Comment TR-3: I-280 Interchange Operations

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Patricia Maurice, A-Caltrans1-1, and A-Caltrans1-2

Jannette Ramirez, A-Caltrans2-1

"**Interchange Operations**

The proposed development will likely affect operations at the 1-280/25th Street interchange traffic signals. As a result, possible signal timing adjustments may be required. Signal-related work will have to be coordinated, reviewed, and approved by the Caltrans Office of Signal Operations.

Please provide dual-turn lanes at signalized intersections with turning movement demands exceeding 300 vehicles per hour, see current Highway Design Manual (HDM) sections 405.2 and 405.3. Additional through-traffic lanes may also be required if the existing number of through-traffic lanes in each direction cannot accommodate forecasted traffic." (*Patricia Maurice, California Department of Transportation, letter attachment, November 16, 2018 [A-Caltrans1-1]*)

"Based on further review of the information provided to this day, there is no action needed at the I-280/25th Street Interchange (refer to comment on Interchange Operations in the attached comment letter)." (*Jannette Ramirez, California Department of Transportation, email, January 24, 2019 [A-Caltrans2-1]*)

Response TR-3: I-280 Interchange Operations

Caltrans submitted two comments pertaining to interchange operations in their comment letter dated November 16, 2018. The planning department followed up directly with Caltrans for clarification of their comments, and Caltrans submitted a follow-up email on January 24, 2019 retracting their previous request. No response is required regarding operations of the I-280/25th Street interchange.

Comment TR-4: Traffic Congestion

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Sean D. Angles, O-GPR2-5, and PH-Angles-2

J.R. Eppler, O-PBNA2-17

"The 280 freeway is now chronic gridlock from 8am to 8pm during weekdays.

"This Potrero Power Plant development will add hundreds of thousands of new trips to/from the neighborhood." (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-5]*)

"Highlights of the concerns of this DEIR I'd like to talk about are transportation and circulation. This project will be contributing to the traffic gridlock we are experiencing every day in the Eastern Neighborhoods." (*Sean Angles, public hearing transcript, November 8, 2018 [PH-Angles-2]*)

"Traffic congestion is already a fact of life in the area. Third Street is limited in its carrying capacity and cannot be widened. Without adequate transit, traffic on this major artery heading downtown and towards SOMA will only get worse. This will have a profound effect on the community's quality of life and must be considered so that appropriate mitigation measures and alternatives to the Project may be fairly reviewed and proposed for implementation within the context of the DEIR.

"The DEIR considers existing traffic volumes but doesn't include any analysis of projected impacts even though Appendix C contains detailed raw Level of Service ("LOS") data. A discussion of automobile delay impacts under LOS is relevant and should be provided for informational purposes to better determine traffic-related impacts and thus provide a fair analysis of alternatives and inform a more realistic TDM plan." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-17]*)

Response TR-4: Traffic Congestion

As noted in the EIR on p. 4.E-22, the City and County of San Francisco has determined that vehicular congestion is not, by itself, to be used to determine whether a project would have a significant effect on the environment. Therefore, intersection level of service (LOS) analyses are no longer included in analysis of environmental impacts nor are they required to be presented in the EIR for informational purposes. However, the secondary effects of vehicular congestion, in terms of delays to transit, hazards to pedestrians and bicyclists, air pollution emissions, noise, and other environmental topic areas, are still considered.

To the extent the proposed project would generate vehicle trips, the effects of that travel are described and evaluated in the discussion of vehicle miles traveled as part of Impact TR-2 (pp. 4.E-62—4.E-63) and cumulative Impact C-TR-2 (pp. 4.E-89—4.E-90) and in Chapter 9 for the project variant, which were found to be less than significant. The basis and support for the City's adoption of new metrics for traffic analysis is summarized in the EIR on pp. 4.E-21—4.E-22 and presented in the planning department staff memorandum to the San Francisco Planning Commission on March 3, 2016. See also the Office of Planning and Research revised draft CEQA Guidelines, cited in footnote 21 on EIR p. 4.E-35.

As noted above, the environmental effects of vehicular traffic and traffic congestion on other travel modes are discussed in the EIR. Specifically, intersection operations analyses were used to calculate the impact of the additional vehicular traffic on transit travel times. The effects of

project-generated vehicles and congestion on transit operations are evaluated in Impact TR-5 (pp. 4.E-69—4.E-74) and cumulative Impact C-TR-5 (pp. 4.E-93—4.E-94), which were found to be significant. Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay (pp. 4.E-72—4.E-74), would require the sponsor to adjust the proposed project's TDM Plan and implement measures to limit the number of project-generated vehicles to specified levels for each phase of development to mitigate impacts on bus operations. However, even with a reduction in the number of vehicle trips generated by the proposed project or project variant, impacts to bus operations would remain significant and unavoidable.

The effects of additional vehicular traffic and congestion on people walking are discussed in Impact TR-7 (pp. 4.E-76—4.E-78) for the proposed project and in Chapter 9 for the project variant. The analysis concludes that impacts would be less than significant within the project site and nearby, however, a significant impact could result at the intersection of Illinois Street/22nd Street, which currently does not have a traffic signal (this intersection is planned to be signalized as part of the nearby Pier 70 development project). Implementation of Mitigation Measure M-TR-7 (p. 4.E-78), Improve Pedestrian Facilities at the Intersection of Illinois/22nd Street, would address the access and safety deficiencies for people crossing at this intersection, and would reduce the project's impacts to less than significant. The effects of additional vehicular traffic and congestion on people bicycling are discussed in Impact TR-8 (pp. 4.E-78 – 4.E-80) for the proposed project and in Chapter 9 for the project variant, and were found to be less than significant. The effects of project traffic following build-out of the site on air quality are discussed in EIR Section 4.G, Impact AQ-3 (pp. 4.G-47 – 4.G-51), and the effects of project traffic on noise are discussed in EIR Section 4F, Impact NO-8 (pp. 4.F-63– 4.F-67). For both impacts, implementation of Mitigation Measure M-TR-5 (described above) and a reduction in the number of vehicle trips generated by the proposed project or project variant is considered among other feasible mitigation measures to reduce both air quality and noise impacts, but in both cases, the EIR determined that the impacts would remain significant and unavoidable even with mitigation.

The identified significant and unavoidable impacts related to transit delay, noise, air quality, as well as those significant and unavoidable impacts not related to project travel demand on wind and historic resources were used to inform development of the seven alternatives to avoid or lessen the significant impacts of the proposed project or project variant. The impact analysis of the seven alternatives are presented in Chapter 6 of the EIR.

Comments relating to observations of existing traffic congestion are noted. Comments relating to the amount of vehicle traffic generated by the proposed project, and the associated effects on quality of life and convenience are comments on socio-economic effects and on the merits of the proposed project and are not related to environmental impacts under CEQA. Such comments may be taken into account by decision-makers in their consideration of project approvals.

See Response TR-2 regarding travel demand generated by the proposed project. As presented in Table 4.E-9: Proposed Project Person Trip Generation by Land Use and Time on EIR p. 4.E-43, the project would generate 93,609 person-trips to and from the project site by all modes of travel (e.g., by auto, transit, walking, bicycling) on a daily basis, and not hundreds of thousands of new trips as stated in a comment. Furthermore, as noted in Response TR-2, based on updated trip

generation rates contained in the recently-published 2019 SF Guidelines, the number of vehicle trips generated by the proposed project would be less than analyzed in the EIR, and therefore project impacts would be less.

Comment TR-5: Transit Impacts

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Sean D. Angles, O-GPR2-4, O-GPR2-6, and PH-Angles-4
J.R. Eppler, O-PBNA2-7, O-PBNA2-9, and O-PBNA2-13

"• Project will substantially increase transit demand that could not be accommodated by public transit. Predictably, the result is substantial transit delays and unaffordable public transit operating costs that cannot be mitigated to less than significant levels.

"• Proposed improvements to public transit are uncertain, as is obtaining adequate funding in current government budget trends. Improvements will require discretionary approvals by the SFMTA and other agencies.

"The cumulative impacts of the newly approved Warrior Stadium, UCSF Hospital, ATT Park and the accelerating overdevelopment around Potrero Hill and Dog Patch are already overwhelming the existing public transportation infrastructure along Third Street, which is the only major transportation connection connecting Potrero Power Plant to our city." (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-4]*)

"I urge the project sponsor to fund creative solutions such as an **aerial cable-propelled transit system** —as considered in Brooklyn, Washington, Chicago, San Diego, Seattle, Cleveland, Cincinnati, Buffalo, Baton Rouge, Austin, Tampa Bay, Miami, and as already existing in Mexico, Brazil, Bolivia, Colombia, the Dominican Republic, Ecuador, Peru and Venezuela— that could complement the traditional MUNI ground networks of buses and streetcars.

"An aerial system could be a "temporary" remediation that is removable after sufficient conventional transit improvements are afforded by MUNI.

"To service new Potrero Power Plant residents and workers, I would propose an aerial cable-propelled gondola transit system from Embarcadero BART > ATT Ballpark > Warriors > Potrero Power Plant > Caltrain 22th Street Station. 3 mile over 32 towers traveled in 17 minutes.

"A similar 3 miles aerial cable-propelled system in Mexico City opened in 2016 was constructed for $26 million.

"Highlights of the "Mexicable" aerial system in Mexico City:

- 3,000 passengers per hour each direction
- Zero CO2 emissions
- "Two stations will house daycare centers for children of working parents"

- A ticket costs eight pesos (43 cents)

"Here are more examples of aerial cable-propelled transit systems:

10 Urban Gondolas Changing the Way People Move

http://www.curbed.com/2016/7/25/12248896/urban-gondolas-cable-cars-cities

https://www.wsj.com/articles/uphill-climb-cities-push-gondolas-on-skepticalcommuters-1465237251

http://www.chicagotribune.com/news/local/breaking/ct-sky-gondolas-chicago-rivermet-0505-20160504-story.html

https://archpaper.com/2016/05/chicago-skyline-gondola-proposal/#gallery-0-slide-0

http://www.chicagotribune.com/news/local/breaking/ct-sky-gondolas-chicago-rivermet-0505-20160504-story.html" (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-6]*)

"This project will substantially increase transit demand that could be not be [*sic*] accommodated by extension of public transportation. The streets just aren't there to get people in and out of the project, regardless, along Third Street.

"Predictably, the result is substantial transit delays and unaffordable public transportation operating costs that cannot be mitigated to anything less than significant deteriorating levels.

"The proposed improvements to public transit are uncertain, and obtaining, as we know, adequate funding for -- in the current government budget trends for public transportation is uncertain. Improvements will require discretionary approvals by the SFMTA.

"I encourage the Planners to urge Muni to look at something a little bit more creative, such as where Mexico City has the Mexicable. Those are aerial cable-propelled gondolas that can transport people over Third Street. The three miles, if we can have an extension along Third, the Embarcadero, that three miles can be traversed in 17 minutes by aerial cable, and it can move 3,000 passengers in each direction every hour." (*Sean Angles, public hearing transcript, November 8, 2018 [PH-Angles-4]*)

"II. Transportation and Circulation

"Although the DEIR admits that the Proposed Project would result in substantial increases in transit demand and substantial delays to transit or operating costs that could not be mitigated, the inaccurate and inadequate analysis probably means that the actual impacts are far worse than stated. Additional analysis is necessary.

"Mitigations that rely on proposed improvements to public transit are uncertain, as is the availability of adequate funding. As noted in the DEIR, these improvements "are outside of the control of the project sponsor" and will require discretionary approvals by the San Francisco Municipal Transportation Agency ("SFMTA") and other agencies, as well as funding to operate

at increased frequencies. Sources for full funding have yet to be identified and it is unlikely they will be identified prior to the certification of the EIR.

"No reliable transportation options to downtown San Francisco from the project site currently exist. The effectiveness of planned improvements such as the new 55 Dogpatch and the Central Subway remain uncertain.

"We do know that the system is already near capacity on lines serving the area. As noted in the DEIR (4.E-10) the T-Third is already at or beyond capacity (103.7% outbound during a.m. peak; 119.2% inbound and 98.7% outbound during p.m. peak) during the peak hours.

"*T-third has never lived up to its promise*" as reported recently in the San Francisco Chronicle: https://www.sfchronicle.com/bayarea/article/The-T-line-never-lived-up-to-its-promise-Now-13306888.php.

"SFMTA data from July 2018 provides ample evidence that MUNI service is unreliable and getting worse. The 22 Fillmore had an on-time arrival only 57% of the time, for the 48 Quintara it was 31%, and the T-Third was on time only 14% of the time.

"A Civil Grand Jury Report on the Port of San Francisco in 2014 stated that:

> *The City's transportation plans so far have not provided a solution, and its planning for increased traffic resulting from new development would not resolve the current situation but would only attempt to mitigate additional transportation needs. It is critically important that any waterfront future development place heavy emphasis on transportation needs in practice as well as in theory. Adding additional parking, for example, assures additional roadway traffic.*
>
> *The current transportation system of light rail and vehicular traffic is inadequate. The Embarcadero has been closed to traffic entirely in order to accommodate special needs such as cruise ship passengers arriving or departing. Other events along the waterfront may also result in lengthy backups. Of greater concern, there are times when emergency service vehicles cannot use the roadbed but must instead drive on the light rail tracks."*

(J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-7])

"Although a ferry and water taxi landing is planned at Mission Bay, the possibility of providing a water taxi landing at the Power Station has also been mentioned. If this is a serious proposal that could effectively mitigate some transportation impacts, it should be analyzed in the final EIR, and formalized in the Development Agreement, Design for Development ("D4D") and Transportation Demand Management ("TDM") plans." *(J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-9])*

"Additional transit analysis that uses accurate data with realistic projections must be provided and funding sources need to be in place before the project is entitled." *(J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-13])*

Response TR-5: Transit Impacts

Some comments state that the transit analysis is inaccurate and inadequate, and that impacts would be worse than disclosed in the EIR, but do not provide specific examples of how the analysis is inaccurate or inadequate. The transit impact analysis methodologies for the transit capacity utilization and transit operations analyses are presented on EIR pp. 4.E-38 and 4.E-39. The analyses were based on the established methodologies used in assessing transit impacts for development projects in San Francisco, and used the most current information available from the SFMTA, field data collection conducted as part of the EIR, as well as projected project travel demand for transit and vehicle trips. The input into the analyses and analysis result were reviewed by city agencies, and were determined to accurately reflect existing and future conditions. Therefore, the transit impact analysis presented in the EIR adequately addresses project impacts, and additional analysis is not required. In addition, see Response TR-2 for more information regarding travel demand methodology and analysis. As noted in Response TR-2, based on updated trip generation rates contained in the recently-published 2019 Guidelines, the number of trips by all modes of travel would be less than analyzed in the EIR, and therefore project impacts would also be less.

The transit impact analysis is presented in Impact TR-4 through Impact TR-6 on EIR pp. 4.E-66 – 4.E-76 for existing plus project conditions, and in Impact C-TR-4 through Impact C-TR-6 on EIR pp. 4.E-91 – 4.E-96 for cumulative conditions, and are presented in Chapter 9 for the project variant. The cumulative impact analysis took into account the cumulative development and transportation projects in the area noted in a comment. The transit impact analysis included impacts of additional transit ridership generated by the proposed project on local and regional transit providers, as well as the impact of the additional vehicles generated by the project on transit operations in terms of increases to transit travel times. The analysis for the proposed project and project variant found that the additional project ridership on the 22 Fillmore and the 48 Quintara/24th Street bus routes would result in capacity utilization exceeding the SFMTA's standards for crowding, and that the additional vehicles generated by the proposed project would substantially increase bus travel times. The project would result in significant project and cumulative impacts related to Muni transit capacity utilization (ridership) and bus operations, and mitigation measures were identified. Implementation of the proposed project or project variant, however, would not have significant impacts on the T Third or regional transit capacity utilization or operations.

Two mitigation measures — Mitigation Measures M-TR-4, Increase Capacity on the Muni 22 Fillmore and 48 Quintara/24th Street Routes, and Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay — were identified to mitigate the significant project impacts on transit.

- Mitigation Measure M-TR-4 would require the project sponsor to provide capital costs to the SFMTA to allow for increased transit capacity on bus routes serving the project vicinity. While the project sponsor would be required to provide funding for capital costs of additional buses (or other options as identified by the SFMTA in the mitigation measure), SFMTA would need to allocate funding to operate increased frequencies on the affected routes.

- Mitigation Measure M-TR-5 would require the sponsor to implement TDM measures to limit the number of project-generated vehicles to specified levels for each phase of development to mitigate impacts on bus operations.

A comment states that funding sources need to be in place before the proposed project is entitled. However, as stated on EIR pp. 4.E-67 and 4.E-68, public agencies subject to CEQA cannot commit to implementing any part of a proposed project, including proposed mitigation measures, until environmental review is complete. Thus, while the SFMTA has reviewed the feasibility of the options described below, implementation of these options cannot be assured prior to certification of this EIR. Because certification of the Final EIR must occur prior to project approval by the Planning Commission, funding sources for the additional service cannot be in place prior to project entitlement.

One comment states that there currently is no reliable transportation option to downtown from the project site. Muni service between the project site and downtown is provided by the T Third light rail line that runs along Third Street. As described on EIR p. 4.E-8 and presented on Figure 4.E-2 on p. 4.E-7, the T Third light rail operates in a semi-exclusive center median right-of-way with center platform stops at 20th and 23rd streets. The T Third light rail service is scheduled to run every eight minutes during the a.m. and p.m. peak periods. The T Third light rail line operations in terms of passenger crowding on the train approach capacity in the direction towards downtown during the a.m. peak hour (with the greatest number of passengers on the train at the Van Ness station), and both towards and away from downtown during the p.m. peak hour (with the greatest number of passengers on the train at the stop on The Embarcadero at Harrison Street). However, this service would be revised when the Central Subway service is initiated, and additional capacity would be provided (i.e., increased service frequencies and two-car trains). The service characteristics and additional capacity that would be provided by the Central Subway is currently known by the SFMTA. Implementation of the Central Subway would provide additional capacity at the maximum load point and would address the near-capacity conditions cited in the comment and disclosed in the EIR for the existing T Third operations at the maximum load point[6]. Because the Central Subway project will be completed in 2019, before any of the proposed project land uses are built out and occupied, the additional service on the T Third was considered in the transit analysis for the proposed project.

