Block 5, SW corner of Block 12, and the NW corner of Block 15. These easements are required to achieve required/ desired sidewalks dimensions and clearances and are listed, for example, on pages 57-59 and 62 of Infrastructure Plan (Table 8.1 and Section 8.2.3) and on pages 79, 80, 82, 83, 85 and 89 of Infrastructure Plan (Section 8, Intersection Geometry Figures) and pages 333, 341 and 347 of the Design for Development (Section 5.17.3 and Appendix A, Block Plan Guide). In addition, public access easements permitting public access to the south side of Block 11 (as shown on pages 357 of the Design for Development), the south and west sides of Block 15 (if no Station A) (as shown on pages 343 of the Design for Development), and at Power Station Park / Maryland Street (as shown on pages 205 and 359 of the Design for Development), as shown on the attached Figure Y-1 and pages 57-59 and 62 of Infrastructure Plan (Figure 1.2, Table 8.1 and Section 8.2.3).

- Stormdrain easement to Stormwater Outfall

- Pump Station and Access Area (if on Block 9)

- Low pressure water easement in 23rd Street (if private)

- Overland Drainage easement over Humboldt Plaza to Bay

- Overland Drainage easement over Blue Greenway Trail Corridor east of 23rd / Delaware to Bay

- Water Line Easement through PG&E property (assignment of existing CBC appurtenant WLE as interim condition)

Section XII.B.3.a – SFFD Operations – Craig Lane will have a clear width of 14’ min, which is less than the required 20’ minimum.

Section XII.B.7 – Street Extensions and Bulbs – The curb bulb-outs and extensions into the street will be 4.5’, which is less than the required 6’ minimum, in order to provide the required clearances/separations of utilities and turning movements. If any portion of the curb ramp occupies private property, the City agrees to public access easements for sidewalks in lieu of fee title dedication.

Section XII.D – Private Streets – The width of Craig Lane is 34’ wide, which is less than the required 40’ minimum.

Section XIII – Street Improvements Required – There is no sidewalk along the south side of 23rd Street and the existing loading conditions on the south side of 23rd Street will remain as a permanent condition as shown in the Infrastructure Plan and Design for Development. If Developer constructs 23rd Street to the specifications shown in the Infrastructure Plan and Design for Development (which does not include a sidewalk on the south side of 23rd Street), then SFDPW

will recommend to the Board of Supervisors that 23rd Street is accepted for City maintenance and liability.

Section XIII – Street Improvements Required – The completion of the eastern portion of 23rd Street will not include the extension of a combined sewer pipeline or gravity separate sanitary sewer pipeline as shown in Infrastructure Plan. If needed and supported by approved designs, only a sanitary sewer force main will be installed within this segment of 23rd Street. If a sanitary sewer pump station is constructed on the Pier 70 site so that is accommodates sewer flows in 23rd Street, then a sanitary sewer force main will not be required.

Exhibit Z
City and Port Implementation of Later Approvals

Exhibit Z
City and Port Implementation of Later Approvals

Initially capitalized and other terms not listed below are defined in the Development Agreement. All references to the Development Agreement include this Exhibit Z.

A. Cooperation

Port and the other City Agencies shall aid each other, cooperate with and amongst all City Agencies, and undertake and complete all actions or proceedings reasonably necessary or appropriate to expeditiously and with due diligence implement the Project in accordance with the Plan Documents and the Approvals. Nothing in this Exhibit Z shall give any party a third party right to enforce the terms of this Exhibit Z or the Interagency Permitting MOU (defined below and attached hereto as Attachment Z-1).

B. 23rd Street

Port and Public Works (in consultation with other City Agencies described in Section C, below) have entered into the Interagency Permitting MOU addressing the development and maintenance of certain facilities located within the Project Site on land encumbered by the Public Trust. Further, PG&E is considering accepting franchise rights covering its utilities in 23rd Street and forgoing its existing easements covering such utilities (the "**Existing PG&E Easement**"). If that acceptance occurs and the Existing PG&E Easement is terminated, and if Developer improves the Port 23rd Street Property and the remaining City and Developer portion of 23rd Street located between Illinois Street and the future Delaware Street (collectively, "**23rd Street**") in the manner shown in the Plan Documents, including the Infrastructure Plan and Exhibit Y (the "**23rd Street Improvements**"), and pursuant to an approved street improvement permit or permits consistent with 23rd Street Improvements, Public Works shall recommend to the Board of Supervisors that it accept 23rd Street for City maintenance and liability purposes if such recommendation is requested by Developer. The 23rd Street Improvements as shown in the Infrastructure Plan and Exhibit Y represent a complete street. Public Works also acknowledges that Developer may construct the portion of the 23rd Street Improvements from the western portion of 23rd Street from Illinois to the eastern edge of the future Louisiana Paseo and the eastern portion of 23rd Street from the eastern edge of the future Louisiana Paseo to Delaware Street in entirely separate phases. In such instances, Public Works shall recommend to the Board of Supervisors that it accept each phase in separate actions as long as Developer constructs the entirety of the portion of the 23rd Street Improvements located within each such phase. Each such completed phase of the 23rd Street Improvements shall be considered a complete street. If the Existing PG&E Easement is not terminated, the eastern portion of 23rd Street would remain a private street and Public Works shall have no obligation to recommend to the Board of Supervisors that the City accept this portion of the street for maintenance and liability.