In addition, the Port of San Francisco and the SFMTA contested in writing the findings of the report prepared by the San Francisco Civil Grand Jury in June 2014. In a letter dated August 15, 2014, the Port cited the creation of the Waterfront Transportation Assessment in 2012 as an example of coordination between the Port, SFMTA, other public agencies, development project sponsors, and community stakeholders on transportation and land use planning and identifying transportation options to respond to demands associated with future growth. Similarly, on August 12, 2014, the SFMTA acknowledged that future growth along the waterfront would add new demands on the transportation network; however, the SFMTA wholly disagreed with the

6 Maximum load point refers to the stop along the specific transit route where the transit vehicle has the greatest passenger demand.

statements that transportation along the waterfront did not meet its needs and that the SFMTA was not addressing development on Port lands.

The cumulative transit analysis assumed implementation of a new route that would replace portions of the 22 Fillmore currently serving Potrero Hill and the Dogpatch (referred to as the 55 Dogpatch in a comment, and referred to in the EIR as Route XX). The new 55 Dogpatch route will be an extension of the existing 55 16th Street route. The SFMTA has been working with the community on the Dogpatch-Central Waterfront Transit Connections Study and the Muni Forward 16th Street Improvement Project to identify the route and service plan for the new 55 Dogpatch route. Implementation of the new route is anticipated to be in 2019.[7]

Comments on the quality of Muni service in the Potrero Hill area and vicinity are noted. As described above, both the 55 Dogpatch/Route XX route and the Central Subway project would enhance transit service in the project vicinity.

Implementation of an aerial cable-propelled transit system, such as that suggested in a few comments, would require a network of towers and stations that would require major citywide planning and coordination. Such an undertaking is beyond the scope of an individual project or a single project sponsor. The comments and website links will be forwarded to the SFMTA for its consideration. As described on EIR p. 4.E-57, other transit service, such as expansion of ferry and water taxi facilities and service are being pursued by the Port of San Francisco and the Water Emergency Transportation Authority (WETA) to enable regional water-based public transportation, to support current and future travel demand, and reduce vehicle trips.[8]

Comment TR-6: Loading Impacts

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Rick Hall, O-CAN-3
Sean D. Angles, O-GPR2-9, and PH-Angles-7
J.R. Eppler, O-PBNA2-18

"The transportation study uses outdated data and is invalid

"The package delivery factors used are off by a factor of 100." (*Rick Hall, Cultural Action Network, email, November 19, 2018 [O-CAN-3]*)

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7 Available: https://www.sfmta.com/projects/55-dogpatch

8 City and County of San Francisco, Mission Bay Ferry Landing and Water Taxi Landing, Final Mitigated Negative Declaration, June 18, 2018. Planning Department Case File No. 2017-008824ENV.

"(5) DELIVERY VEHICLE LOADING IMPACTS

"The Loading Demand analysis is not accurate. Delivery vehicle impacts are vastly understated by reliance on the outdated 2002 SF Guidelines that show only 81 daily delivery trips for 2682 residential units (or .03 deliveries per 1000 gsf)." (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-9]*)

"We haven't talked about delivery of vehicle loading impacts." (*Sean Angles, public hearing transcript, November 8, 2018 [PH-Angles-7]*)

"The Loading Demand analysis doesn't recognize potentially significant impacts and should be redone. Delivery vehicle use is vastly understated by reliance on the outdated *2002 SF Guidelines.* For example the DEIR states that there would be 80 deliveries a day for 2,622 units. Analysis in Appendix C shows 81 daily delivery trips for 2,682 residential units (or .03 deliveries per 1000 gross square feet). This amounts to roughly 3 deliveries per day for 100 units. No doubt this is because the SF Guidelines use studies done in the *Center City Pedestrian Circulation and Goods Movement Study (Wilbur Smith & Associates for San Francisco Department of City Planning)* which was published in September 1980.

"In the age of Amazon, Blue Apron, Caviar and a host of other delivery dependent services, reliance on 1980 loading demand data is extraordinarily misplaced." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-18]*)

Response TR-6: Loading

The impact of the proposed project on loading is presented in Impact TR-9, on EIR pp. 4.E-80 through 4.E-83; it includes a discussion of truck and service vehicle loading demand, accommodation of loading demand, move-in and move-out activities, and passenger loading/unloading activities. Analysis of the project variant is presented in Chapter 9. The analysis determined that the proposed project or project variant would adequately accommodate both commercial vehicle and passenger loading demand within onsite facilities and within on-street facilities within the project site, and loading impacts would be less than significant.

As described in Impact TR-9, the proposed project would provide both off-street loading spaces (i.e., truck loading docks) and on-street commercial loading spaces to support the commercial vehicle loading demand. A total of 54 loading spaces would be provided, of which 20 standard truck loading spaces would be within buildings and 34 commercial loading spaces would be located on-street within the project site. A minimum of one truck loading space would be provided within each building, with the larger residential buildings on Blocks 1, 7, and 13 containing two onsite loading spaces. The buildings on Blocks 2 and 3, envisioned to house laboratory/life sciences uses may include more and larger onsite truck loading docks, with larger loading dock entries to accommodate the larger trucks associated with these uses. In addition, the potential supermarket use on Block 5 may include more and larger loading docks to accommodate the specific delivery and trash removal needs. As described in Chapter 9, the project variant would provide 54 commercial loading spaces similar to the proposed project.

The *SF Guidelines* methodology for estimating truck and service vehicle loading demand assesses whether the peak loading demand could be accommodated within the proposed facilities, and considers the loading demand for the nine-hour period between 8 a.m. and 5 p.m. The loading demand does not take into account delivery trips that occur during the early morning (i.e., trash removal) or late in the evening (e.g., restaurant food delivery). These types of delivery trips are typically not accommodated onsite and generally occur outside of the peak commute periods when the number of pedestrians, bicyclists, transit and other vehicles is lowest. The use of the SF Guidelines rates for estimating loading demand is the best available information to estimate the demand for loading spaces during the peak hour of loading activities; the loading demand calculations were not modified in the 2019 SF Guidelines.

The comment that states that the package delivery factors are off by a factor of 100 is not accompanied with evidence supporting this claim. Buildings with multiple units, such as those in the proposed project, multiple residents are served with a single delivery trip (e.g., UPS delivers multiple packages to one building address at one time). For example, surveys of loading operations conducted in 2017 at the NEMA building at 8 Tenth Street (754 residential units and 12,500 square feet of ground floor retail) in San Francisco found that there were 14 trucks delivering a total of 365 packages. Thus, on average, there were 26 packages per truck delivery.[9]

As stated on EIR p. 4.E-29, the project would have a significant effect on the environment if it would result in a loading demand during the peak hour of loading activities that could not be accommodated within the proposed onsite off-street loading facilities or within convenient on-street loading zones, and if it would create potentially hazardous conditions affecting traffic, transit, bicycles, or pedestrians, or significant delays affecting transit. As stated on EIR p. 4.E-81, during the peak hour of daytime loading activities, the project is projected to generate a demand for 42 loading spaces. As noted above, the proposed project would provide 54 loading spaces, which would exceed the estimated demand during the peak hour of loading activities by 12 spaces. As described in Chapter 9, the project variant would also provide 54 onsite and on-street loading spaces, which would exceed the estimated demand during the peak hour of loading activities by 11 spaces. Thus, even if there were more deliveries than estimated in the EIR, the loading supply for the proposed project or project variant could accommodate them.

At other times the demand for loading spaces would be less, and thus the number of loading spaces available during the non-peak hours of loading activities would be greater. Therefore, adequate loading supply would be available even if the number of truck trips to the site were to increase during the peak hour of loading activities or during non-peak hours. The proposed onsite and on-street loading facilities for the proposed project or project variant would be sufficient to accommodate the estimated loading demand.

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[9] CHS Consulting, 10 South Van Ness Avenue Development – Supplemental Transportation Study Memorandum – October 2018.

Comment TR-7: Transportation Mitigation Measures

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Patricia Maurice, A-Caltrans1-4
Commissioner Richards, PH-Richards-2

"Lead Agency

"As the Lead Agency, the City of San Francisco is responsible for all project mitigation, including any needed improvements to the STN. The project's fair share contribution, financing, scheduling, implementation responsibilities and Lead Agency monitoring should be fully discussed for all proposed mitigation measures." (*Patricia Maurice, California Department of Transportation, letter attachment, November 16, 2018 [A-Caltrans1-4]*)

"The other thing that is interesting from a transportation point of view that I actually really like is the fact that the project sponsor is going to fund capital -- expenditures for Muni to buy new buses, actually bringing people in and out of the new project that going to be metered based on the percent growth. I think that's an innovative and great thing. However, the issue that I have with that is there's no operating funds dedicated to that. So it's some mitigation measure that's not backed up by money to actually run the things. That concerns me. I think there needs to be coordination with MTA." (*Commissioner Richards, public hearing transcript, November 8, 2018 [PH-Richards-2]*)

Response TR-7: Transportation Mitigation Measures

None of the project's planned improvements or mitigation measures in the EIR would occur on Caltrans right-of-way, and therefore, there is no need to identify the project's fair share contribution, financing, scheduling, or implementation responsibilities for any projects on Caltrans right-of way.

The commenter is correct in stating that Mitigation Measures M-TR-4, Increase Capacity on the Muni 22 Fillmore and 48 Quintara/24th Street Routes (pp. 4.E-68 through 4.E-69), would enable the SFMTA to provide additional buses to accommodate increased ridership demands generated by the proposed project. As stated in the mitigation measure on EIR p. 4.E-68, the SFMTA would need to identify funding to pay for the additional operating costs associated with operating increased service made possible by the increased bus fleet, and the planning department did coordinate with SFMTA in the developing and determining the feasibility of this mitigation measure. However, as stated on EIR p. 4.E-69, due to the uncertainty at this time of the SFMTA obtaining funding for operating costs for increased service, the impact of the proposed project on transit would remain significant and unavoidable with mitigation.

Comment TR-8: Proposed Project TDM Plan

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

J.R. Eppler, O-PBNA2-12

"The TDM Plan for the project is not adequate and once build-out begins, there will be a significant time lag between annual transportation monitoring reports and any required increase in TDM measures, allowing 30 months to improve performance. At the end of the 30 months there would be another opportunity to demonstrate improvements. As a result several years could pass before effective measures would be implemented." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-12]*)

Response TR-8: Proposed Project TDM Plan

The commenter does not specify why the TDM Plan is not adequate and may be confusing the implementation of Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay, with the implementation of the proposed project's TDM Plan. As described in Chapter 2, Project Description, p. 2-29, finalization and implementation of a TDM Plan approved by the planning department and SFMTA is included as part of the proposed project to support sustainable land use development. A working draft of the TDM Plan is included in the EIR in Appendix C. The draft TDM Plan includes measures that are consistent with measures identified as part of the TDM Program Standards Appendix A, as well as additional TDM strategies specific to the project. The draft TDM Plan includes TDM measures to prioritize pedestrian and bicycle access and implement measures to encourage alternative modes of transportation and to support a dense, walkable, mixed-use, transit-oriented development that prioritizes safety. The TDM measures within the proposed TDM Plan are summarized on EIR pp. 4.E-33—4.E-34.

The Potrero Power Station draft TDM Plan is currently being refined and will include additional details regarding each measure, as well as the implementation, monitoring and reporting program for the TDM Plan, and the TDM Plan would also be applicable to the project variant. This draft TDM Plan will be reviewed and approved by the SFMTA and the planning department prior to the Planning Commission's taking an approval action on the project. The final TDM Plan will be attached to the project's development agreement that would require approval by the San Francisco Board of Supervisors. Based on similar TDM plans for large development projects, such as the Pier 70 and India Basin developments, implementation of the physical elements of the project's TDM Plan would be initiated prior to issuance of the first certificate of occupancy. Annual monitoring of the daily and p.m. peak period vehicle trips would be initiated within one year of issuance of the project's first certificate of occupancy. Thus, the physical TDM measures included in the project's TDM Plan would be in place at the initiation of occupancy of the first phase of the proposed project, and performance of the TDM Plan would be monitored annually.

The 30-month period that the commenter refers to is not related to the monitoring requirements of the TDM Plan, but instead refers to the additional monitoring requirement included as part of Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay (EIR pp. 4.E-72 through 4.E-74). This mitigation measure specifies a standard that limits the number of project-generated vehicle trips during the p.m. peak hour to a maximum of 89 percent of the EIR-estimated values of each of the phases of project development. The mitigation measure requires that, if the number of vehicles traveling to and from the project site exceeds the amount specified for the phase, the project sponsor shall implement additional measures to achieve the standard. The project sponsor then has 30 months to demonstrate that the additional implemented measures provide a reduction in vehicle trips that allows the project to meet the performance standard. The 30-month period identified in the mitigation measure to demonstrate effectiveness of any additional measure(s) was selected because it provides sufficient time for the new measure(s) to become effective. This requirement would not replace the annual monitoring of the TDM Plan.

Comment TR-9: Proposed Project Shuttle Service

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

J.R. Eppler, O-PBNA2-8

"The full details and extent of the Proposed Project's private shuttle service, as well as coordination with the Pier 70 shuttle, have not been determined so it is impossible to gauge its effectiveness in supplementing public transit." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-8]*)

Response TR-9: Shuttle Service

The proposed project's shuttle service is a key component of the project's TDM Plan, and it was developed in coordination with the SFMTA and the planning department. Adequate information on the proposed shuttle operations (e.g., route, stops, hours of operation, service frequency during the peak hours, as presented on EIR p. 2-29 and p. 4.E-31) was provided by the project sponsor, and therefore the shuttle service was considered as part of the proposed project (i.e., it was not a mitigation measure) and was included in the travel demand estimates and transportation impact analysis. Prior to implementation of shuttle operations, the shuttle program would be reviewed by the SFMTA and the planning department as part of the TDM Plan review so that the shuttle operations are implemented considering the transportation network conditions at that time (e.g., location of stops, streets that the shuttle runs on, and hours of operation). The proposed shuttle service would also be applicable to the project variant.

As stated on EIR p. 4.E-31, when the proposed project roadway network connects with the planned Pier 70 Mixed-Use District project's street network, it may be possible to connect the project's shuttle service with the shuttle service that the Pier 70 Mixed-Use District project will provide. However, the project impact analysis assumed that the proposed project shuttle service would be provided regardless of similar service planned for the Pier 70 development site, and did not assume integration with the planned Pier 70 shuttle. The timing of possible integration with the Pier 70 shuttle would depend on the actual buildout of the transportation network within the project site and at the Pier 70 project site, and in particular construction and connection of Maryland Street on both sites. Within the project site, the segment of Maryland Street that connects with the Pier 70 site would be constructed as part of the third phase of project construction, which for the proposed project would occur between 2025 and 2028 (see Figure 2-25, Proposed Project Phasing Plan, on EIR p. 2-51 and Table 2-2, Approximate Construction Schedule by Phase, on EIR p. 2-52) and for the project variant would occur between 2026 and 2029 (see Chapter 9, Figure 9-23, Project Variant Construction Phasing Plan and Table 9-3). Any changes to the proposed shuttle service, including integration with the Pier 70 shuttle, would need to be reviewed and approved by SFMTA and the planning department as part of the project's TDM Plan review that would occur prior to each phase of development. Items for consideration by the SFMTA and the planning department in determining whether the shuttle services should be integrated would include, but would not be limited to, the actual shuttle operations at that time, actual and projected ridership levels, and status of possible extension of Muni route(s) into the sites, such as the planned 55 Dogpatch route. Please see Chapter 9, Project Variant, in this Responses to Comments document for the project variant's proposed transit shuttle plan, which would also include an interim shuttle stop on 23rd Street to be used until the Muni 55 Dogpatch service begins.

Shuttle bus service is identified in the City's TDM Program Standards Appendix A[10] as a high occupancy vehicle measure, and is among the TDM measures that are most effective in supporting sustainable transportation in San Francisco. Development projects providing shuttle bus service would encourage residents, visitors, tenants and employees to use sustainable transportation options, and may also indirectly encourage trips by public transit by offering first and last-mile connections, which enable residents, visitors, tenants and employees to make longer transit-based trips. Free shuttle services, such as the one proposed for the project, have been implemented as part of numerous projects in San Francisco (e.g., the Mission Bay TMA shuttles, UCSF shuttles) and have demonstrate their effectiveness in reducing vehicle trips, encouraging transit use, and supplementing existing Muni routes.[11]

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[10] San Francisco TDM Program Standards Appendix A, June 2018. Available at: http://default.sfplanning.org//tdm/TDM_Measures.pdf

[11] Review of the Mission Bay Transportation Management Agency (TMA) transportation surveys conducted in 2012, 2013 and 2014 as part of the Event Center and Mixed-use Development at Mission Bay Blocks 29-32 EIR indicated a transit mode (including TMA shuttles) of more than 60 percent while the transit mode for the SF Guidelines Superdistrict 3 in which the site is located in was 20 percent. (Event Center and Mixed-use Development at Mission Bay Blocks 29-32 SEIR, Appendix TR, page TR-41).

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11.G Noise

The comments and corresponding responses in this section cover topics in EIR Section 4.F, Noise and Vibration. These include topics related to:

- Comment NO-1: Noise Impacts

Comment NO-1: Noise Impacts

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

Sean D. Angles, O-GPR2-10

"(6) NOISE AND VIBRATION

"This projects [*sic*] adds substantial increase in ambient noise levels despite noise control measures.

"Increased traffic will be a substantial and permanent increase in ambient noise." (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-10]*)

Response NO-1: Noise Impacts

This comment states that the project would increase ambient noise levels and is consistent with EIR Section 4.F and Section 9.C.6, which identifies substantial temporary and permanent noise increases that would result from project and project variant construction and operation (including traffic noise increases). However, some noise increases would be reduced to less-than-significant levels with implementation of specified noise control measures (i.e., impact would be less than significant with mitigation), while other impacts would not be reduced to less-than-significant levels even with specified measures (i.e., impact would be significant and unavoidable with mitigation).

The EIR's determination of noise impacts before and after implementation of specified noise controls for both the proposed project and project variant are summarized as follows:

- **Construction Impacts.** Temporary noise increases due to project construction would be significant when compared to the Noise Ordinance standards but would be reduced to less-than-significant levels with implementation of noise controls specified in Mitigation Measure M-NO-1, Construction Noise Control Measures (Impact NO-1, ***less than significant with mitigation***). However, when compared to the "Ambient + 10 dBA" standard, significant construction-related noise increases at proposed on-site (project) and planned off-site (Pier 70) noise-sensitive receptors[1] would not necessarily be reduced to less-than-significant levels with implementation of these noise controls. Although most construction-related noise levels could

[1] The Federal Transit Administration's standard of 90 dBA would also be exceeded at some future planned Pier 70 receptors.

be reduced to less-than-significant levels (i.e., below applied standards), the determination of ***significant and unavoidable*** was made only because feasibility of the quieter, alternative pile driving methods in all areas cannot be determined at this time (Impact NO-2). Similarly, cumulative construction-related noise increases from concurrent construction of the proposed project or project variant and Pier 70 project could result in significant temporary cumulative noise increases that would not necessarily be reduced to less-than-significant levels with these noise controls. Again, most cumulative construction-related noise levels could be reduced to less-than-significant levels (i.e., below applied standards), but the determination of ***significant and unavoidable*** was made only because of the uncertain feasibility of using alternative pile driving methods (Impact C-NO-1).

- **Operational Impacts.** Long-term noise increases associated with operation of stationary equipment on the project site would be significant at proposed on-site (project) and planned off-site (Pier 70) noise-sensitive receptors but would be reduced to less-than-significant levels with implementation of noise controls specified in Mitigation Measure M-NO-5, Stationary Equipment Noise Controls (Impact NO-5, ***less than significant with mitigation***). However, project-related traffic increases would result in substantial permanent increases in ambient noise levels (up to 18.8 dBA at times) on the following seven street segments, a significant noise impact:

  - Illinois Street between 20th and 22nd streets (adjacent to Pier 70 site)
  - Illinois Street between 22nd Street and Humboldt Street (adjacent to project site)
  - 22nd Street east of Illinois Street (at the project site and Pier 70 boundaries)
  - 22nd Street between Third and Illinois streets (adjacent to the project site)
  - Humboldt Street east of Illinois Street (on the project site)
  - 23rd Street east of Illinois Street (at southern project boundary)
  - 23rd Street between Third and Illinois streets (adjacent to the project site)

  Implementation of vehicle trip reduction measures (Mitigation Measure M-TR-5, Implement Measures to Reduce Transit Delay) would not reduce project-related traffic noise increases to a less-than-significant level and therefore, traffic noise increases on these segments would likely continue to be ***significant and unavoidable*** because there are no other feasible measures that could further reduce project-related vehicle trips and consequent traffic noise (Impact NO-8). Similarly, significant cumulative traffic noise increases (up to 18.3 dBA at times) could occur on up to 28 street segments, and implementation of these vehicle trip reduction measures would not reduce cumulative traffic noise increases to a less-than-significant level on 23 of these street segments. Therefore, cumulative traffic noise increases on these 23 segments would likely continue to be ***significant and unavoidable*** because there are no other feasible measures that could further reduce cumulative vehicle trips and associated traffic noise (Impact C-NO-2).

  With respect to the streets on the project site, future with-project and cumulative traffic noise levels along the sections of 22nd, Humboldt, and 23rd streets east of Illinois Street and along the section of Illinois Street adjacent to the project site are considered to be Conditionally Acceptable for residential, childcare, and hotel uses, a significant impact. However, with the required incorporation of noise attenuation measures, as specified in Mitigation Measure M-NO-8, Design of Future Noise-Sensitive Uses, these project and cumulative impacts would be reduced to less-than-significant levels (Impacts NO-8 and C-NO-2, ***less than significant with mitigation***).

11.H Air Quality

The comments and corresponding responses in this section cover topics in Draft EIR Section 4.G, Air Quality. These include topics related to:

- Comment AQ-1: Air Pollutant Emissions

Comment AQ-1: Air Pollutant Emissions

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Sean D. Angles, O-GPR2-11
Carol Sundell, I-Sundell-4

"(7) AIR QUALITY

"Construction will generate air pollution at unacceptable levels that violate air quality standards.

"Traffic and operations from the development would result in substantial and permanent increases in air pollutants that would violate air quality standards, and cumulatively impact regional air quality." (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-11]*)

"3. Please consider the Dog Patch and Potrero Hill neighborhoods who have been greatly impacted by numerous current developments w/o much consideration to how it effects the current residents in many negative ways...not to mention the pollution of 2 freeways." (*Carol Sundell, email, November 16, 2018 [I-Sundell-4]*)

Response AQ-1: Air Pollutant Emissions

These comments state that construction and operation of the proposed project would result in increases in air pollutant emissions. The EIR Section 4.G analyzes construction (pp. 4.G-34 through 4.G-37) and operational (pp. 4.G-47 through 4.G-50) air quality impacts of the proposed project and concludes that the project would generate criteria pollutant emissions that would exceed emissions thresholds established by the Bay Area Air Quality Management District resulting in a significant impact to air quality. Overall (construction and operational) criteria pollutant emissions are identified on EIR page 4.G-46 as significant and unavoidable after inclusion of all feasible mitigation, which includes Mitigation Measure M-AQ-2f that would offset project emissions. The EIR also analyzed the project variant and reached the same conclusions for these impacts (see Chapter 9, Section 9.C.7).

With respect to the request to consider impacts to the Dog Patch and Potrero Hill neighborhoods which "have been greatly impacted by numerous current developments ... [and] 2 freeways," the Draft EIR has considered such impacts. Impacts from roadway-related pollutants are discussed on

EIR page 4.G.12, and major roadway contributing to air pollution in the surrounding neighborhood are identified on EIR page 4.G-15. As stated on page 4.G-14 of the EIR, "Existing sensitive receptors evaluated in this EIR include a representative sample of known residents (children and adults) in the surrounding neighborhood, and other sensitive receptors (school children, hospital/nursing home patients) located in the surrounding community and along the expected travel routes of the on-road delivery and haul trucks." The analysis specifically included Dogpatch Alternative School, Potrero Kids daycare, La Piccola Scuolo Italiana, and Friends of Potrero Hill Nursery School.

The mitigated condition in the health risk assessment for offsite receptors assumes the mitigated emissions from both the Pier 70 Mixed-Use District project and the proposed project, and it includes emission reductions quantified for Mitigation Measures M-AQ-2a (Construction Emissions Minimization) and M-AQ-2b (Diesel Backup Generator Specifications). As indicated in Table 4.G-14 (for the proposed project) and Table 9-10 (for the project variant), implementation of Mitigation Measure M-AQ-2a would be sufficient to reduce this impact at offsite receptors to a less than significant level. Therefore, the residual excess cancer risk impact would be *less than significant with mitigation* for offsite receptors, including residents of the Dogpatch and Potrero Hill neighborhoods.

11.I Shadow

The comments and corresponding responses in this section cover topics in EIR Section 4.H, Wind and Shadow. These include topics related to:

- Comment SH-1: Adequacy of Analysis

Comment SH-1: Adequacy of Analysis

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Rick Hall, O-CAN-5
J.R. Eppler, O-PBNA2-19
Katherine Doumani, I-Doumani-2, and PH-Doumani-3
Rodney Minott, I-Minott-4
Pamela Wellner, I-Wellner-3
Ron Miguel, PH-Miguel-2

"Shadowing and open space cannot be properly defined and thus properly evaluated in the EIR

"The flawed initial scoping of the EIR and its alternatives referenced above preclude proper EIR analysis of shadowing and open space." (*Rick Hall, Cultural Action Network, email, November 19, 2018 [O-CAN-5]*)

"Shadowing impacts on open space, nearby buildings and public space are potentially significant and demand further analysis.

"Planned public open space will be greatly impacted by shadowing, nearly year-round. Pervasive shade will greatly diminish the comfort and usability of open space onsite and at Pier 70. Shadowing diagrams show deep shadowing over much of the project and nearby area for much of the year. However, in analyzing shadow impacts, the DEIR erroneously concludes, "the proposed project would not create new shadow in a manner that substantially affects outdoor recreation facilities or other public areas".

"Not only are impacts to planned public areas onsite and at Pier 70 not considered; neither are impacts to the existing Bay and shoreline, nearby sidewalks or Bay Trail.

"The Project's proposed street grid, height and massing of buildings will result in substantial shadowing of lower buildings as well and potentially limit Forest City's flex buildings along 22nd Street to office uses instead of housing, an undesirable outcome that will skew the jobs-housing balance and increase transportation impacts there.

"Since shadowing of planned onsite open space appears to be significant it must be considered in the EIR, along with mitigations. These mitigations could be provided in the design with height reductions, orienting planned open space from north to south to optimize sunlight, and larger breaks between buildings. There is no discussion of this anywhere in the alternatives analysis or elsewhere in either the DEIR or D4D. A good example of what should be considered is articulated in the *Urban Design Guidelines*:

- *Orient and design publicly accessible open space to maximize physical comfort. Consider solar orientation, exposure, shading, shadowing, noise, and wind.*
- *Mass buildings to minimize shadow impacts on residential areas, lower buildings, parks, and open space."*

(J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-19])

"**Shadowing Studies:**

"Because of the east-west orientation of the central Power Station project and unbroken massing of buildings throughout, much of the open space is in shadow, and vistas of historic resources and the Bay are Obscured.

"• As shadowing appears significant, mitigations must be considered. These could be provided in design with building height reductions, setbacks and air given to buildings with plazas, creative cutaways, open site [*sic*] lines, less blocky sitings and streets that don't follow a simple grid. Also, orienting buildings and planned open space from north to south to optimize sunlight, with much larger breaks between buildings." *(Katherine Doumani, email, November 11, 2018 [I-Doumani-2])*

"In terms of shadowing, because the east-west orientation of the Central Power Station Project is unbroken, massing of the buildings throughout, much of the open space is in shadow, and vistas of historic resources and the bay are obscured.

"When shadowing appears significant, mitigations must be considered. These should be provided in design with building height reductions, setbacks, and air given to buildings with plazas, creative cutaways, open sight lines, less blocky sitings, and streets that don't follow a simple grid, also, orienting buildings and planned open space from north to south to optimize sunlight and with much larger breaks between the buildings." *(Katherine Doumani, public hearing transcript, November 8, 2018 [PH-Doumani-3])*

"– **Major Shadowing of Open Spaces.** The recreational space planned for this project will be minimal and much of the open space will be compromised by shadowing from overly tall buildings." *(Rodney Minott, email, November 16, 2018 [I-Minott-4])*

"*__Major Shadowing of Open Spaces.__ The recreational space planned for this project will be minimal and much of the open space will be compromised by shadowing from overly tall buildings." *(Pamela Wellner, email, November 18, 2018 [I-Wellner-3])*

"My second point, shadowing, concerns the densities and heights noted in the proposed alternatives, particularly the preferred alternative. Although not specifically under the San Francisco General Plan, Urban Design Element, or the Central Waterfront Plan as to park and open space shadowing, those concepts and arguments must remain valid.

"Under certain of the alternatives, even shadowing between buildings also becomes a problem. I appreciate that the D4D has been released simultaneously, and I'll have more specific remarks as to that at a later date. However, I do not believe the DEIR sufficiently explores shadowing in any of the alternatives.

"These two points inevitably lead to orientation, density, and building heights. I'm not opposed to heights, and I know we need more density. However, I believe that the DEIR alternatives do not sufficiently explore the effect that this density will have on the extended community and its resources." (*Ron Miguel, public hearing transcript, November 8, 2018 [PH-Miguel-2]*)

Response SH-1: Adequacy of Analysis

Comment O-CAN-5 refers to another of the same commenter's contentions, O-CAN-1—that the project site is too large to permit proper analysis. This comment ties that contention to the EIR's analysis of shadow and open space but provides no specifics as to any alleged inadequacy in the analysis. Accordingly, no specific response can be provided. Please see the response to Comment G-2 in Section 11.A concerning the commenter's overall contention regarding the EIR's adequacy.

The remaining comments state that the EIR fails to fully analyze shadow that the project would cast on the project site, itself, and its planned onsite open spaces, as well as on the adjacent Pier 70 project; that such shadow would result in a significant impact (contrary to the EIR's conclusion), and that shadow on project open spaces—resulting in large part from the orientation of the project's street grid and buildings—would adversely affect the project's open spaces and must be mitigated through means such as building height reductions and setbacks, reorientation of buildings, and greater spacing between buildings. One comment states that project shadow would cause buildings on 22nd Street in the adjacent Pier 70 (Forest City) Mixed-Use District project to be developed as non-residential use. Another comment states that the inadequacy of shadow effects extends to the EIR's alternatives analysis.

EIR Section 4.H, Wind and Shadow, sets forth the parameters of the shadow analysis. "The purpose of this analysis is to inform decision-makers of the potential effects of the proposed project's shadow on existing public parks and publicly accessible open spaces, and to determine whether or not the project would create new shadow that would substantially affect the use and enjoyment of these facilities, a significant impact under CEQA" (EIR p. 4.H-28). That is, consistent with San Francisco's CEQA initial study checklist, the EIR's impact analysis is limited to effects on existing open spaces. The EIR also provides information on the project's shadow effects on planned open spaces, both on and near the project site—including at the Pier 70 project site—but this is provided for informational purposes, and not as part of the CEQA impact analysis. As explained on EIR p. 4.H-66, "Because none of the onsite open spaces would exist but for the proposed project, the CEQA analysis covers impacts of a project on existing conditions, and not on elements of the project itself. Therefore, there is no shadow impact, under CEQA, to these open spaces, which do not currently exist." Shadow impacts on existing open spaces were determined to be less than significant; therefore, under CEQA, no mitigation is required. This analysis was also conducted for the project variant (see Chapter 9, Section 9.C.9), which reached the same conclusions.

The figures accompanying the shadow analysis in Sections 4.H and 9.C.9 do illustrate shadow on both existing and planned open spaces. In particular, Figures 4.H-8 through 4.H-23, beginning on page 4.H-31, illustrate shadow conditions with implementation of the proposed project and depict shadow on project open spaces, including Waterfront Park, Louisiana Paseo, and Power Station Park. These figures also show project shadow on existing off-site open spaces, including Woods Yard Park (22nd and Minnesota Streets), Angel Alley and the 1201 Tennessee Street Mid-Block Walkway (Tennessee Street between 22nd and 23rd streets), and shadow on the existing Bay Trail route on Illinois Street and the planned Bay Trail route along the San Francisco Bay shoreline that would be developed as part of the proposed project. A narrative description of project shadow on the project's planned open spaces appears on EIR p. 4.H-66. As explained therein, both Louisiana Paseo and Power Station Park would be shaded throughout much of the day and much of the year, while Waterfront Park would be in sunlight in the morning year-round and subject to increasing shadow in the afternoon throughout the year.

Figures 4.H-24 through 4.H-39, beginning on p. 4.H-50, likewise depict project shadow under cumulative conditions, with implementation of the adjacent Pier 70 Mixed-Use District project and include project shadow that would be cast on Pier 70 open spaces.

The decision-makers will review the shadow analysis as part of their consideration of the proposed project. Design alterations, including suggestions made by the commenters, such as building height reductions and setbacks, reorientation of buildings, and greater spacing between buildings, could be considered as part of these deliberations, should the decision-makers determine that such revisions have merit.

Regarding how shadow effects on the Pier 70 project buildings on 22nd Street would result in those buildings being used for commercial rather than residential development, this comment does not address the adequacy or accuracy of the EIR. As can be seen in cumulative shadow Figures 4.H-24 through 4.H-39, buildings on the Pier 70 project site would, themselves, shade the buildings along 22nd Street.

Concerning the shadow analysis of project alternatives, the EIR provides a qualitative analysis of the comparative shadow impacts of each alternative relative to those of the proposed project (see EIR pp. 6-88 through 6-89, and Table 6-6, p. 6-120). Consistent with the state CEQA Guidelines, the analysis of effects of each alternative is less detailed than that of the proposed project. This is particularly warranted in the case of a topic such as shadow, for which the EIR identified no significant effects of the proposed project, given that "the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project" (CEQA Guidelines section 15126.6(b)).

In summary, the EIR adequately analyzes shadow effects of the proposed project and of the project variant on existing open spaces, adequately analyzes shadow effects of project alternatives, and also provides information concerning project shading on planned open spaces, including those proposed as part of the project.

11.J Hydrology and Water Quality

The comments and corresponding responses in this section cover topics in EIR Section 4.J, Hydrology and Sea Level Rise. These include topics related to:

- Comment HY-1: Flooding

Comment HY-1: Flooding due to Sea Level Rise

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

Sean D. Angles, O-GPR2-3

"1. FLOODING

"FLOODING: "NONE REQUIRED"

"I'm opposed to all conclusions of "NONE. REQUIRED" for the bayside elevation zero development at the Potrero Power Plant.

"This EIR report is based on obsolete data as current neighbors observe the new and accelerating flooding along The Embarcadero and our bayside waterfront neighborhoods.

"I ask, "What world do San Franciscans live in surrounded on three sides by water? Was this draft EIR report written by incompetent out-of-state climate global warming denialist?"

"You, the planning officers, and the commissioners, need to decide now how to mitigate global warming impacts and to solve for imminent flooding at future development sites located along the sea level elevations. If you ignore the overwhelming scientific predictions of imminent rapid sea level rise --that will flood Potrero Power Plant -- you will negligently exposure [*sic*] San Francisco citizens to predictable flooding, massive property losses and unfunded mitigation solutions. In this decision, I urge you to consider if you would be willing to accept your own personal financial responsibility to pay for future property losses due to predictable flooding at this bayside elevation zero flood zone. Luckily, you aren't personally responsible; however, you will expose all of us to an unnecessary imminent loss if a new development is approved at this future flood site without expensive prerequisite preparations to this site.

"I urge you to HALT this project until fresh studies can assess the impacts of future flooding based on new climate models." (*Sean D. Angles, Grow Potrero Responsibly, letter, November 19, 2018 [O-GPR2-3]*)

Response HY-1: Flooding due to Sea Level Rise

Global sea level rise is expected to increase the severity of flooding in existing coastal flood hazard areas and to expand the areas that will be exposed to coastal flooding in the future. The California Supreme Court has determined that CEQA does not *generally* require lead agencies to consider how environment hazards such as flooding might impact a project's users or residents, except

where the project would exacerbate an existing environmental hazard.[1] Accordingly, hazards resulting from a project that places development in an existing or future flood hazard area are not considered impacts under CEQA unless the project would exacerbate the flood hazard. A project could exacerbate existing or future coastal flood hazards if the *project* would increase the frequency or severity of flooding or cause flooding in an area that would not be subject to flooding without the project.

Impacts related to sea level rise are addressed in EIR Section 4.J, Hydrology and Water Quality. The discussion provided under the heading "Sea Level Rise" (pp. 4.J-9 through 4.J-11) summarizes the best science currently available on sea level rise affecting San Francisco for both CEQA and planning purposes. The most current science includes The National Research Council's (NRC) 2012 report, *Sea Level Rise for the Coasts of California, Oregon, and Washington: Past, Present, and Future* (the National Research Council Report) and also the Ocean Protection Council's *State of California Sea-Level Rise Guidance: 2018 Update*, which is referenced by the San Francisco Bay Conservation & Development Commission in Comment A-BCDC-2, corroborating the validity of this reference document. Sea level rise projections developed by both the National Research Council (NRC) and the Ocean Protection Council in cooperation with the California Natural Resources Agency estimates that under worst case conditions, sea levels could rise by up to 66 inches along the California coast by the year 2100. When storm surge is considered in combination with 66 inches of sea level rise, water elevations at the project site could temporarily reach an elevation 15.4 feet North American Vertical Datum of 1988 (NAVD88).