C. City and Port Review of Later Approvals

DBI, Planning Department, Port, Public Works, and other affected City Agencies conferred subsequent to the Original Reference Date and in satisfaction of the Original DA's requirements entered into a memorandum of understanding that describes the design review, permitting, and

enforcement of Later Approvals for Privately-Owned Community Improvements and Public Improvements (the "**Interagency Permitting MOU**"). The Interagency Permitting MOU is attached hereto as Attachment Z-1.

Attachment Z-1

Interagency Permitting MOU

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MEMORANDUM OF UNDERSTANDING REGARDING REVIEW, PERMITTING, AND INSPECTION OF PUBLIC AND PRIVATE OPEN SPACE, AND PORT AND PRIVATE STREETS AT POTRERO POWER STATION

THIS MEMORANDUM OF UNDERSTANDING ("**MOU**") is entered into by and between the PORT OF SAN FRANCISCO ("**Port**"), the SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION ("**DBI**"), and the SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS ("**SFPW**"), all departments of the City and County of San Francisco ("**City**"), for the review, permitting, and construction inspection of open space and infrastructure improvements in and around Potrero Power Station. Port, DBI, and Public Works may each be referred to as a "**Department**" or collectively as the "**Departments**."

RECITALS

A. The City entered into a Development Agreement with California Barrel Company ("**CBC**") dated for reference purposes only as of September 22, 2020 ("**Development Agreement**"). The Development Agreement governs the mixed-use development of the area immediately south of Pier 70, between PG&E's property on the west, the Bay on the east, and 23rd Street on the south, plus certain off-site improvements ("**Project Area**").

B. Development of the Project Area, as relevant to this MOU, includes private open space (on private land), public open space on Port land, private streets (on private and Port land) and Port streets (on Port land). The private and public open space are shown on attached ***Exhibit A***. The private open space, as shown on Exhibit A, is referred to in this MOU as "**Private Open Space**." The public open space, as shown on Exhibit A, is referred to in this MOU as "**Public Open Space**." The private and Port streets are shown on attached ***Exhibit C***. The private streets, as shown on Exhibit C, are referred to in this MOU as "**Private Streets**." The Port streets, as shown on Exhibit C, are referred to in this MOU as "**Port Streets**."

C. Development of the Project Area is governed in part by that certain Public Improvement Agreement by and between CBC and the City, dated as of August 4, 2022, recorded in the official real estate records of the City on September 21, 2022, as Instrument No. 2022088015 (the "**PIA**").

D. Public Open Space includes, as shown on ***Exhibit A***: "**Waterfront Open Space**," "**Structures in Open Space**," and "**Shoreline Improvements**." Private Open Space includes, as shown on ***Exhibit A***: "**Non-Waterfront Open Space on Private Land**" and the "**Rooftop Soccer Field**."

E. The Agencies wish to enter into this MOU to facilitate review, permitting, and construction inspection of the Private Open Space, Public Open Space, Private Streets, and Port Streets by Agencies who may not typically have jurisdiction or responsibility in the relevant areas.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

AGREEMENT

1. **Recitals**. The foregoing recitals are true and correct and are incorporated in this MOU by this reference.

2. **Term**. The term of this MOU will commence on execution by all Departments and will terminate on the earlier of **(A)** completion of all the review, permitting, and construction activities contemplated in this MOU, including Acceptance by the Board of Supervisors or **(B)** the expiration or sooner termination of the Development Agreement.