As discussed in EIR Impact HY-5 (p. 4.J-56) and in Chapter 2, Project Description (Section 2.E.10, p. 2-47), the proposed project would include raising elevations at the shoreline by 3 to 7 feet and filling the majority of the low lying areas of the site to be resilient to sea level rise. The minimum elevation would be 17.5 feet NAVD88, which is above the projected worst-case future flood levels estimated by both the NRC and Ocean Protection Council. The finished floor elevation of all proposed development would also be set at an additional 1-foot above this elevation (18.5-feet NAVD88). The low-lying area around the Unit 3 Power Block and Boiler Stack would not be raised, but would be equipped with a local pump station and backflow prevention device to protect against inundation due to sea level rise. Further, the wharf deck for the recreational dock would be at an elevation of 17.5 feet NAVD88, also above the future flood level, and the floating dock would accommodate rising sea levels.

Therefore, the EIR does not ignore the potential effects of sea level rise. The EIR considers the best and most current science available and determined that the project would not exacerbate future flood hazards related to sea level rise and that the project would be designed to be resilient to sea level rise that could occur by 2100. As concluded in Impact HY-5 (p. 4.J-57), the project's impacts related to future flooding would be less than significant under CEQA because none of the project features would change bay circulation patterns, the configuration of the shoreline, or stormwater discharges in a way that would substantially change future flood flow patterns, or increase the potential for coastal erosion at the project site or in the vicinity.

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1 *California Building Industry Association v. Bay Area Air Quality Management District* (2015) 62 Cal.4th 369.

As discussed on EIR p. 9-90, like the proposed project, the project variant would raise the elevation of the entire waterfront portion of the project site above the existing 100-year flood elevation and above the projected worst-case future flood elevation in 2100 estimated by the National Research Council and would include construction of shoreline protection improvements to protect the waterfront from the damaging effects of wave action. The only difference between the proposed project and the project variant is that under the variant, a portion of the wharf deck is lowered to meet ADA requirements and would be constructed at an elevation of 11.5 feet NAVD88, which is below the 15.4 feet NAVD88 scenario described above for the year 2100 in combination with storm surge. In the future, the project sponsor would modify or remove this lower portion of the wharf deck as necessary to provide protection against sea level rise. Like the proposed project, flooding impacts under the project variant at both a project-specific and cumulative level would be less than significant.

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11.K Alternatives

The comments and corresponding responses in this section cover topics in EIR Chapter 6, Alternatives. These include topics related to:

- Comment ALT-1: CEQA Adequacy
- Comment ALT-2: Range of Alternatives

Comment ALT-1: CEQA Adequacy

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

Andrew Wolfram, A-SFHPC-2

"• The HPC agreed that the DEIR analyzed an appropriate range of preservation alternatives to address historic resource impacts. Further, the HPC appreciated that the preservation alternatives avoided some or all of the identified significant impacts, that they also met or partially met the project objectives and that they explored similar development programs as the proposed project." (*Andrew Wolfram, San Francisco Historic Preservation Commission, Comment Type letter, November 2, 2018 [A-SFHPC-2]*)

Response ALT-1: CEQA Adequacy

The EIR preparers acknowledge the comment, which states that the range of preservation alternatives analyzed in the EIR is appropriate and that all of the preservation alternatives at least partially meet the project objectives.

Comment ALT-2: Range of Alternatives

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

Rick Hall, O-CAN-4, and PH-Hall-4
Alison Heath, O-GPR1-1, and PH-Heath-1
J.R. Eppler, O-PBNA1-1, and O-PBNA2-33
Mike Buhler, O-SFH-1, and O-SFH-4
Peter Linenthal, O-PHAP1-5, O-PHAP2-5, and PH-Linenthal-5
Katherine Doumani, I-Doumani-1
Rodney Minott, I-Minott-2, and I-Minott-5
Katherine Petrin, PH-Petrin-2
Commissioner Richards, PH-Richards-3, PH-Richards-5, and PH-Richards-7

"The reduced density alternative scoping is biased.

"All alternatives are solely based on historical resource alternatives and scoped in a manner to make them all infeasible and thus only support the sponsor's proposed project. No reduced density project was scoped, although many are available that would have lower environmental impact and still be economically feasible." (*Rick Hall, Cultural Action Network, email, November 19, 2018 [O-CAN-4]*)

"This DEIR neglects to provide a realistic reduced impact option that -- it appears to be scoped by the develop- -- to essentially make the developer's preferred option the only viable project.

"Now, I understand it was all done with regard to historic preservation, but what about an alternate that is a reduced density alternate and not just based on historic preservation issues? I mean, the project itself ends up unavoidably impacted. Doesn't need to." (*Rick Hall, Cultural Action Network, public hearing transcript, November 8, 2018 [PH-Hall-4]*)

"The Draft EIR's range of alternatives is not adequate or reasonable.

"There are aspects of each *Partial Preservation* alternative that could mitigate some impacts on historic resources, however they all fail to properly prioritize the most significant structures, preserving the Boiler Stack and Unit 3 while sacrificing more significant resources. The two *Full Preservation* alternatives have impediments that would likely render them infeasible. Viable alternatives must be in place to save the most important structures, in an appropriate context with ample open space and vistas." (*Alison Heath, Grow Potrero Responsibly, letter, October 16, 2018 [O-GPR1-1]*)

"Under CEQA, an EIR must study feasible alternatives that will lessen the environmental impacts of the project. The range of project alternatives in this Draft EIR is not adequate or reasonable.

"Every alternative has been burdened with inherent flaws that limit their feasibility and ability to mitigate significant impacts. The range of alternatives should have included a reduced density alternative.

"This was requested during scoping, specifically, an alternative with similar height and zoning controls as those approved for the Pier 70 mixed-use development under Forest City. Instead, a reduced program alternative was analyzed. This is not the same thing as a reduced density alternative. It retains roughly the same density and amount of open space as the proposed project, and simply lops off the top third of the buildings.

"Historic buildings lack appropriate context with ample open space and vistas, and almost all of the open space would be deeply shadowed by buildings as tall as 200 feet, limiting much needed recreational opportunities.

"Although the reduced program alternative is identified as environmentally superior, the Planning Department already stated at the HPC hearing that it would not meet some project objectives. My guess is that it will ultimately be deemed infeasible.

"Other alternatives include a full preservation alternative with similar program that is extremely dense and tall, with zero reduction in transportation, noise, air quality, and wind impacts. Shadowing would be much worse, and open space and the integrity of historic buildings would be severely compromised. Each partial preservation alternative might mitigate some impacts on historic resources, but none adequately reduces other significant impacts.

"And as far as historic preservation goes, they all fail miserably, prioritizing the 1965 Stack and Unit 3 over the most historically significant structures.

"So by default, we're left with the proposed project -- a poorly designed development providing few community benefits, a project that will obliterate a precious part of our waterfront history and permanently impact our quality of life.

"We urge the Planning Department and OEWD to work together with us and Associate Capital to develop a more reasonable alternative that adequately addresses significant impacts and provides a real and lasting benefit to our community." (*Alison Heath, public hearing transcript, November 8, 2018 [PH-Heath-1]*)

"The Potrero Boosters Neighborhood Association (the "Boosters") has been working with Associate Capital, project sponsors for the Potrero Power Station, on achieving creative ways to adequately acknowledge the history present on the Power Station site. Unfortunately, the alternatives presented in the Power Station Draft EIR fail to adequately achieve any reasonable preservation goals." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter, October 17, 2018 [O-PBNA1-1]*)

"**XIII. The Range of Project Alternatives**

"The range of project alternatives considered in the DEIR is not adequate or reasonable. Viable alternatives should have been considered that would save the most important historic structures, as well as reduce transportation, noise, air quality, wind and shadowing impacts. Given the acknowledged deficit of recreational facilities in the area, and stated project objectives to provide active uses, better consideration should be given to the quality and quantity of open space and recreation opportunities provided onsite. None of the proposed alternatives provided any additional open space than the Preferred Project, a serious omission.

"A *Reduced Density Alternative* should have been included and was not. This was requested in Scoping comments. A reduced height and density alternative would analyze a project under similar height and zoning controls as those approved for the Pier 70 mixed-used development under Forest City. Because of the east-west orientation of the central Power Station Park and unbroken massing of buildings throughout, much of the open space is in shadow, and vistas of historic resources and the Bay are obscured. The proposed project stands in stark contrast to Pier 70. An alternative should be considered that matches and complements Forest City's development in height and density; but also its awareness of the context of historic structures, fine grained massing of buildings, open sightlines, midblock passageways, and streets that don't follow a simple grid. Additional consideration should be given to reduce parking as a means to reduce impacts from private vehicles.

"The *Full Preservation Alternative with Reduced Program* (Alternative B) has been identified as the Environmentally Superior Alternative however it is not a Reduced Density Alternative, something that should have been included in the analysis. It retains the same footprint as the proposed project

and simply lops of the top third of each building. Under this alternative, historic resources would not be presented in an appropriate context with ample open space and vistas, and open space would be compromised. The Planning Department has already stated that it would not meet some project objectives and it will most likely be deemed infeasible.

"*The Full Preservation Alternative with Similar Program* (Alternative C) is extremely dense and tall, with no reduction in Transportation, Noise, Air Quality and Wind impacts. Shadowing and wind impacts would be worse than with the Proposed Project and the integrity of historic buildings would be severely compromised in setting and feeling.

"Aspects of each *Partial Preservation* alternative would mitigate some impacts on historic resources, but none reduces all impacts. They all fail to properly prioritize the most significant structures over the 1965 structures. Impacts to historic resources would remain significant with each, and none of the *Partial Preservation* alternatives adequately mitigate other significant environmental impacts." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2019 [O-PBNA2-33]*)

"The DEIR does not offer a reasonable range of alternatives. Saving as many of the brick buildings should be a priority; they form a visually cohesive cluster. Space inside the buildings could be used as public spaces, perhaps tennis & basketball courts and walled gardens. Additions are possible but should not overwhelming old buildings which need some breathing space. These buildings are truly irreplaceable and, I hope, will become incredible assets. The history held by these buildings belongs to everyone and should not be taken away." (*Peter Linenthal, Potrero Hill Archives Project, letter, October 17, 2018 [O-PHAP1-5]*)

"The DEIR does not offer a reasonable range of alternatives. A variety of adaptive reuse solutions should be considered. SF Heritage's proposed charrettes will be an excellent way to generate possibilities. Saving the brick buildings & maintaining their visually cohesive cluster should be a priority. Space inside could be public spaces, perhaps tennis & basketball courts and walled gardens. Additions are possible but should not overwhelming old buildings which need breathing space. Of course, consideration of alternatives must include Associate Capital's cost estimates. Without these estimates, how can alternatives be evaluated?

"These brick buildings are irreplaceable and, I hope, will become incredible assets. The history held by these buildings belong to everyone and should not be taken away." (*Peter Linenthal, Potrero Hill Archives Project, letter, November 19, 2018 [O-PHAP2-5]*)

"The DEIR does not offer a reasonable range of alternatives. Saving the brick buildings and maintaining their visually cohesive cluster should be a priority. Space inside could be public spaces --tennis courts, basketball courts, or gardens. The history held by these buildings belongs to everyone and should not be demolished." (*Peter Linenthal, Potrero Hill Archives Project, public hearing transcript, November 8, 2018 [PH-Linenthal-5]*)

"Heritage recognizes that the proposed transformation of the former Power Station site will be extraordinarily complex, requiring the city and project sponsor to balance a multitude of competing project objectives and public values, including affordable housing, infrastructure, open space, public access, and historic preservation. Nonetheless, we are dismayed by the extent of demolition proposed under the current development plan. With the exception of the iconic Boiler Stack, all other historic resources would be razed if the preferred project is approved.

"To the extent that the project will require up-zoning the site to achieve its goals, the desired rate of return, and other public benefits, Heritage believes that it is warranted to expect more in terms of historic preservation, even if it requires a small reduction of square footage, densification of the development program, and/or new financial incentives (i.e., tax-increment financing).[1] The adaptive reuse of building/s within Potrero Point's historic core would not only provide a strong visual link to the Pier 70 development and the Third Street Industrial District, but retain the authenticity of the industrial character and materiality that the project sponsor has stated is a priority.

Footnote:

"[1] In November 2, 2018 comments on the Draft EIR, the HPC encouraged the Planning Commission to "look at a project that preserves historic resources even if there are some trades [sic] offs, such as a small reduction of square footage or densification of the development program."

(*Mike Buhler, San Francisco Heritage, letter, November 19, 2018 [O-SFH-1]*)

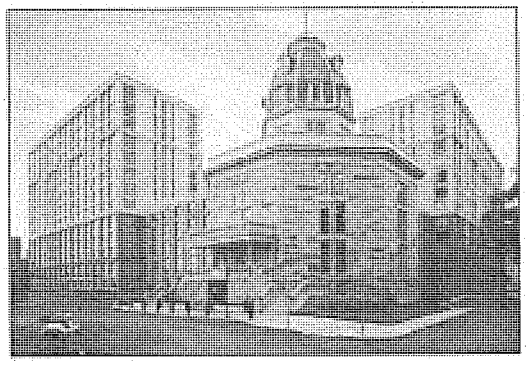
"A. <u>OPTIONS FOR ADAPTIVE REUSE AND EXPANSION OF "STATION A"</u>

"In general, Heritage feels that the EIR's alternatives that retain Station A do not exemplify the best approach at this conceptual stage. Rather than build over Station A - as proposed in Alternatives 2, 3, and 4 - Heritage encourages the project sponsor to explore options that maintain Station A's existing scale and interior volume to the maximum extent possible. This could include inserting a new structural steel frame and mezzanine levels within Station A to provide seismic bracing and additional floor area, similar to the adapt created by building a large horizontal addition to Station A atop the footprint of the no longer-extant Boiler Hall (formerly attached to the east side of the Turbine Hall, demolished in 1983). Notably, a new addition occupying the Boiler Hall's former exterior envelope would more than double the size of the Station A. This design approach was used at The Octagon project on Roosevelt Island in New York City, profiled below. To facilitate restoration of the historic Octagon Building, two large residential additions were built atop the footprint of former hospital wings that had been demolished in the 1970s.

"Alternative approaches to preservation, reuse, and expansion of Station A (and other historic buildings) should be further studied and refined through a design charrette process. This process should take into account potential economic incentives that would enable greater preservation of historic structures, such as the 20% federal historic tax credit and/or tax-increment financing. Heritage has offered to convene a charrette for the benefit of the community, the project sponsor, and historic resources at the former Potrero Power Station site.

"B. MODEL PROJECTS AND PRESERVATION APPROACHES FOR "STATION A"

"1. The Octagon – Roosevelt Island, New York City

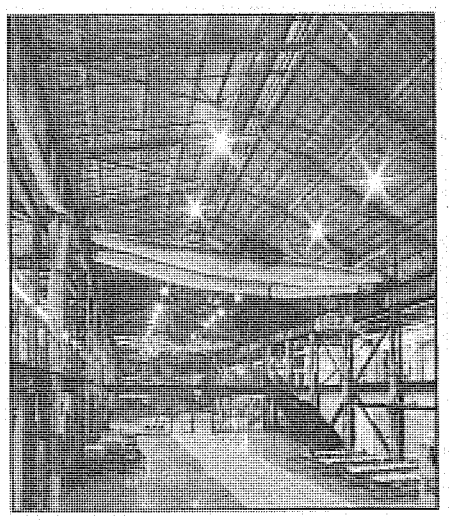


Opened in 1841, the New York Pauper Lunatic Asylum was built on the two-and-a-half-mile-long island in the East River that runs parallel to the Manhattan shoreline. After closing in the late 1950s, the hospital buildings slowly deteriorated and, in the late 1970s, the two wings flanking the historic Octagon Building were demolished to alleviate blight. Fires in 1982 and 1999 destroyed 90% of the Octagon. Completed in 2006, the restoration and conversion of the Octagon, which is listed in the National Register, was partially funded by $10.2 million in federal historic tax credits. Because there was so little left of the Octagon, developer Becker+ Becker did a historical restoration on the outside of the building and an interpretive restoration on the inside. Because the two (no-longer-extant) four-story hospital wings were not included in the historic designation, Becker+ Becker had flexibility to build two 14-story wings atop the footprints of the old structures. They house 400 market-rate apartments and 100 units affordable to middle-income families, who earn up to 150 percent of area median income. Each residential wing includes a four-story connector to the historic Octagon Building, matching the height and scale of the original hospital wings.[7]

Footnote:

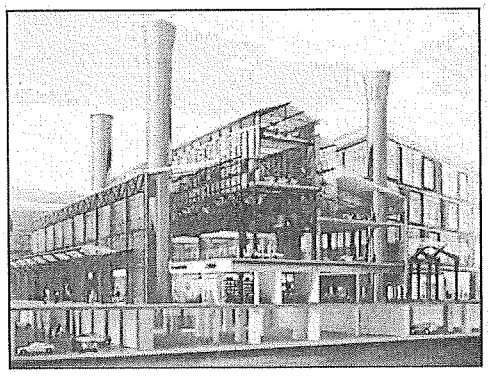
"[7] Madhouse to green house," Multi-Housing Pro, February 1, 2007. See https://mhpmag.com/2007/02/madhouse-to-green-house/.

"2. Union Iron Works Machine Shop, Pier 70 – San Francisco



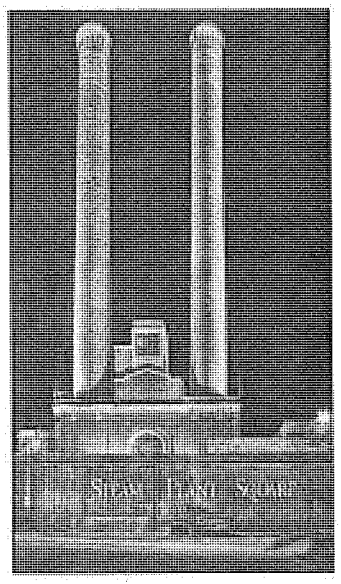
After languishing vacant for decades, the enormous Union Iron Works Machine Shop (Building 113/114), built in 1885-86, reopened as office and light-industrial space in 2018. Similar in size and scale to the Station A Turbine Hall, Buildings 113/114 were seismically vulnerable, lacked fire protection, were not ADA compliant, and had suffered heavy vandalism and weathering. A new structural steel frame was inserted within the 19th-century unreinforced masonry building, which had been red tagged for years and was crumbling by the time the project team began construction. To seismically brace the brick walls, a new perimeter mezzanine level was added near the wall mid-height. The approximately 40-foot-wide mezzanines run the length of the building on the north and south sides, substantially maintaining the interior volume (identified as a character-defining feature); the space is illuminated by a continuous skylight at the apex of the roof. The center connector building between Building 113 and 114, built in 1914, is now a breezeway that allows pedestrians to cross the building and reach a courtyard. The $118 million project qualified for the 20% federal rehabilitation tax credit.

"3. Elektrownia Powisle – Warsaw, Poland



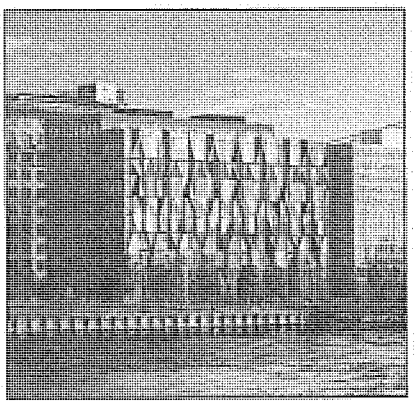
Built in 1904, the EC Powisle Power Plant was expanded over time to become one of the largest and most modern powerhouses in Europe. After suffering damage during World War II, the plant started to generate electricity again in early 1945. In later years, its productivity declined as certain parts of the complex were demolished; electricity generation finally ceased in 2001. White Star Real Estate in collaboration with Tristan Capital Partners purchased the complex in 2015 and renamed it Elektrownia Powisle. The former power plant is currently being rehabilitated as the centerpiece of a sprawling mixed-use development that will open in 2019, including several new buildings hosting office, residential, hotel, retail, and recreational uses.

"4. Steam Plant Square – Spokane, WA



Built in 1916, Spokane's Central Steam Heat Plant powered over 300 buildings in downtown Spokane for over 70 years. After sitting vacant for over a decade, the building was renovated and reopened as Steam Plant Square in the late 1990s, including restaurant, office, and commercial spaces. Rather than gut the building, the development team reused as much of its unique infrastructure and original machinery as possible. The four massive steam boilers were converted into restaurant seating and a waterfall/wishing well. The 1,200-ton coal bunker became high-tech office space suspended from the ceiling. One of the stacks is a visitor attraction, while the other stack houses a conference room in one of the office spaces. The project eventually grew to include the adjacent Seehorn Lang and Courtyard buildings; all three buildings combine to create one contiguous property totaling more than 80,000 square feet of unique office, retail, and dining space. The project qualified for the 20% federal rehabilitation tax credit and received the National Preservation Honor Award from the National Trust for Historic Preservation in 2001.

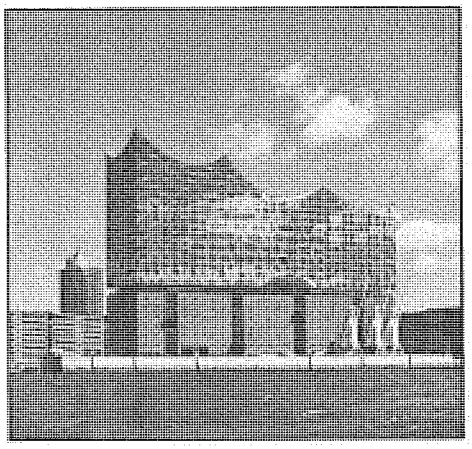
"5. Arbuckle Brothers Sugar Refinery/10 Jay Street - Brooklyn, NY



Built in 1897 as a sugar refinery, 10 Jay Street was converted into a warehouse in 1945. The building's original red brick, river-fronting façade was replaced by concrete in later years. As part of its recent conversion into office space, the developer restored the historic brick facade on three sides and replaced the non-historic façade with a contemporary crystal-like elevation facing the East River. In close partnership with the New York City Landmarks Preservation Commission (LPC), architect ODA developed multiple concepts before finalizing a design that met LPC's standards for heritage. The project resulted in a highly contemporary façade facing the East

River; "a delicate balance of glass, steel, brick, and spandrels give the building gravitas without compromising industrial heritage." Originally two buildings with a shared, piecemeal interior façade, ODA made this violation part of the narrative by creating a variation on the faceted look. The LPC approved the sugar crystal-inspired facade for the building, and approved the plans in March 2015.

"6. Elbphilharmonie - Hamburg, Germany



Completed in 2016, the *Elbphilharmonie,* or Elphie, is a concert hall and mixed-use project built atop an old warehouse built in 1966. Located within a historic warehouse district, the original 1966 brick façade of the *Kaispeicher* A warehouse was retained at the base of the building. On top of this a footprint-matching superstructure rests on its own foundation exhibiting a glassy exterior and a wavy roof line. The building has 26 floors with the first eight floors within the brick façade. It reaches its highest point at over 300 feet at the western side. The *Elbphilharmonie* has three concert venues, including the Great Concert Hall, Recital Hall, and the Kaistudio for educational activities. The easternmost part of the building is occupied by the *Westin Hamburg Hotel,* and the upper floors west of the concert hall accommodate 45 luxury apartments. The complex also houses conference rooms, restaurants, bars, and a spa. A parking garage for 433 cars is part of the building complex as well.

"These projects illustrate how industrial buildings, in particular, are being reused around the world in ways that are more creative than previously contemplated. Heritage believes that the historic structures at the Potrero Point Power Station, especially Station A, have tremendous potential to be similarly reimagined. We look forward to continuing to engage the project sponsor, community members, and city officials to identify creative solutions and incentives to preserve and honor Potrero Point's rich industrial heritage." (*Mike Buhler, San Francisco Heritage, letter, November 19, 2018 [O-SFH-4]*)

"Historic Resource Preservation:

"• The proposed project considers demolishing individually significant 19th C historic brick buildings. This was the most important power plant west of the Mississippi. The District is part of the only area in San Francisco that combines industrial and residential communities.

"I watched at the HPC hearing the request that Associate capital study innovative ways to capture and reuse parts of these buildings to ensure that this story and the character of these buildings is not lost. I also know that the developer and his team are working creatively on this challenge.

"• In the DEIR, this would have been clearer if viable alternatives were considered that would reuse portions of the most important historic structures.

"I strongly urge an alternative that studies creative reuse of these walls and volumes to prevent the wholesale demolition of such significant portion of our community and City's history. It is in these seams of old and new, industrial and residential, gritty and natural that brings such vibrancy

to our beloved and *still* mixed use neighborhood." (*Katherine Doumani, email, November 11, 2018 [I-Doumani-1]*)

"- **Demolition of Historic Buildings.** All of the historically significant brick buildings on the 28+ acre industrial site will be destroyed under plans for the proposed project. These unique structures are representative of the City's famed industrial past at Potrero Point in the mid-19th to early 20th centuries. Alternatives presented in the DEIR fail to both adequately preserve these structures and mitigate multiple significant impacts of the proposed project. Additional alternatives reflecting these revisions should be included." (*Rodney Minott, email, November 16, 2018 [I-Minott-2]*)

"- **More Traffic, Transit Delay, Dirty Air.** The draft Environmental Impact Report (DEIR) for the Potrero Power Station acknowledges: the project will burden the City's public transit system with more demand and delays – impacts that the DEIR admits cannot be mitigated; substantial noise and decline in air quality will occur during many years of construction; and traffic will be so bad that it will permanently increase air pollution to levels that violate air quality standards. The DEIR fails to provide alternatives that mitigate these serious and significant. Additional alternatives addressing these shortcomings should be included.

"For all of the above reasons, I urge you to require major revisions of the draft EIR to address the shortcomings of both the document and the project itself as currently proposed. Additional alternatives that will mitigate the more serious and significant impacts of the project should be included." (*Rodney Minott, email, November 16, 2018 [I-Minott-5]*)

"In this regard, there is a disconnect between the timing and pace of the EIR process and the availability of essential information needed to assess the feasibility of various preservation options. With those caveats in mind, Heritage offers the following comments.

"To the extent that the project will require up-zoning to achieve the desired density, project objectives, and rate of return, Heritage believes that it is warranted to expect corresponding public benefits in terms of historic resource protection.

"Heritage feels that the preservation of the brick structures in the historic core would both link the site to the Pier 70 development and the Third Street Industrial District and retain the authenticity of the industrial character and materiality that the project sponsor has stated is a priority.

"We recognize that retaining all the historic contributors may not be possible, but the awesome size and scale of Station A tells a story of the site's history to the greatest degree and provides a strong visual link to the Third Street Industrial District.

"In general, Heritage feels that the alternatives that retain Station A do not exemplify the best approach at this conceptual stage. Heritage would prefer options that would build an addition to Station A within the building's original footprint, which was partially demolished in the 1990s.

"We are compiling examples of similar successful industrial reuse projects and are aware of one intriguing example on Roosevelt Island in New York City, where this approach was approved by

the National Park Service and with the project ultimately receiving a 20 percent historic preservation tax credit.

"Heritage is planning to convene a design charrette for the benefit of the community, the project sponsor, and the site. And Heritage also supports other economic incentives, such as tax increment financing, to enable a greater level of preservation on the site.

"Happy to answer any questions, and thank you for your attention." (*Katherine Petrin, public hearing transcript, November 8, 2018 [PH-Petrin-2]*)

"The third measure obviously is historic preservation. If we're asked to -- you know, we have 450 O'Farrell there recently. We're going to demolish entire building. It's a historic -- even – this Commission actually even said let's rip off the little facade that was pasted on.

"As I look over the alternatives to the proposed project, Alternative C really looks like it meets nearly everything identically to the proposed project, yet it allows us to preserve most or all the buildings.

"I toured the site. The Building A, I said to the developer, "Why would you spend a lot of money trying to do something with this? Perhaps Heritage can do a charrette, and they can show on -- is it Rikers Island, Roosevelt Island -- how you can actually do something with that building. But to dump a lot of money into there, I think it could be better spent preserving, maybe, the other buildings.

"So I really -- I like Alternative C. I wanted to also have a response on each one of the buildings themselves and why the need to actually demolish them with having alternatives. And I spoke to the project sponsor this morning, and he had some reasons around that. And I would like to have that detailed in the Response to Comments somehow." (*Commissioner Richards, public hearing transcript, November 8, 2018 [PH-Richards-3]*)

"I think the other thing is I asked the project sponsor -- I think Mr. Landa is a great person. He's done great preservation. He did the Swedish American Hall. He's been one of the most honest project sponsor developers I've ever met. I also asked him this morning can we change the way the street grid goes to actually allow us to be more creative around preservation and the programming of the site? Does it have to be the same continual blocky street grid -- because there are a couple of blocks there in the very middle of the project that are -- seem very, very big. So is there anything we can do around that?" (*Commissioner Richards, public hearing transcript, November 8, 2018 [PH-Richards-5*)

"One thing I forgot when I mentioned 450 O'Farrell, the thing that Table S-3 lacks for me is context financially.

"So on 450 O'Farrell, we had each one of the alternatives and what it cost out, whether it was feasible or not, was peer reviewed. So I was actually very confident that the project wasn't feasible the way it was presented with the program.

"So I'd like to see that with these alternatives so that we can really make an informed decision on which one of these we want to do with the proposed project." (*Commissioner Richards, public hearing transcript, November 8, 2018 [PH-Richards-7]*)

Response ALT-2: Range of Alternatives

Comments regarding the range of alternatives analyzed in the EIR generally fall into two categories: 1) the EIR should have considered alternatives beyond those focused specifically on reducing effects on historic architectural resources, including a "reduced density" alternative and reduced building heights; and 2) the EIR's consideration of six preservation alternatives is an insufficient range with respect to avoiding or reducing the project's significant effects on historic architectural resources. Comments in the first category request evaluation of alternative(s) that would reduce transportation, noise, air quality, wind, and shadow impacts. Other specific comments include consideration of alternative(s) that would increase on-site open space; that would be comparable in height and density to the adjacent approved Pier 70 Mixed-Use District Project; that would include a street layout that does not follow a grid pattern; and a request, from Planning Commissioner Dennis Richards, for information on the financial feasibility of each alternative. With respect to the second category, concerning preservation alternatives, comments state that the project proposes to preserve the Boiler Stack and potentially the Unit 3 Power Block, but not the older brick structures associated with the Station A power generating facility and that this improperly fails to prioritize the more important buildings on the project site. One comment suggests preservation of the large Station A building could be accomplished through adjacent new construction, a concept that was not studied in the Draft EIR. Comments were also received in support of specific alternatives.

The planning department disagrees with the commenters who state that the range of alternatives is inadequate. CEQA Guidelines section 15126.6 states that "an EIR shall describe a range of reasonable alternatives to the project... which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather it must consider a reasonable range of potentially feasible alternatives that will foster informed decision making and public participation." The range of alternatives analyzed in the EIR does precisely what the CEQA Guidelines specify. The planning department has determined that all alternatives analyzed in the EIR to be *potentially* feasible, consistent with the CEQA guidelines. Specific issues raised by the individual commenters are addressed below.

Reduced Density Alternative

Regarding the first category of comments concerning a reduced density alternative, the EIR does, in fact, consider two alternatives with substantially reduced development density, compared to the proposed project.[1] As shown in EIR Table 6-1, Characteristics of Proposed Project and Alternatives (p. 6-14), Alternative A, the No Project/Code Compliant Alternative Comments, would develop

[1] As commonly defined, a "reduced density" alternative entails development at an intensity of fewer residents or fewer employees—or both—per acre or per square mile. In this regard, both Alternative A and B are reduced density alternatives.

only about one-fourth of the total building floor area of the proposed project (i.e., 73 percent less gross square footage than the project). Alternative B, the Full Preservation/Reduced Program Alternative, would develop two-thirds of the total building floor area of the proposed project (i.e., more than 33 percent less gross square footage than the project). Alternative A would have maximum building heights of 40 feet, while Alternative B would have building heights of 45 to 120 feet, with one tower at 200 feet tall. This compares to the project's proposed building heights of 65 to 180 feet, with one tower at 300 feet tall. Based on this, both Alternatives A and B provide a reasonable range of reduced density alternatives with reduced building height. To the extent the comments alleging that the EIR lacks a reduced density alternative are requesting an alternative with fewer and/or smaller building footprints, the fact that the alternatives analyzed maintain the same street grid as that of the proposed project serves the purposes of a more valid comparison by keeping block sizes the same. Maximum permitted building heights, however, do vary at certain locations among alternatives. The figures in the EIR project description showing land uses and permitted building heights for each block (Figure 2-5, p. 2-16, and Figure 2-7, p. 2-20, respectively) should not be interpreted as requiring each block to be developed in one or two monolithic mass(es); in fact, the project's Design for Development would establish controls for bulk restriction, articulation and modulation, building materials and treatment, as stated on EIR p. 2-21, and thus the project as ultimately developed would not take the form of the simple boxes shown in these two figures.

One comment also suggests that additional consideration be given to reduced parking as part of a reduced density alternative. Reducing the amount of onsite parking would not reduce or eliminate significant environmental impacts associated with the proposed project; so a reduced parking alternative is not required under CEQA. However, it should be noted that all of the alternatives would have fewer parking spaces than the proposed project. Similarly, all of the alternatives (except Alternative A) include a reduced parking rate compared to the proposed project (measured as parking spaces per gsf of development).

As discussed in EIR Chapter 6 and summarized in Table 6-6 (pp. 6-117 to 6-121), both Alternatives A and B would lessen some of the significant impacts of the project. Alternative A is the CEQA-required no project alternative. Under Alternative A, all of the existing buildings would be demolished and the site would be developed consistent with the existing zoning. As such, Alternative A would not reduce the significant impacts on historical architectural resources; however, it would substantially reduce significant impacts related to transit capacity and operations, construction noise at onsite receptors, construction air quality, operational air quality, regional air quality, and interim wind hazards such that these impacts would be less than significant. Alternative B would substantially reduce significant impacts related to individual historic architectural resources, the historic Third Street Industrial District, and transit operations to a less-than-significant level, but impacts related to transit capacity, air quality and noise, while less severe than those of the project, would still exceed significance criteria and would remain significant and unavoidable. Thus, insofar as Alternatives A and B would avoid or substantially lessen some of significant effects of the project, these alternatives meet the CEQA requirements for alternatives and appropriately represent a range of reduced density scenarios. Although one commenter notes that many reduced density projects are available, as noted above, the CEQA Guidelines state that the EIR need not consider every conceivable alternative.

Regarding wind impacts, the EIR finds that full buildout of the project or project variant would result in less-than-significant wind impacts (Impact WS-1, EIR p. 4.H-10), and that pedestrian wind conditions would improve from those under existing conditions. Likewise, cumulative development, including the adjacent approved Pier 70 Mixed-Use District Project, would result in further improvements in pedestrian winds and a less-than-significant impact (Impact C-WS-1, p. 4.H-17). It is only with respect to interim conditions—during the phased buildout of the project or project variant—that the EIR conservatively identifies a significant impact with respect to pedestrian wind conditions (Impact WS-2, p. 4.H-14). This is because it is not possible to know if a particular configuration of buildings existing at some point during the project's phased construction might result in adverse wind conditions. As stated on EIR p. 4.H-15, "The wind tunnel analysis conducted for the proposed project does not provide test results for such interim wind conditions and, as a practical matter, cannot provide such information, due to the number of possible permutations of development and building designs."

Concerning shadow and the amount of open space proposed as part of the project, the EIR determined shadow effects to be less than significant, while the initial study (EIR Appendix B) identified a less-than-significant impact to recreational facilities given the amount of open space being provided. Accordingly, neither shadow nor the amount of open space was a concern in the development of alternatives since CEQA does not require that the alternatives address less-than-significant impacts. However, the commenter's concerns regarding shadow effects and that additional open space should be included in the project will be forwarded to the decision-makers for their consideration during deliberations on the proposed project.

Regarding the comments recommending development at a height and density comparable to those of the adjacent Pier 70 project, the two projects would in fact have similar overall development densities. The proposed Potrero Power Station project would be developed at a combined residential-commercial density of between 371 and 382 persons per acre, while the Pier 70 project would have a combined residential-commercial density of between 356 and 386 persons per acre.[2] While it is true that the Potrero Power Station project proposes greater heights than those approved at Pier 70, for most of the buildings that height difference is relatively modest. The most prevalent height limit at the proposed project would be 125 feet, which is only 35 feet, or three stories, higher than the most prevalent 90-foot height limit at the Pier 70 project. The primary difference is that the Pier 70 project would have a maximum height limit of 90 feet, while the proposed project would include one tower at 300 feet and three additional towers at 180 feet in height. The project variant, however, would have reduced building heights, with one tower at 240 feet and one tower at 220 feet in height, which are closer to the proposed building heights for the Pier 70 project.