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3. **Departments' Existing Jurisdiction and Permitting Responsibilities**.
    a. **Port**. The Port has jurisdiction and permitting responsibilities over the real property transferred under the Statutes 1968, ch. 1333, or otherwise acquired or purchased with funds under its control or acquired or purchased by it within the scope of its authority, or otherwise placed under its management, supervision and control.
    b. **Planning**. Planning is responsible for advising other departments commission and agencies on any matter affecting the physical improvement and development of the City and County
    c. **RPD**. RPD manages and directs all parks, playgrounds, recreation centers and all other recreation facilities, avenues and grounds under the RPD Commission's control.
    d. **SFPW**. SFPW is responsible for the design, construction, and improvement of the City's infrastructure and public right of way, and issuing permits for excavation and construction in the public right-of-way. Public Works is also responsible for facilitating Acceptance of public infrastructure by the Board of Supervisors that has been dedicated to the City by 3rd Parties.
    e. **SFPUC**. SFPUC operates and maintains the City potable water, waste water, and electric energy system. The PUC has exclusive charge of the construction, management, supervision, maintenance, extension, expansion, operation, use and control of all water, clean water and energy supplies and utilities of the City as well as the real, personal and financial assets, that are under the Commission's jurisdiction or assigned to the Commission.
    f. **DBI**. DBI is the regulatory building safety agency responsible for overseeing the effective and efficient enforcement of building, mechanical, electrical, plumbing, energy, Green Building, disability access and housing codes for the City.

4. **Departments' Responsibilities under this MOU**. The Departments agree to perform the functions and processes shown in the Review and Permitting Matrices and Flow Charts attached to this MOU as ***Exhibit B*** and ***Exhibit D***.

5. **PIA Security**. Pursuant to the PIA, CBC provided replacement bonds, the forms of which are attached to the PIA as Exhibits J-1, J-2, and J-3 (collectively, the "**Bonds**"). The Bonds were issued in favor of SFPW to secure the completion of Required Infrastructure (as defined in the PIA), including Required Infrastructure on land within Port jurisdiction. Pursuant to this MOU, the parties agree that when reducing the amount of the Bonds in accordance with the PIA at any time during construction or at the time of the Notice of Completion, SFPW will include in the retention an amount equivalent to the estimate for the cost of completion of remaining Required Infrastructure on Port property, including additional amounts to cover contingencies and other costs as recognized in the Subdivision Map Act. Prior to authorizing any bond reduction, SFPW shall consult with the Port Harbor Engineer to determine an appropriate amount of security to be retained for Required Infrastructure on land within Port jurisdiction.

6. **Cooperation**. Subject to the terms and conditions of this MOU, the Departments agree to use their best efforts to do, or cause to be done, all things reasonably necessary or advisable to carry out the purposes of this MOU as expeditiously as practicable.

7. **Modification**. This MOU may only be modified in writing, and may be modified as between relevant departments without needing the consent of the others. In the case of any modification, all departments, even those not needing to consent, will be notified of the changes.

[*Signatures on following page*]

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IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

SAN FRANCISCO PUBLIC WORKS

By: DocuSigned by: Carla Short 073CF73A4EA6486...
CARLA SHORT
Interim Director

Date: 6/14/2023 | 6:51:18 PM PDT

PORT OF SAN FRANCISCO

By: DocuSigned by: Elaine Forbes BD2F0B693FFE43F...
ELAINE FORBES
Executive Director

Date: 6/16/2023 | 1:09:17 PM PDT

SAN FRANCISCO DEPARTMENT OF BUILDING INSPECTION

By: DocuSigned by: Patrick O'Riordan FB28DF53C28F488...
PATRICK O'RIORDAN
Director

Date: 6/16/2023 | 5:04:35 PM PDT

APPROVED AS TO FORM:

DAVID CHIU,
City Attorney

By: DocuSigned by: Austin Yang 58C3451918DD475...
AUSTIN YANG
Deputy City Attorney