The planning department has determined that the alternatives analyzed in the EIR sufficiently encompasses the range of conceptual approaches to lessening significant impacts of the project that a reduced density alternative would provide.

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2 Development densities for each project would vary depending on the ultimate mix of residential and non-residential uses. Source for density figures is EIR Table 4.A-1, p. 4.A-10, and Table 4.C.4 from the Pier 70 Final EIR, p. 4.C-21. Reviewed January 28, 2019, at: *http://sfmea.sfplanning.org/Pier70DEIR11_Chapter4SectionC.pdf.*

Regarding financial feasibility, the project sponsor has retained a consultant to conduct a financial feasibility analysis of the alternatives analyzed in the EIR in accordance with a scope of work and methodology approved by City staff. This feasibility analysis will be reviewed by City staff and subjected to a peer-review by an independent City-approved consultant. The project sponsor's financial feasibility analysis and the evaluation by the City and the peer review consultant will be available to the decision-makers, and the public, in advance of consideration of the proposed project for approval.[3]

Preservation Alternatives

Concerning the second category of comments regarding preservation alternatives, as explained above, CEQA does not require that all conceivable alternatives to a proposed project be evaluated. Instead, the standard is that a reasonable range of alternatives be studied. With two full preservation alternatives and four partial preservation alternatives fully analyzed, the EIR includes such a reasonable range, as evidenced by the comment under ALT-1 at the beginning of this section, from the Historic Preservation Commission (HPC), which is the City body with expertise in historic preservation matters. As stated in the HPC letter, "The HPC agreed that the DEIR analyzed an appropriate range of preservation alternatives to address historic resource impacts." The HPC further noted that the preservation alternatives that were fully analyzed at least partially met the project objectives and included similar development programs as the proposed project; such equivalency makes possible a truer comparison between the proposed project and the various alternatives.

As described in Chapter 9, subsequent to publication of the Draft EIR, the project sponsor has developed a project variant, which is now the preferred project. Among other modifications to the proposed project, the project variant would retain some historic features that were previously proposed for demolition under the proposed project. Specifically, the project variant would retain portions of Station A, including saving and restoring the south and east walls of Station A as well as portions of the north and west walls, and incorporating these existing features into a new building on Block 15.

Concerning the potential for new construction adjacent to the existing large Station A building, as described in EIR Section 4.D, Historic Architectural Resources, the Station A power plant originally consisted of a Turbine Hall and a Boiler Hall (built in 1901), along with accessory shops and offices. A comment suggested that adjacent new construction could be developed on the footprint of the former Boiler Hall, which could also provide an opportunity for seismic strengthening of the Turbine Hall. In order to respond to this comment, an alternative entailing New Construction Adjacent to the Station A Turbine Hall was evaluated but rejected from further consideration. Based on this

[3] It is not necessary for information on financial feasibility to be included in an EIR, as long as such information, if relied upon to determine one or more alternatives is infeasible, is included in the project's administrative record. It is most common for financial and other non-environmental information to be provided separately from the EIR. This practice is consistent with established CEQA case law distinguishing *potential* feasibility of alternatives analyzed in an EIR with the final decision made by decision makers in adopting CEQA findings regarding the *actual* feasibility of infeasibility of alternatives, which can be based on considerations outside of those evaluated in the EIR. (*California Native Plant Society v. City of Santa Cruz* (2009) 177 Cal.App.4th 957, 981.)

evaluation, the following text is added at the bottom of EIR p. 6-124, at the end of the section entitled, Other Preservation Alternatives (new text is shown in double underline).

- **New Construction Adjacent to Station A Turbine Hall.** This alternative concept would be another variation on retaining Station A. The Turbine Hall and Switching Station, built in 1930, together comprise the largest structure on the project site today, the four-story brick building that extends north from 23rd Street; the Turbine Hall portion reaches all the way north to Humboldt Street. Together, the Turbine Hall and Switching Station occupy a footprint of approximately 37,700 square feet. At a height of approximately 65 feet, this structure could accommodate rehabilitation that would provide five stories, for a total floor area of about 188,500 square feet. A reconstructed building occupying the mass of the former Boiler Hall, which was slightly wider than the Turbine Hall, and was over 80 feet tall, could accommodate seven stories and a total floor area of about 191,000 square feet. New construction adjacent to the Turbine Hall could be accomplished either in conjunction with a full preservation alternative or a partial preservation alternative. However, the footprint of the former Boiler Hall is at the location of the project's proposed Louisiana Paseo open space and also extends into the western portion of the project's Block 7 and Block 11, as well as the western portion of Power Station Park. Therefore, to meet most of the basic project objectives, Blocks 7 and 11 would have to be reduced in size, additional height would have to be permitted on those blocks and/or on other locations within the project site, and comparable open space would have to be developed elsewhere on the site. These changes would require changes to the site plan in a manner that is likely to impair the achievement of basic project objectives. Furthermore, new construction adjacent to the Station A Turbine Hall would not reduce effects on Station A to a greater degree than other fully analyzed alternatives that would preserve all or some portions of the Station A Turbine Hall (Alternatives B, C, and D). Therefore, this alternative was rejected from further consideration.

This revision does not change the analysis or conclusions presented in the EIR.

One commenter states that under Alternative C "the integrity of historic buildings would be severely compromised in setting and feeling." The EIR alternatives analysis does consider the context of historic structures as part of the analysis of the demolition, alteration, and infill impacts on the Third Street Industrial District, impacts on the Union Iron Works Historic District, and cumulative impacts on the Third Street Industrial District (see pp. 6-50 to 6-56). However, the EIR determined that with implementation of identified mitigation measures, impacts of Alternative C on the Third Street Industrial District would be less than significant both with respect to proposed alterations and to infill construction (see pp. 6-50 to 6-54). The EIR concluded that the density and height of new construction would not necessarily affect the historic district's overall integrity such that the district would no longer be able to convey it historic significance, and implementation of Mitigation Measure M-CR-6, Design Controls for New Construction, future construction would be compatible with the character-defining features of the Third Street Historic District.

Concerning the comment that the alternatives do not appropriately prioritize the existing older brick buildings associated with the Station A power generating facility, the planning department disagrees with this comment. Each of the six preservation alternatives is expressly devoted to preserving one or more of these buildings, and the two full preservation alternatives would retain all of the brick

structures. Comments that preserving the Boiler Stack and, potentially, the Unit 3 Power Block, and not preserving the older brick buildings are comments on the merits of the project and do not address the adequacy or accuracy of the EIR alternatives analysis; therefore, no further response is required. Likewise, comments in support of a particular alternative do not address the adequacy or accuracy of the EIR.

The planning department acknowledges the multiple examples submitted by the commenters of other adaptive reuse of historic structures that could provide preservation approaches for Station A. This information will be provided to the decision makers for their consideration in approving the proposed project or project variant.

11.L Initial Study

The comments and corresponding responses in this section cover topics in EIR Appendix B, Initial Study. These include topics related to:

- Comment GHG-1: Greenhouse Gas Emissions
- Comment PS-1: Public Services
- Comment RE-1: Recreation
- Comment UT-1: Water Supply

Greenhouse Gas Emissions

Comment GHG-1: Greenhouse Gas Emissions

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

J.R. Eppler, O-PBNA2-30

"X. Greenhouse Gas Emissions

"Despite greenhouse gas ("GHG") reduction measures, the *Initial Study* notes that proposed project "would contribute to annual long-term increases in GHGs". The DEIR simply assumes that all alternatives (except the No Project alternative) will produce similar levels of GHG Emissions based simply on adherence to particular policies. A full analysis that considers varying impacts with each alternative should be included in the EIR.

"Analysis of Greenhouse Gas Emissions impacts was omitted in the DEIR and should be included in the Final EIR." *(J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-30])*

Response GHG-1: Greenhouse Gas Emissions

The comment asserts that the EIR did not include a full analysis of greenhouse gas emissions for the project and the alternatives. Analysis of potential greenhouse gas emission impacts of the proposed project is addressed in EIR Appendix B, Initial Study, on pp. B-16 through B-20 and analysis of the project variant's impacts is addressed in Section 9.C.8. As stated in the analysis, CEQA Guidelines section 15064.4 allows lead agencies to rely on a qualitative analysis to describe GHG emissions resulting from a project, and CEQA Guidelines section 15183.5 allows for public agencies to analyze and mitigate GHG emissions as part of a larger plan for the reduction of greenhouse gas emissions. Consistent with these guidelines, the initial study provides a qualitative analysis of greenhouse gas emission impacts by demonstrating the project's consistency with the City's Greenhouse Gas Reduction Strategy. Contrary to the commenter's assertion, a quantitative analysis of greenhouse gas emissions is not required under CEQA. Similarly, a qualitative analysis of potential GHG impacts of all alternatives as compared to the impacts of the proposed project is

provided in EIR Chapter 6, on pp. 6-85 and 6-86. Like the proposed project, impacts related to GHG emissions for the project variant and for all alternatives would be less than significant. The commenter's assertion that analysis of greenhouse gas impacts was omitted from the Draft EIR is incorrect. Such impacts were analyzed in the initial study, which is a part of the Draft EIR (and therefore also of the Final EIR) through its inclusion as Appendix B.

Public Services

Comment PS-1: Public Services

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

J.R. Eppler, O-PBNA2-31
Katherine Doumani, I-Doumani-5

"XI. Public Services

"The need to construct facilities for Public Services is acknowledged in the *Initial Study* but never analyzed despite recognition there will be an increased need for these services because of population growth.

"Analysis of Public Services impacts was omitted in the DEIR and should be included in the Final EIR." (*J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-31]*)

"Studies of Public Services & Community Amenities

"• The need to construct facilities for Public Services is acknowledged in the Initial Study but never analyzed despite recognition there will be an increased need for these services because of population growth. In-depth analysis based on accurate service need forecasting using current data needs to be conducted in the DEIR for schools, libraries and community centers. Note: There is not one pubic Middle School currently serving the Potrero/Dogpatch/Central Waterfront/Mission Bay area and Daniel Webster Elementary had the longest wait list of any elementary school in the district in 2018." (*Katherine Doumani, email, November 11, 2018, I-Doumani-5*)

Response PS-1: Public Services

The comments assert that the Draft EIR omitted analysis of public service impacts of the proposed project. This is incorrect. As correctly referenced by the commenter, analysis of potential impacts of the proposed project related to the construction of new or expanded public service facilities is addressed in EIR Appendix B, Initial Study, on pp. B-39 through B-48, and analysis of the project variant's impacts is addressed in Section 9.C.12.; This analysis addresses fire protection and emergency response services, police protection, schools, and libraries. For all services, the analyses

account for projected future population growth. For example, Impact PS-2, which relies on the most current available information, specifically states that operation of the project would not result in a significant impacts on the physical environment due to the construction of new or expanded schools, and states:

> "...Student enrollment as of fall 2016 was approximately 57,500 students, with an expected enrollment increase to 64,000-73,000 by *2030*... Ultimately, given the San Francisco Unified School District's overall capacity of almost 64,000 students, the estimated increase of up to 392 students under the project would not substantially change the demand for schools.[73] Project generated growth would be within the existing available capacity of the San Francisco Unified School District system. Therefore, implementation of the proposed project would not necessitate the need for new school facilities or the expansion of existing school facilities and the impacts would be **less than significant**."

[73] San Francisco Unified School District. *Growing Population, Growing Schools.* SPUR Forum Presentation, Slide 14. August 31, 2016. *https://www.spur.org/sites/default/files/events_pdfs/SPUR%20Forum_August%2031%202016.pptx_.pdf.* Accessed May 23, 2018.

Impact C-PS-3 addresses cumulative impacts related to the construction of new or expanded public services facilities, including the schools, and considers citywide growth. This cumulative analysis also relies on the most current information on school enrollment and capacity. Refer to Appendix B pp. B-47 and 48 for the complete discussion, which concludes that cumulative growth could result in a need for new capacity or facilities, but in the event that construction of new or expanded facilities should be warranted, the City's existing processes and regulations would ensure that any such construction would not result in significant environmental impacts. Therefore, the analysis determined that the cumulative impacts related to the construction of new or expanded public services would be less than significant.

The commenter's assertion that analysis of public services impacts was omitted from the Draft EIR is incorrect. Such impacts were analyzed in the initial study, which is a part of the Draft EIR (and therefore also of the Final EIR) through its inclusion as Appendix B.

Recreation

Comment RE-1: Recreation

This response addresses comments from the commenters listed below; each comment on this topic is quoted in full below this list:

J.R. Eppler, O-PBNA2-29
Katherine Doumani, I-Doumani-4, and PH-Doumani-4
Ron Miguel, PH-Miguel-1

"IX. **Recreation**

"The *Initial Study* asserts that the project would increase the use of existing neighborhood parks and other recreational facilities, but that the construction of new facilities would not be required. This conclusion is based on outdated population data from the 2010 census that was included in the 2014 *Recreation and Open Space Element (ROSE)*. The maps in *ROSE* show low population density in the area because intensive development of the Central Waterfront had not yet occurred. One of the maps projects just 0-33.41 potential new people per acre by 2040 at the Power Station site. Despite its drastically understated population projections, *ROSE* acknowledges that this as [*sic*] a "high needs area". In fact most, if not all, of the site is over one-half mile from any open space or facility for active uses and proposes [*sic*]. Furthermore, the proposed network of new open space onsite is inadequate, poorly designed, and includes very little active open space.

"Analysis of Recreation impacts was omitted in the DEIR and should be included in the Final EIR." *(J.R. Eppler, Potrero Boosters Neighborhood Association, letter [email attachment], November 19, 2018 [O-PBNA2-29]*

"**Studies of Need for Active Recreation Sites**

"• The Initial Study asserts that the project would increase the use of existing neighborhood parks and other recreational facilities, but that the construction of new facilities would not be required because it us [*sic*] using outdated 2010 census driven 2014 Rec and open space element maps.

"Given the acknowledged deficit of recreational facilities in the area, and stated project objectives to provide active uses, better consideration should be given to the quality and quantity of open space and recreation opportunities provided onsite." (*Katherine Doumani, email, November 11, 2018 [I-Doumani-4]*)

"This afternoon, I'll only touch on two important areas: public open space and shadowing, both of which have their roots in density.

"I am specifically not including the immediate waterfront area in these remarks. That acreage I consider entirely separate and to be developed appropriately.

"This project is on private land, not on Port land as is much of our waterfront, including other immediate developments such as Pier 70 and India Basin. Because of this difference, the Power Plant open space is under far less legal restraint and becomes an immense value to the general public as well as to those who will live and work there.

"The ability to create programmed space -- specified fields, playgrounds, and other uses not allowed on Port property -- must take high priority. Other than a single soccer field located on a building's roof, the plan is basically void of real usable programmable open space for the development itself or for the general public.

"As to that general public, the Power Plant site is adjacent to the fastest growing residential neighborhood in San Francisco. References to the 2014 recreation and open space element of the San Francisco General Plan rely on the 2010 census numbers and no longer have any viable relationship to this development.

"Nor is there consideration of other developments on the Planning Department's schedule. In my opinion, this concern is not sufficiently explored in the DEIR." (Ron Miguel, *public hearing transcript, November 8, 2018 [PH-Miguel-1]*)

"Most importantly, public services, especially community amenities, need to be discussed. Given the acknowledged deficit of recreational facilities in the area and the stated project objectives to provide active uses –

"-- better consideration should be given to the quality and quantity of open space and recreational opportunities." (*Katherine Doumani, public hearing transcript, November 8, 2018 [PH-Doumani-4]*)

Response RE-1: Recreation

The comments assert that the Draft EIR omitted an analysis of recreation impacts of the proposed project and better consideration should be given to the open space and recreational opportunities at the project site. The analysis of potential recreation impacts of the proposed project is addressed in EIR Appendix B, Initial Study, on pp. B-21 through B-28, and analysis of the project variant's impacts is addressed in Section 9.C.10. This analysis considers public property dedicated to open space uses as identified in the San Francisco General Plan Recreation and Open Space Element (ROSE) as well as recreational facilities that would be operational prior to project completion. Impact RE-1 and Impact C-RE-1, both rely on the most current available information with respect to the existing population and recreational facilities as well as anticipated population growth and planned recreational facilities. This analysis considers the availability of recreational resources within walking distance of the project site. As stated under Impact C-RE-1, the analysis identifies the current need for new or expanded recreational facilities and also identifies that there would be an anticipated increase in new parks and other recreational facilities within an approximately 0.5-mile radius of the project site. The impact analysis states the following:

> Taken collectively and including the project, the cumulative projects identified in Table 4.A-2, and as described above, would add approximately 1.77 million square feet (or 40.7 acres) of new parks and recreational facilities. These added facilities, as described above would provide both active use and passive use spaces, with multi-purpose uses such as plazas, open green spaces and lawns, shoreline access and trails, a recreational boat launch space, children's play areas and at least one new basketball court, along with the potential for additional court uses at Pier 70. Presently, the only active use/sports fields within 0.5 mile of the project site are the Potrero Hill Recreation Center and Esprit Park; however, with the added cumulative projects, there would be additional active space/sports fields located at Pier 70, Crane Cove Park, and the Bayfront Park, with a little league baseball field located further away at Pier 48, in addition to the U-6 and U-10 soccer fields proposed under the project.

For these reasons and others described in the initial study and in Section 9.C.10, the EIR concludes that the proposed project and the project variant would not result in cumulative impacts on recreational facilities or resources such that substantial physical deterioration of existing facilities would occur, and that cumulative impacts on recreational facilities would be less than significant.

Nevertheless, the planning department acknowledges the opinions of the commenters that the proposed open space is inadequate and poorly designed and it lacks "real usable programmable open space." These comments are being provided to the decision-makers for their consideration prior to taking an approval action on the project.

The commenter's assertion that analysis of recreation impacts was omitted from the Draft EIR is incorrect. Such impacts were analyzed in the initial study, which is a part of the Draft EIR (and therefore also of the Final EIR) through its inclusion as Appendix B.

Utilities

Comment UT-1: Water Supply

This response addresses comments from the commenter listed below; each comment on this topic is quoted in full below this list:

Commissioner Richards, PH-Richards-6

"The last thing -- and I'm going to submit some more detailed comments. I have a lot of little stickers here that I want to explore in writing. But I know we talk about -- I've mentioned this now several times. I know we talk about hydrology, you know, what's going happen to the groundwater and all those wonderful things. Yet -- and I bring this up every time because we're in the middle of having the State want to cut our water supply as a city. How do we actually handle population growth in the face of curbing deliveries of water to us? Do we have a desalinization plan? What's the plan so that the people that come here can actually have water to drink and all of us that actually live here have water to drink without significant rationing?

"I heard that, should the plan go through, we're all to having face a 40 percent reduction in an already economically state -- we use water very economically. So cutting it by half is -- would be a really, really hard thing for us as a city. So those are my initial comments." (*Commissioner Richards, public hearing transcript, November 8, 2018 [PH-Richards-6]*)

Response UT-1: Water Supply

The commenter raises the issue of potential future shortfalls to the City's water supply due to the adoption of the Bay-Delta Plan Amendments by the State Water Resources Control Board in December 2018. This action, which occurred subsequent to the publication of the Draft EIR, together with the San Francisco Public Utilities Commission's (SFPUC's) amendment to its 2009 Water Supply Agreement between the SFPUC and its wholesale customers in December 2018, have altered the water supply projections in the 2015 Urban Water Management Plan.[1]

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1 San Francisco Public Utilities Commission, *2015 Urban Water Management Plan for the City and County of San Francisco*, June 2016.

As a result, the SFPUC prepared an updated Water Supply Assessment[2] for the proposed project (including the project variant), and the planning department revised Impact UT-1 in Draft EIR Appendix B, Initial Study (EIR pp. B-29 to B-31) regarding whether or not there would be sufficient water supply available to serve the project in normal, dry, and multiple dry years and whether or not the project would result in the construction of new or expanded water supply facilities, the construction of which could cause significant environmental effects.

Chapter 12 of this Responses to Comments document contains the full text of the revised Impact UT-1. In summary, the analysis determined that sufficient water supplies would be available to serve the proposed project (or project variant) and reasonably foreseeable future development in normal, dry, and multiple dry years unless the Bay-Delta Plan Amendment is implemented. If the Bay-Delta Plan Amendment is implemented, the SFPUC may develop new or expanded water supply facilities to address shortfalls in single and multiple dry years but this would occur with or without the proposed project. Impacts related to new or expanded water supply facilities cannot be identified at this time, but the analysis assumes that construction and/or operation of such facilities could result in a significant cumulative impact. However, the proposed project would represent 0.36 percent of the total water demand in San Francisco in 2040. Thus, new or expanded dry-year water supplies would be needed under the Bay-Delta Plan Amendment regardless of whether the proposed project is constructed. Any physical environmental impacts related to the construction and/or operation of new or expanded water supplies would occur with or without the proposed project. Therefore, the proposed project would not have a considerable contribution to this significant cumulative impact.

The analysis also acknowledges that given the long lead times associated with developing additional water supplies, the SFPUC would likely address supply shortfalls through increased rationing for the next 10 to 30 years (or more). The higher levels of rationing on a citywide basis could result in significant cumulative effects, but neither the proposed project nor the project variant would make a considerable contribution to impacts from increased rationing. Therefore, under the revised impact analysis for Impact UT-1, the impact conclusion remains unchanged from the Draft EIR, and this impact would be ***less than significant*** for both the proposed project and the project variant. See Chapter 12 for the detailed analysis of the revised water supply impact.

[2] San Francisco Public Utilities Commission, 2019. Resolution No. 19-0161 approving the Revised Water Supply Assessment for the proposed Potrero Power Station Project dated August 13, 2019.

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CHAPTER 12
Draft EIR Revisions

This chapter presents revisions to the text, tables, and figures of the Potrero Power Station Mixed-Use Development Project Draft EIR published on October 3, 2018. The revisions to the Draft EIR are made in response to comments on the Draft EIR, as identified in Section 11, Comments and Responses, or are included to correct, clarify, or update the Draft EIR text, as planning department staff-initiated changes. Note that information on the project variant is presented in Chapter 9 and that insofar as certain aspects of the proposed project and its environmental impacts are the same for the project variant, the revisions presented in this chapter also apply to the project variant.

All revisions correct, clarify, expand, or update information and/or graphics presented in the Draft EIR. Staff-initiated changes to clarify information presented in the Draft EIR are highlighted with an asterisk (*) in the margin to distinguish them from text changes made in response to comments. For each revision, new language is double underlined, while deleted text is shown in ~~strikethrough~~. The changes are organized in the order of the EIR table of contents.

None of the revisions result in substantial changes in the analysis or conclusions presented in the Draft EIR. These revisions do not constitute "new information of substantial importance" within the meaning of CEQA Guidelines section 15162(a)(3); therefore, recirculation of the Draft EIR is not required.

Summary

* To be consistent with the revisions made under the applicable resource topics as well as to correct errors, the following revisions are made to Table S-1, Summary of Impacts of the Proposed Project—Disclosed in this EIR, starting on p. S-32, as shown below.

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
EIR Section 4.F Noise and Vibration			
Impact NO-1: Project construction could expose people to or generate noise levels in excess of standards in the Noise Ordinance (Article 29 of the San Francisco Police Code) or applicable standards of other agencies.	S	**Mitigation Measure M-NO-1: Construction Noise Control Measures** The project sponsor shall implement construction noise controls as necessary to ensure compliance with the Noise Ordinance limits and to reduce construction noise levels at sensitive receptor locations to the degree feasible. Noise reduction strategies that could be implemented include, but are not limited to, the following: • Require the general contractor to ensure that equipment and trucks used for project construction utilize the best available noise control techniques (e.g., improved mufflers, equipment redesign, use of intake silencers, ducts, engine enclosures, and acoustically-attenuating shields or shrouds). • Require the general contractor to locate stationary noise sources (such as the rock/concrete crusher, or compressors) as far from adjacent or nearby sensitive receptors as possible, to muffle such noise sources, and/or to construct barriers around such sources and/or the construction site, which could reduce construction noise by as much as 5 dBA. To further reduce noise, the contractor shall locate stationary equipment in pit areas or excavated areas, to the maximum extent practicable. • Require the general contractor to use impact tools (e.g., jack hammers, pavement breakers, and rock drills) that are hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. Where use of pneumatic tools is unavoidable, an exhaust muffler on the compressed air exhaust shall be used, along with external noise jackets on the tools, which would reduce noise levels by as much as 10 dBA. Include noise control requirements for construction equipment and tools, including specifically concrete saws, in specifications provided to construction contractors. Such requirements could include, but are not limited to, erecting temporary plywood noise barriers around a construction site, particularly where a site adjoins noise-sensitive uses; utilizing noise control blankets on a building structure as the building is erected to reduce noise levels emanating from the construction site; performing all work in a manner that minimizes noise; using equipment with effective mufflers; undertaking the most noisy activities during times of least disturbance to surrounding residents and occupants; and selecting haul routes that avoid residential uses. • Prior to the issuance of each building permit, along with the submission of construction documents, submit to the Planning Department and Department of Building Inspection or the Port, as appropriate, a plan to track and respond to complaints pertaining to construction noise. The plan shall include the following measures: (1) a procedure and phone numbers for notifying the San Francisco Department of Building Inspection or the Port, the Department of Public Health, and the Police Department (during regular construction hours and off-hours); (2) a sign posted onsite describing permitted construction days and hours, noise complaint procedures, and a complaint hotline number that shall be answered at all times during construction; (3) designation of an onsite construction compliance and enforcement manager for the project; and (4) notification of neighboring residents and non residential building managers within 300~~1~~ feet of the project construction area at least 30 days in advance of extreme noise-generating activities (such as pile driving and blasting) about the estimated duration of the activity.	LTS

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
EIR Section 4.F Noise and Vibration (cont.)			
Impact NO-1 (cont.)		• Wherever pile driving or controlled rock fragmentation/rock drilling is proposed to occur, the construction noise controls shall include as many of the following control strategies as feasible: – Implement "quiet" pile-driving technology such as pre-drilling piles where feasible to reduce construction-related noise and vibration. – Use pile-driving equipment with state-of-the-art noise shielding and muffling devices. – Use pre-drilled or sonic or vibratory drivers, rather than impact drivers, wherever feasible (including slipways) and where vibration-induced liquefaction would not occur. – Schedule pile-driving activity for times of the day that minimize disturbance to residents as well as commercial uses located onsite and nearby. Erect temporary plywood or similar solid noise barriers along the boundaries of each project block as necessary to shield affected sensitive receptors. – Implement other equivalent technologies that emerge over time. – If controlled rock fragmentation (including rock drills) were to occur at the same time as pile driving activities in the same area and in proximity to noise-sensitive receptors, pile drivers should be set back at least 100 feet while rock drills should be set back at least 50 feet (or vice-versa) from any given sensitive receptor. – If blasting is done as part of controlled rock fragmentation, use of blasting mats and reducing blast size shall be implemented to the extent feasible in order to minimize noise impacts on nearby sensitive receptors.	
Impact NO-2: Project construction would cause a substantial temporary or periodic increase in ambient noise levels at noise-sensitive receptors, above levels existing without the project.	S	**Mitigation Measure M-NO-1: Construction Noise Control Measures** (see Impact NO-1, above) **Improvement Measure I-NO-A: Nighttime Construction Noise Control Measures** The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project: • Nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary. • Temporary noise barriers installed in the line-of-sight between the location of construction and any occupied residential uses. • Construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8 p.m. and after 7 a.m. • Further, notices shall be provided to be mailed or, if possible, emailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur and again within three days of commencing such work. Such notice shall include: i. a description of the work to be performed; ii. two 24-7 emergency contact names and cell phone numbers; iii. the exact dates and times when the night work will be performed; iv. the name(s) of the contractor(s); and	SUM

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
EIR Section 4.F Noise and Vibration (cont.)			
Impact NO-2 (cont.)		v. the measures that the contractor will perform to reduce or mitigate night noise. • In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building.	
Impact NO-3: Construction truck traffic would not cause a substantial temporary or periodic increase in ambient noise levels along access streets in the project vicinity	LTS	**No Mitigation required.** **Improvement Measure I-NO-AB: Avoidance of Residential Streets** Trucks should be required to use routes and queuing and loading areas that avoid existing and planned residential uses to the maximum extent feasible, including existing residential development on Third Street (north of 23rd Street), existing residential development on Illinois Street (north of 20th Street), and planned Pier 70 residential development (north of 22nd Street). **Improvement Measure I-TR-A, Construction Management Plan and Public Updates** (see Section 4.E, Transportation and Circulation, Impact TR-1)	NA
Impact NO-5: Operation of the stationary equipment on the project site could result in a substantial permanent increase in ambient noise levels in the immediate project vicinity, and permanently expose noise-sensitive receptors to noise levels in excess of standards in the San Francisco Noise Ordinance.	S	**Mitigation Measure M-NO-5: Stationary Equipment Noise Controls** For all stationary equipment on the project site, noise attenuation measures shall be incorporated into the design of fixed stationary noise sources to ensure that the noise levels meet section 2909 of the San Francisco Police Code. A qualified acoustical engineer or consultant shall verify the ambient noise level based on noise monitoring and shall design the stationary equipment to ensure that the following requirements of the noise ordinance are met: • Fixed stationary equipment shall not exceed 5 dBA above the ambient noise level at the property plane at the closest residential uses (Blocks 1, 5 - 8, 13 and possibly Blocks 4, 9, 12, and 14, depending on the use ultimately developed) and 8 dBA on blocks where commercial/industrial uses are developed (Blocks 2, 3, 10, 11, and possibly Blocks 4, 12, and 14, depending on the use ultimately developed); • Stationary equipment shall be designed to ensure that the interior noise levels at adjacent or nearby sensitive receptors (residential, hotel, and childcare receptors) do not exceed 45 dBA. Noise attenuation measures could include installation of critical grade silencers, sound traps on radiator exhaust, provision of sound enclosures/barriers, addition of roof parapets to block noise, increasing setback distances from sensitive receptors, provision of intake louvers or louvered vent openings, location of vent openings away from adjacent residential uses, and restriction of generator testing to the daytime hours. The project sponsor shall demonstrate to the satisfaction of the Environmental Review Officer (ERO) that noise attenuation measures have been incorporated into the design of all fixed stationary noise sources to meet these limits prior to approval of a building permit.	LTS

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
EIR Section 4.F Noise and Vibration (cont.)			
Impact NO-5 (cont.)		**Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses:** The following improvement measures will be implemented to reduce the potential for disturbance of Pier 70 residents from other traffic-related, noise-generating activities located near the northern PPS site boundary: a. *Design of Building Loading Docks and Trash Enclosures.* To minimize the potential for sleep disturbance at any potential adjacent residential uses, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed. If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings. b. *Design of Above-Ground Parking Structure.* Any parking structure shall be designed to shield existing or planned residential uses from noise and light associated with parking cars. c. *Restrict Hours of Operation of Loading Activities on Craig Lane.* To reduce potential conflicts between loading activities for commercial uses and potential residential uses, the project sponsor will seek to restrict loading activities on Craig Lane to occur only between the hours of 7 a.m. and 8 p.m. In the event Craig Lane is a private street, such restriction may be included in the Covenants, Conditions, and Restrictions applicable to the project site. If San Francisco Public Works accepts Craig Lane, the project sponsor will seek to have SFMTA impose these restrictions.	
Impact C-NO-1: Cumulative construction of the proposed project combined with construction of other past, present, and reasonably foreseeable future projects would cause a substantial temporary or periodic increase in ambient noise levels.	S	**Mitigation Measure M-NO-1: Construction Noise Control Measures** (see Impact NO-1, above) **Mitigation Measure M-NO-4a: Vibration Control Measures During Controlled Blasting and Pile Driving** (see Impact NO-4, above) **Improvement Measure I-NO-AB: Avoidance of Residential Streets** (see Impact NO-3 above) **Improvement Measure I-TR-A, Construction Management Plan and Public Updates** (see Impact TR-1)	SUM

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
EIR Section 4.G Air Quality (cont.)			
Impact AQ-2 (cont.)		**Mitigation Measure M-AQ-2f: Offset Construction and Operational Emissions** Prior to issuance of the final certificate of occupancy for the final building associated with Phase 1, the project sponsor, with the oversight of the Environmental Review Officer (ERO), shall either: (1) ***Directly fund or implement a specific offset project within San Francisco*** to achieve equivalent to a one-time reduction of ~~12~~13 tons per year of ozone precursors. This offset is intended to offset the combined emissions from construction and operations remaining above significance levels after implementing the other mitigation measures discussed. To qualify under this mitigation measure, the specific emissions offset project must result in emission reductions within the San Francisco Bay Area Air Basin that would not otherwise be achieved through compliance with existing regulatory requirements. A preferred offset project would be one implemented locally within the City and County of San Francisco. Prior to implementing the offset project, it must be approved by the ERO. The project sponsors shall notify the ERO within six (6) months of completion of the offset project for verification; or (2) ***Pay mitigation offset*** fees ~~in two installments~~ to the Bay Area Air Quality Management District Bay Area Clean Air Foundation. The mitigation offset fee, currently estimated at approximately $30,000 per weighted ton, plus an administrative fee of no more than ~~five~~ 5 percent of the total offset, shall fund one or more emissions reduction projects within the San Francisco Bay Area Air Basin. The fee will be determined by the planning department, the project sponsor, and the air district, and be based on the type of projects available at the time of the payment. This fee is intended to fund emissions reduction projects to achieve reductions ~~that may total up to 16~~ of 13 tons of ozone precursors per year, which is the amount required to reduce emissions below significance levels after implementation of other identified mitigation measures as currently calculated. The offset fee shall be made prior to issuance of the final certificate of occupancy for the final building associated with Phase 1 of the project (or an equivalent of approximately 360,000 square feet of residential, 176,000 square feet of office, 16,000 square feet of retail, 15,000 square feet of PDR, 240,000 square feet of hotel, and 25,000 square feet of assembly) when the combination of construction and operational emissions is predicted to first exceed 54 pounds per day. This offset payment shall total the predicted 13 tons per year of ozone precursors above the 10 ton per year threshold after implementation of Mitigation Measures M-AQ-2a though M-AQ-2e and M-TR-5. The total emission offset amount was calculated by summing the maximum daily construction and operational emissions of ROG and NO~~X~~x (pounds/day), multiplying by 260 work days per year for construction and 365 days per year for operation, and converting to tons. The amount represents the total estimated operational and construction-related ROG and NOx emissions offsets required. (3) ***Additional mitigation offset fee.*** The need for an additional mitigation offset payment shall be determined as part of the performance standard assessment of Mitigation Measure M-TR-5. If at that time, it is determined that implementation of Mitigation Measure M-TR-5 has successfully achieved its targeted trip reduction at project buildout, or the project sponsor demonstrates that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less	

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
EIR Section 4.G Air Quality (cont.)			
Impact AQ-2 (cont.)		than the 10-ton-per-year thresholds for ROG and NOx, then no further installment shall be required. However, if the performance standard assessment determines that the trip reduction goal has not been achieved, and the project sponsor is unable to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx, then an additional offset payment shall be made in an amount reflecting the difference in emissions, in tons per year of ROG and NOx, represented by the shortfall in trip reduction. Documentation of mitigation offset payments, as applicable, shall be provided to the planning department. When paying a mitigation offset fee, the project sponsor shall enter into a memorandum of understanding (MOU) with the Bay Area Air Quality Management District Clean Air Foundation. The MOU shall include details regarding the funds to be paid, the administrative fee, and the timing of the emissions reductions project. Acceptance of this fee by the air district shall serve as acknowledgment and a commitment to (1) implement an emissions reduction project(s) within a time frame to be determined, based on the type of project(s) selected, after receipt of the mitigation fee to achieve the emissions reduction objectives specified above and (2) provide documentation to the planning department and the project sponsor describing the project(s) funded by the mitigation fee, including the amount of emissions of ROG and NOx reduced (tons per year) within the San Francisco Bay Area Air Basin from the emissions reduction project(s). To qualify under this mitigation measure, the specific emissions reduction project must result in emission reductions within the basin that are real, surplus, quantifiable, and enforceable and would not otherwise be achieved through compliance with existing regulatory requirements or any other legal requirement. The requirement to pay such mitigation offset fee shall terminate if the project sponsor is able to demonstrate that the project's emissions upon the earlier of: (a) full build-out or (b) termination of the Development Agreement are less than the 10-ton-per-year thresholds for ROG and NOx. ...	
Initial Study E.10 Utilities and Service Systems			
Impact UT-1: ~~The City's water service provider would have sufficient water supply available to serve the proposed project from existing entitlements and resources. The proposed project would not require new or expanded water supply resources or entitlements or the construction of new or expanded water treatment facilities.~~ Sufficient water supplies are available to serve the proposed project and reasonably foreseeable future development in normal, dry, and multiple dry years unless the Bay Delta Plan Amendment is implemented; in that event the SFPUC may develop new or expanded water supply facilities to address shortfalls in single and multiple dry years but this would occur with or without the proposed	LTS	No mitigation required.	NA

Environmental Impact	Level of Significance prior to Mitigation	Mitigation and Improvement Measures	Level of Significance after Mitigation
project. Impacts related to new or expanded water supply facilities cannot be identified at this time or implemented in the near term; instead, the SFPUC would address supply shortfalls through increased rationing, which could result in significant cumulative effects, but the project would not make a considerable contribution to impacts from increased rationing.			