Date: 6/14/2023 | 3:14:49 PM PDT

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Exhibit A

Map Showing Private Open Space* and Public Open Space**

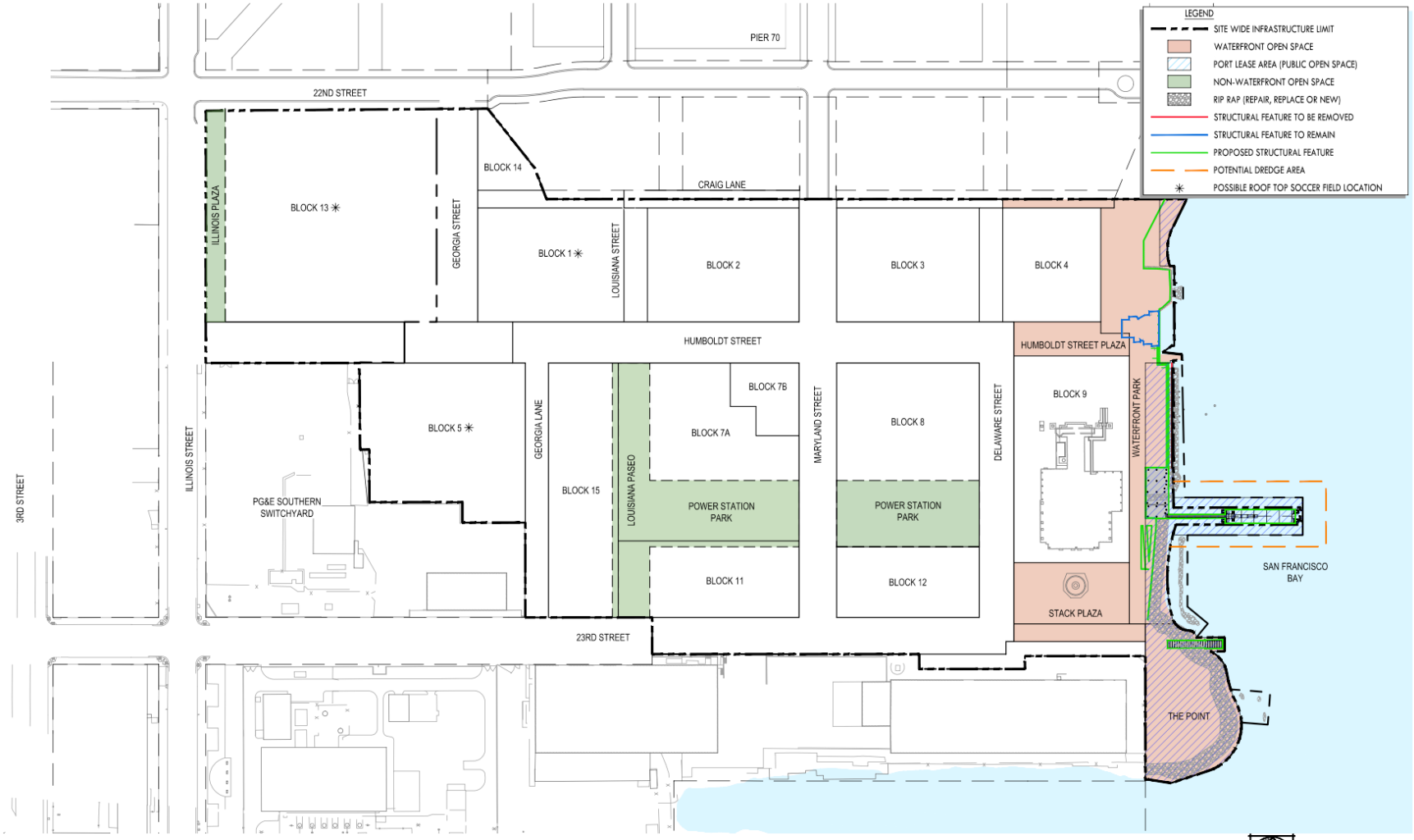


EXHIBIT A: OPEN SPACE & SHORELINE IMPROVEMENTS

* **Private Open Space** includes Waterfront Open Space outside of Port Lease Area and Non-Waterfront Open Space.

** **Public Open Space** includes Port Lease Area (which is a portion of Waterfront Open Space and hatched separately above).

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Exhibit B

Horizontal and Vertical Review, Permitting & Inspection Responsibility Matrices: Open Space

Exhibit B Definitions

- **Schematic Design Review & Approval:** Process for agencies to confirm consistency of schematic design with approved master plan documents (e.g. Design for Development, Infrastructure Master Plan, etc.). Design Review & Approval must be completed before submittal of construction drawings (e.g. Park Plans, Open Space Improvement Plans, Site Permit submittals, Addenda, etc.).
- **Schematic Design Review & Comment:** Process for agencies without approval authority to provide comments directly to agency charged with Schematic Design Review & Approval. Upon referral by agency tasked with Schematic Design Review & Approval, agencies assist in confirming consistency of concept design with approved master plan documents.
- **Construction Drawing Review & Approval:** Process for agencies to confirm consistency of horizontal or vertical construction drawings and specifications with approved conceptual designs. Submittal types include, but are not limited to, Park Plans, Open Space Improvement Plans, Site Permits, and Informational Bulletins (IBs) properly submitted to the appropriate approval agency. Approval culminates in a permit issued to the applicant by the approval agency.
- **Construction Drawing Review & Comment:** Process for agencies without approval authority to provide comments directly to agency charged with Construction Drawing Review & Approval. Upon referral by agency tasked with Construction Drawing Review & Approval, agencies assist in confirming consistency of construction drawings and specifications with schematic design, approved master plan documents, and general engineering standards and practices. Includes the review and approval of any and all permit addendums, drawing revisions, and/or Instructional Bulletins (IBs).
- **Permit Issuance:** Process for agencies with approval authority to formally grant the approval of construction drawings and specifications, which would become the Permit Plans and Specifications, and allow for the commencement of construction.
- **Permit Issuance of Open Space Electrical & Plumbing:** Process for DBI to issue electrical and plumbing permits for private buildings or private open space. As part of the electrical permit inspection process, applicant must obtain a "Green Tag" from DBI in order to energize electrical service. For more information: https://sfdbi.org/onlinepermit.
- **Construction Inspection:** General oversight and monitoring of the construction work in the field to ensure improvements are built according to the approved Permit Plans and Specifications and in general conformance with industry standard safety and engineering practices. For horizontal infrastructure, Public Works may perform this service on behalf of the permitting agency and provide adequate documentation and recommendation to closeout a permit.
- **Construction Management (By City):** Management and monitoring of the overall progress of the construction phase as it relates to a City-issued construction permit, including, but not limited to: review of schedules and work plans, coordination with affected City Departments for inspection, punch list, and sign-offs, review and approval of change orders, management of Requests for Information (RFI), review and approval of permit closeout packages, and issuances of Notices of Completion (NOC) certificates on behalf of the City. For horizontal infrastructure, Public Works may perform this service on behalf of the permitting agency and provide adequate documentation and recommendation to closeout a permit.**Board Acceptance:** Process of compiling and preparing Board Package, taking to the Board of Supervisors, and Recording Documents for all public infrastructure in the parks and open space, as shown in Exhibit XX. For private infrastructure, there is no Board Acceptance process required.

Exhibit B content continues on next page.

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Horizontal Review, Permitting & Inspection Responsibility Matrix: Open Space

	Waterfront Open Space		**Shoreline Improvements within Port Jurisdiction & on Private Land** *(i.e. what actually touches the water or is shoreline protection)*	**Non-Waterfront Open Space** *(all on private land i.e. Power Station Park, Louisiana Paseo, Illinois Plaza.)*
	Port Jurisdiction *(e.g. The Point)*	**Private Land**		
Schematic Design Review & Approval	Planning	Planning	N/A	Planning
Schematic Design Review & Comment	Port, RPD	Port, RPD	N/A	RPD
Construction Drawing Review & Approval	Port, SFPW* *(review and recommend approval)*	DBI, SFPW* *(review and recommend approval)*	Port	DBI, SFPW* *(review and recommend approval)*
Construction Drawing Review & Comment	Port, Planning, RPD, SFPW**, SFPUC***	Planning, RPD, SFPW**, SFPUC***	N/A	Planning, RPD, SFPW**, SFPUC***
Permit Issuance	Port	DBI	Port	DBI
Permit Issuance of Open Space Electrical & Plumbing	Port *(review & approval by DBI via separate, existing MOU w/Port)*	DBI	N/A	DBI
Construction Inspection	SFPW *(on behalf of Port)*	SFPW *(on behalf of DBI)*	Port	SFPW *(on behalf of DBI)*
Construction Management	SFPW *(on behalf of Port)*	SFPW *(on behalf of DBI)*	Port	SFPW *(on behalf of DBI)*
Facilitate Board Acceptance of Public Infrastructure	SFPW	SFPW	N/A	N/A

* SFPW Infrastructure Task Force will manage the overall review process once Port or DBI forwards the design submittal and will review for completeness, circulate for interagency review and comments (based on design scope), and ultimately provide an approval recommendation to the permitting agency.
** SFPW will perform a courtesy review for the permitting agency by the following bureaus: Landscape, Hydraulics, Structural, Electrical, Accessibility (DAC), Streets & Highways (for roadways or parking lots), and BUF (if any proposed trees are in the public ROW but not included in an SIP).
*** SFPUC to review SFPUC Infrastructure only. Privately-owned utilities or utilities owned by other City agencies shall not be reviewed by or under the purview of SFPUC.

Exhibit B content continues on next page.

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Process Flow Chart for Horizontal Review, Permitting, and Inspection of Private and Public Open Space

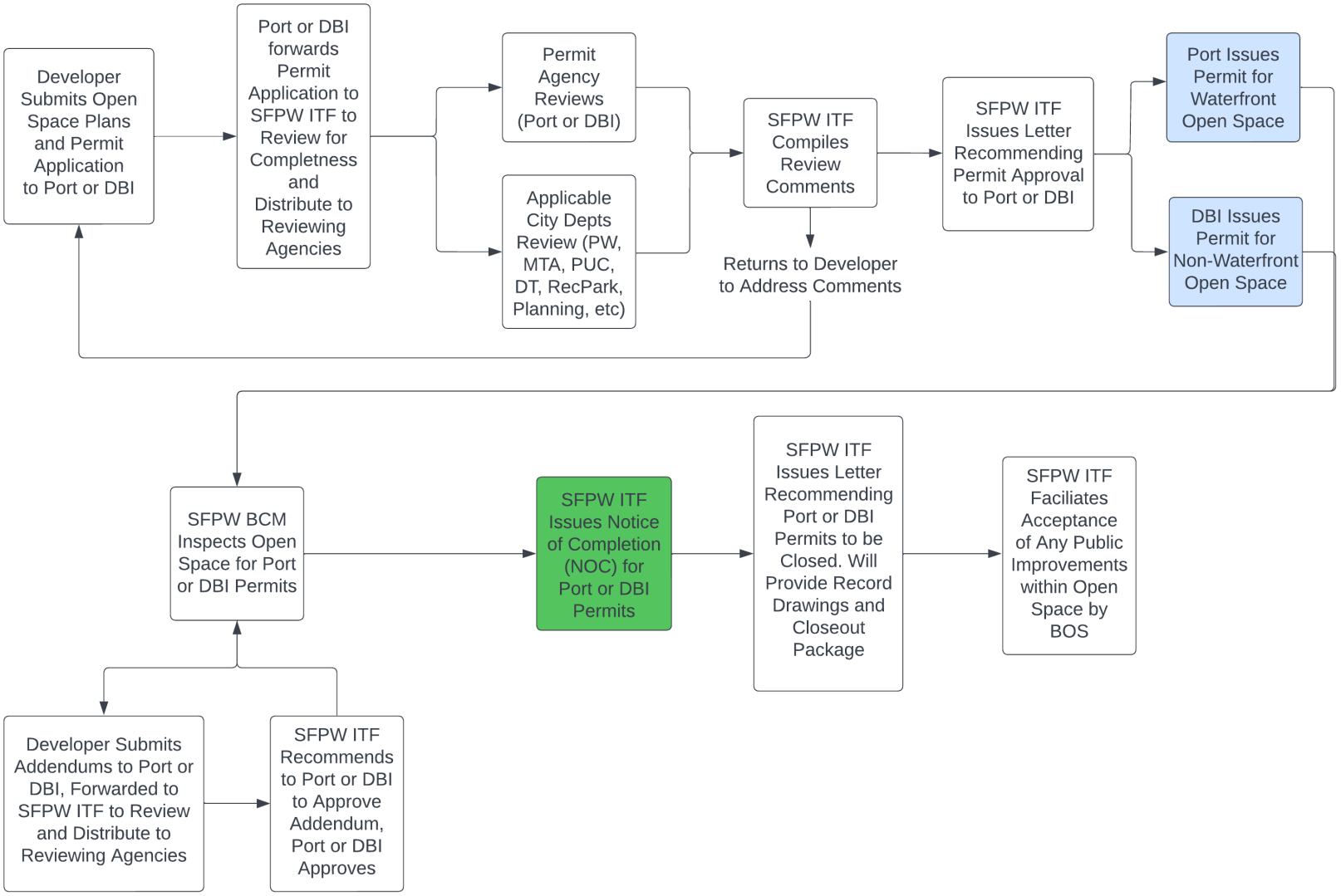


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Vertical Review, Permitting & Inspection Responsibility Matrix: Open Space

	Structures in Open Space *(e.g. retail kiosks, playground equipment etc.)*		**Rooftop Soccer Field** *(with building on Block 1, 5, or 13)*
	Port Jurisdiction	**Private Land**	
Schematic Design Review & Approval	Planning	Planning	Planning
Schematic Design Review & Comment	Port, RPD	RPD	RPD *(recreational elements only)*
Construction Drawing Review & Approval	DBI *(via separate, existing MOU w/Port)*	DBI	DBI
Construction Drawing Review & Comment	Planning, Port, RPD	Planning, RPD	RPD *(recreational elements only)*
Permit Issuance	Port	DBI	DBI
Construction Inspection	DBI, Port	DBI	DBI

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Exhibit C

Map Showing Port Streets, Private Streets*, and Public Streets

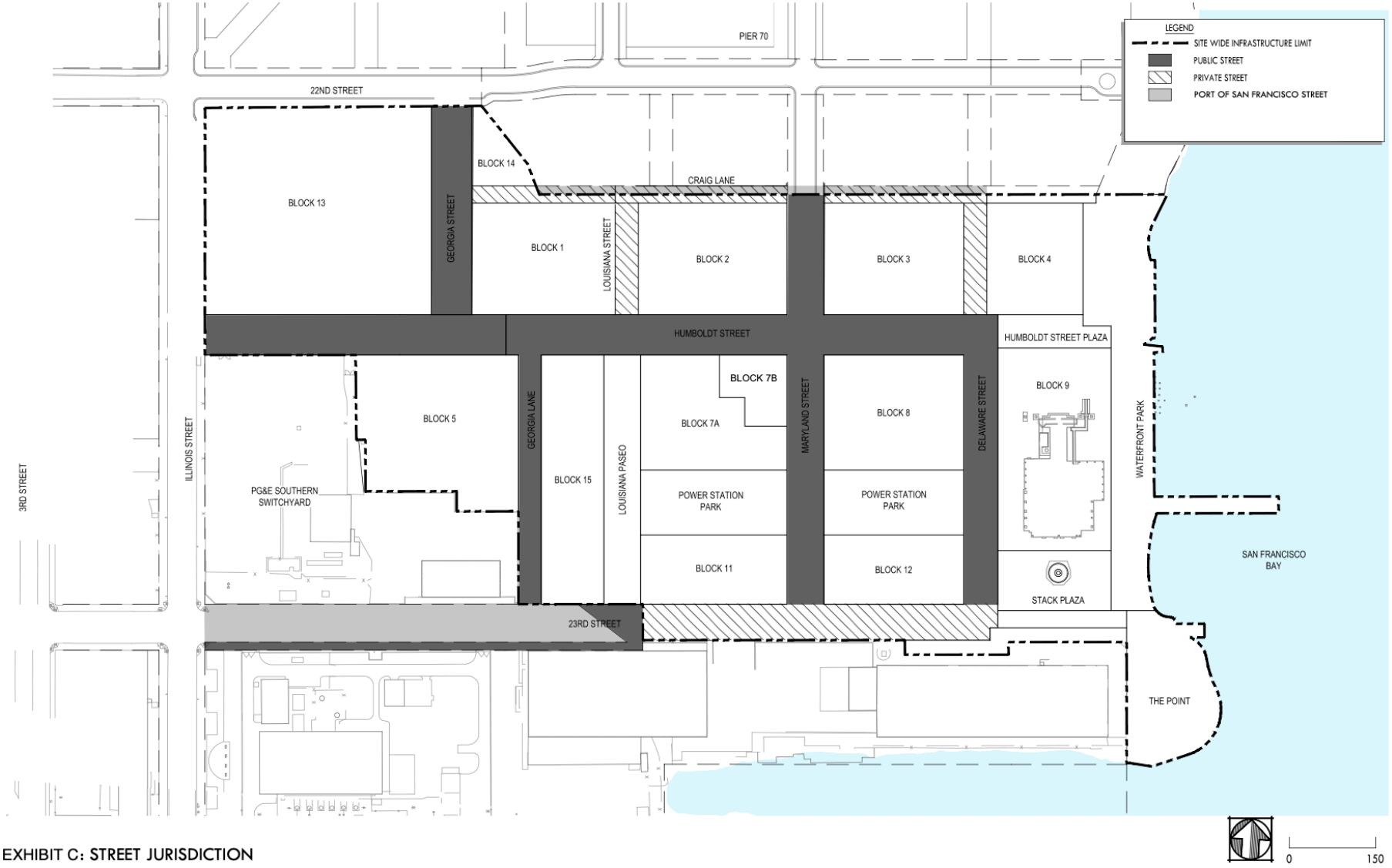


EXHIBIT C: STREET JURISDICTION

* For the purposes of permitting, Craig Lane is treated as a private street. However, because Craig Lane north of the street centerline is within Port jurisdiction, the Port will need to issue the permit for the northern portion of Craig Lane.

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Exhibit D

Review, Permitting & Inspection Responsibility Matrix: Port & Private Streets

Exhibit D Definitions

- **Lead Agency for Submittal Intake and Distribution**: Agency managing the overall review process by intaking the design submittal, reviewing for completeness, circulating for interagency review and comments (based on design scope), and ultimately providing an approval recommendation to the permitting agency (i.e. Port or DBI).
- **Construction Drawing Review & Approval:** Process for agencies to confirm consistency of horizontal or vertical construction drawings with approved conceptual designs as described in the project master plan documents (e.g. Design for Development, Infrastructure Master Plan, etc.). Submittal types include, but are not limited to, Basis of Design (BoD) Street Improvement Plans (SIPs), Site Permits, and Informational Bulletins (IBs) properly submitted to the appropriate approval agency. Approval culminates in a permit issued to the applicant by the approval agency.
- **Construction Drawing Review & Comment:** Process for agencies without approval authority to provide comments directly to agency charged with Construction Drawing Review & Approval. Upon referral by agency tasked with Construction Drawing Review & Approval, agencies assist in confirming consistency of construction drawings with approved conceptual designs as described in the project master plan documents (e.g. Design for Development, Infrastructure Master Plan, etc.). Includes the review and approval of any and all permit addendums, drawing revisions, and/or Instructional Bulletins (IBs).
- **Permit Issuance:** Process for agencies with approval authority to formally grant the approval of construction drawings and specifications, which would become the Permit Plans and Specifications, and allow for the commencement of construction.
- **Permit Issuance of Open Space Electrical & Plumbing:** Process for DBI to issue electrical and plumbing permits for private buildings or private open space. As part of the electrical permit inspection process, applicant must obtain a "Green Tag" from DBI in order to energize electrical service. For more information: https://sfdbi.org/onlinepermit.
- **Construction Inspection:** General oversight and monitoring of the construction work in the field to ensure improvements are built according to the approved Permit Plans and Specifications and in general conformance with industry standard safety and engineering practices. For horizontal infrastructure, Public Works may perform this service on behalf of the permitting agency and provide adequate documentation and recommendation to closeout a permit.
- **Construction Management (By City):** Overall management and monitoring of the overall progress of the construction phase as it relates to a City-issued construction permit, including, but not limited to: review of schedules and work plans, coordination with affected City Departments for inspection, punch list, and sign-offs, review and approval of change orders, management of Requests for Information (RFI), review and approval of permit closeout packages, and issuances of Notices of Completion (NOC) certificates on behalf of the City. For horizontal infrastructure, Public Works may perform this service on behalf of the permitting agency and provide adequate documentation and recommendation to closeout a permit.
- **Board Acceptance:** Process of compiling and preparing Board Package, taking to the Board of Supervisors, and Recording Documents for all public infrastructure in the parks and open space, as shown in Exhibit XX. For private infrastructure, there is no Board Acceptance process required.

Exhibit D content continues on next page.

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Review, Permitting & Inspection Responsibility Matrix: Port & Private Streets

	Port Streets *(i.e. western portion of 23rd Street, portion of Illinois Street at intersection of 23rd Street)*	**Private Streets** *(i.e. eastern portion of 23rd Street, Louisiana Street and Delaware Street north of Humboldt Street, Craig Lane†)*
Lead Agency for Submittal Intake and Distribution	SFPW (for Street Improvement Permit)	SFPW (for Street Improvement Permit)
Construction Drawing Review & Approval	Port, SFPW* *(review and recommend approval through the Street Improvement Permit)*	DBI, SFPW* *(review and recommend approval through the Street Improvement Permit)*
Construction Drawing Review & Comment	SFPW**, Port, Planning, SFMTA, SFPUC***, SFFD, other agency referrals as necessary	SFPW**, Planning, SFMTA, SFPUC***, SFFD, DBI, other agency referrals as necessary
Permit Issuance	Port (Administrative Permit)	Port (Administrative Permit)/ DBI (Administrative Permit)
Construction Inspection	SFPW *(on behalf of Port)*	SFPW *(on behalf of Port/DBI)*
Construction Management	SFPW *(on behalf of Port)*	SFPW *(on behalf of Port/DBI)*
Board Acceptance	SFPW	N/A

* SFPW Infrastructure Task Force will manage the overall review process by intaking the design submittal, reviewing for completeness, circulating for interagency review and comments (based on design scope), and ultimately providing an approval recommendation to the permitting agency.
** SFPW will perform a courtesy review for the permitting agency by the following bureaus: Landscape, Hydraulics, Structural, Electrical, Accessibility (DAC), Streets & Highways (for roadways or parking lots), and BUF (if any proposed trees are in the public ROW but not included in an SIP).
*** SFPUC to review SFPUC Infrastructure only. Privately-owned utilities or utilities owned by other City agencies shall not be reviewed by or under the purview of SFPUC.
† For the purposes of permitting, Craig Lane is treated as a private street. However, because Craig Lane north of the street centerline is within Port jurisdiction, the Port will need to issue the permit for the northern portion of Craig Lane.

Exhibit D content continues on next page.

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Process Flow Chart for Review, Permitting, and Inspection of Public Improvements on Port & Private Streets