Chapter 2, Project Description

* Figure 2-2 on EIR p. 2-6 is revised as shown on the next page following to reflect the corrected designation of City-owned property within the project boundaries.

* Figure 2-3 on EIR p. 2-8, is revised to reflect demolition of onsite structures as of October 2018 with an added pink color code added to the figure and key, and the removal of asterisk symbols, as shown on the following pages.

* The paragraph under the heading "General Plan Land Use Designations" on EIR p. 2-9 is revised as follows:

> The project site is centrally located within the eastern portion of the Central Waterfront Area Plan area (shown on Figure 2-1), which is one of the five plan areas included in the Eastern Neighborhoods Area Plans, adopted in 2008 and that took effect in January 2009.

* Figure 2-8 on EIR p. 2-23, is revised to include the waterfront access corridor description for Block 9 on the following pages.

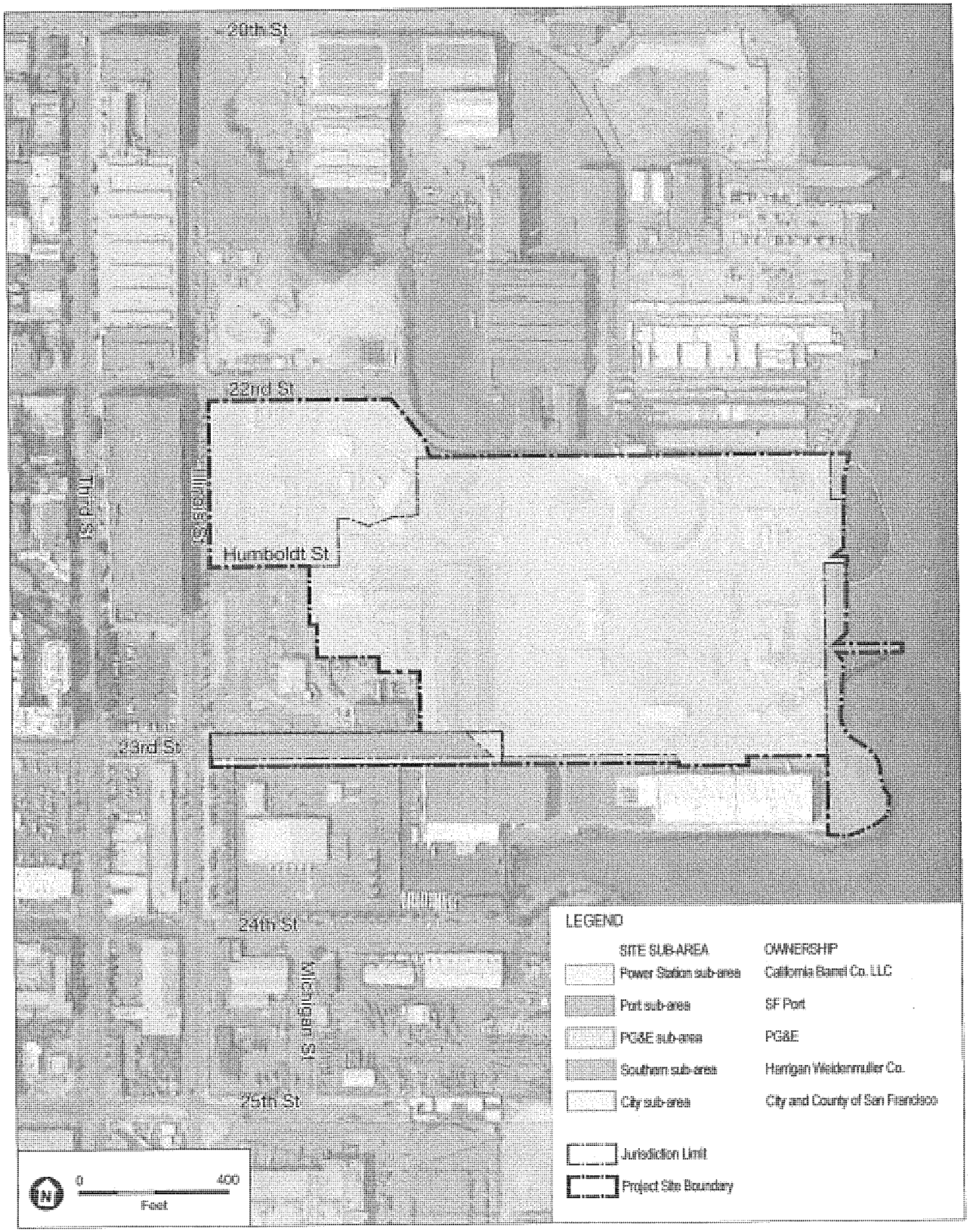
* Figure 2-10 on EIR p. 2-26, is revised to indicate that Louisiana Street and Delaware Street are each an Alley north of Humboldt Street on the following pages.

* Figure 2-14 on EIR p. 2-23, is revised to change the shuttle stop locations and designations on the following pages.

* Figure 2-15 on EIR p. 2-34, is revised to remove note and arrow on south side of Block 11 that says "existing trees to be retained," as shown on the following pages.

* The text on p. 2-57 under Section 2.F.2, Construction Equipment, is revised as follows for clarification:

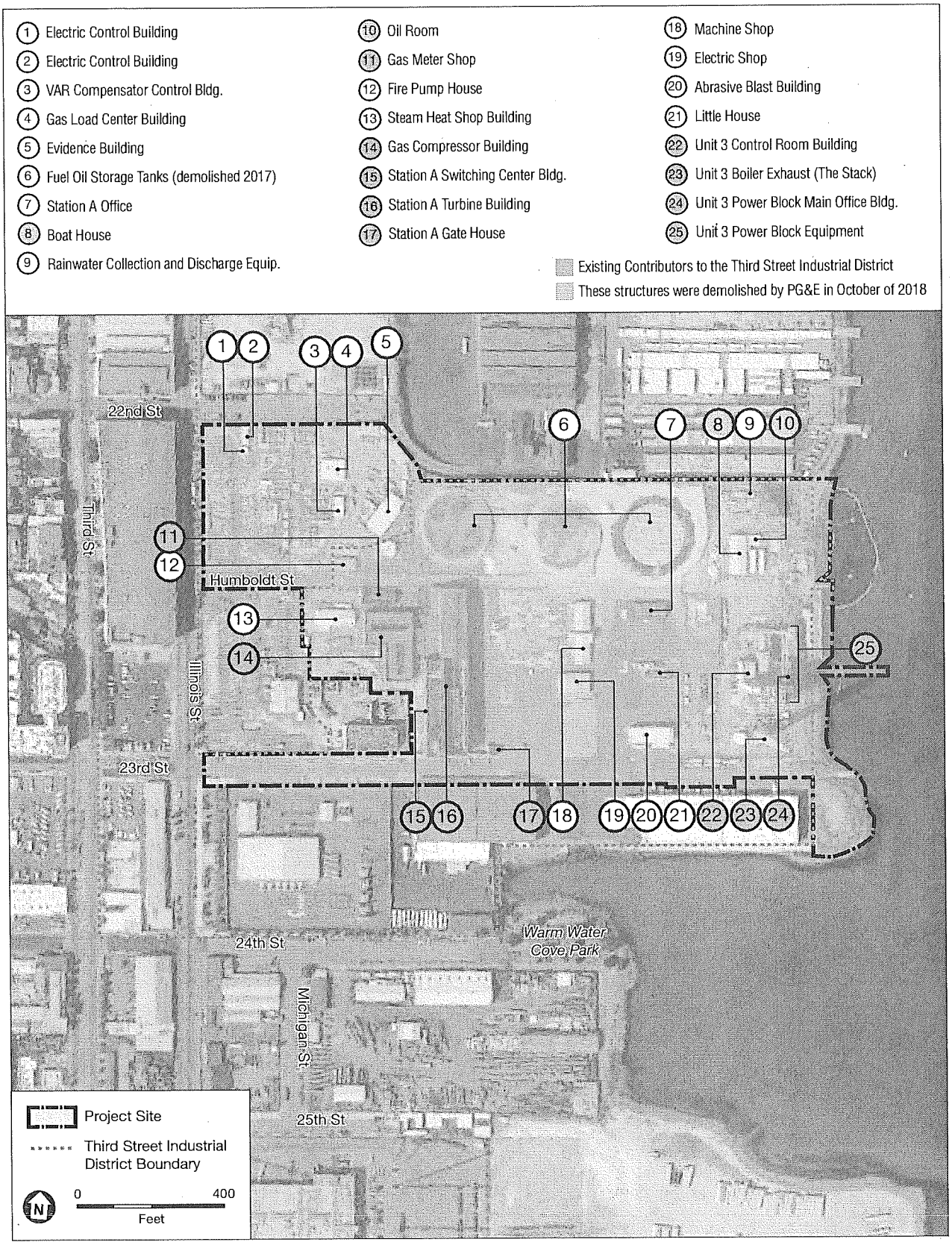
> With respect to proposed in-water and overwater construction activities, a variety of landside and waterside equipment would be used. It is anticipated that a landside track-mounted crane with pile hammer and/or other appropriate installation device would be used to install the piles over the shoreline slope to support the proposed wharf. The proposed concrete wharf deck would be constructed over the piles by way of either a cast-in-place reinforced deck, or cast-in-place concrete pile caps with precast concrete deck panel and cast-in-place concrete overlay. The proposed prefabricated floating dock and gangway on barge would be transported to the project site ~~on barges towed~~ by tugboats. A landside track-mounted crane would be used to lift the gangway off the barge and set it onto the pile-supported wharf and the floating dock, after which the gangway would be structurally connected. A track-mounted crane fitted with pile hammer and/or other appropriate installation device atop a deck barge (maneuvered by a tugboat) would be used to install the off-shore guide piles for the floating dock. See also proposed Section 2.F.3, "In-Water Construction Avoidance and Minimization Measures," below.



SOURCE: Perkins+Will 2017; Google Earth, 2017; ESA, 2018

Potrero Power Station Mixed-Use Development Project

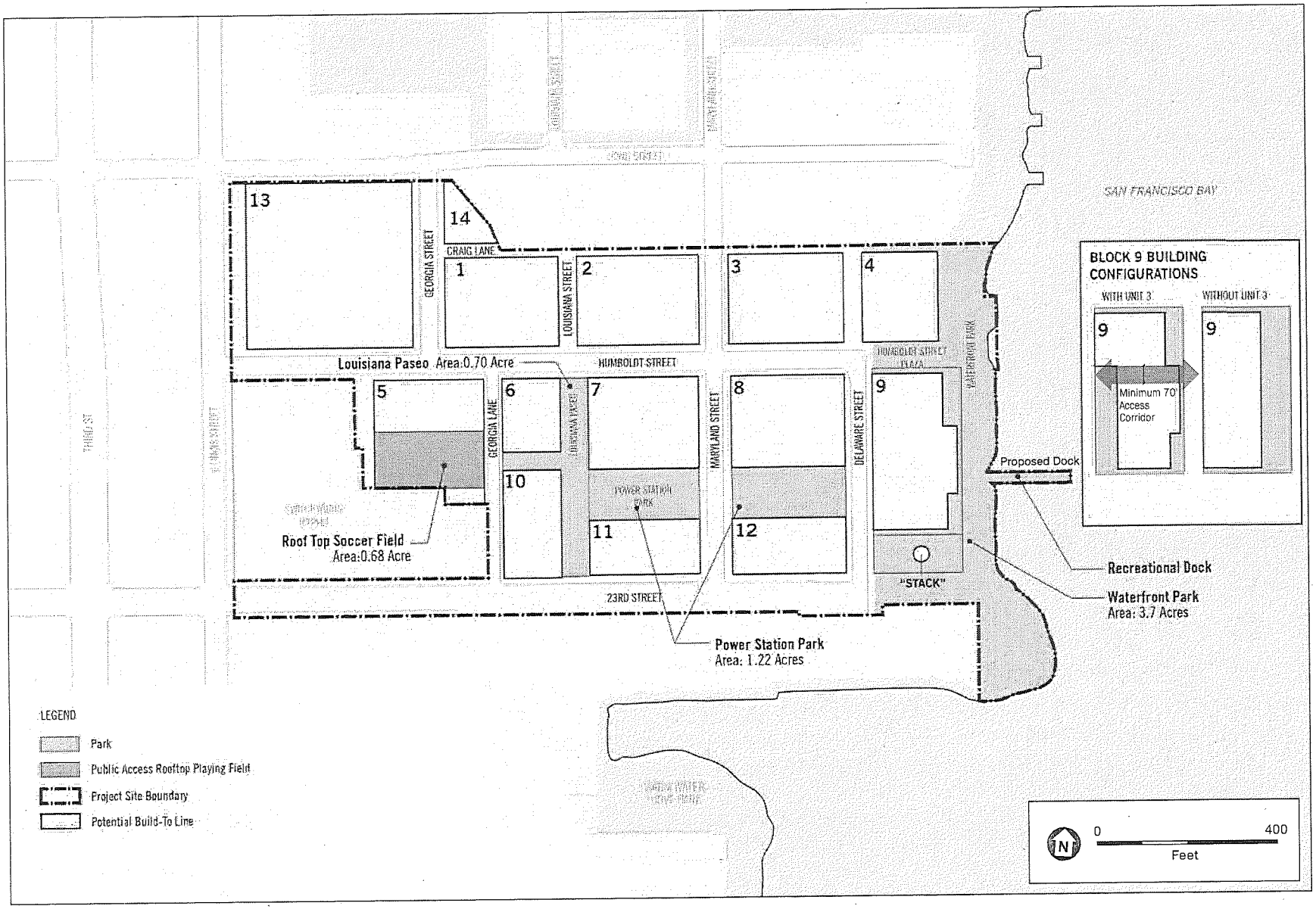
Figure 2-2 (Revised)
Project Site Sub-Areas and Ownership



SOURCE: Perkins+Will 2017; Google Earth, 2017; ESA, 2018

Potrero Power Station Mixed-Use Development Project

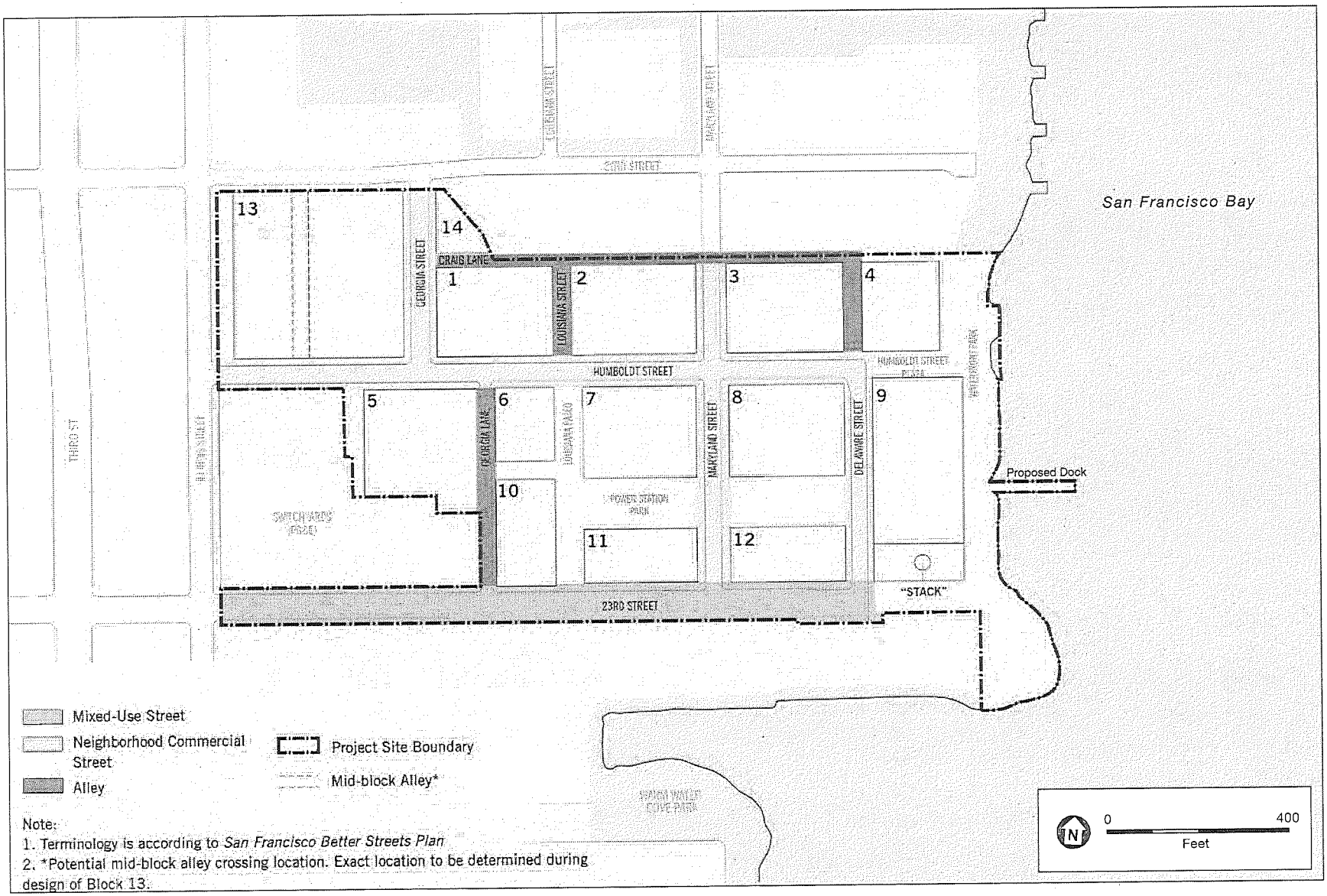
Figure 2-3 (Revised)
Existing Structures on Project Site



SOURCE: Perkins+Will, 2018

Potrero Power Station Mixed-Use Development Project

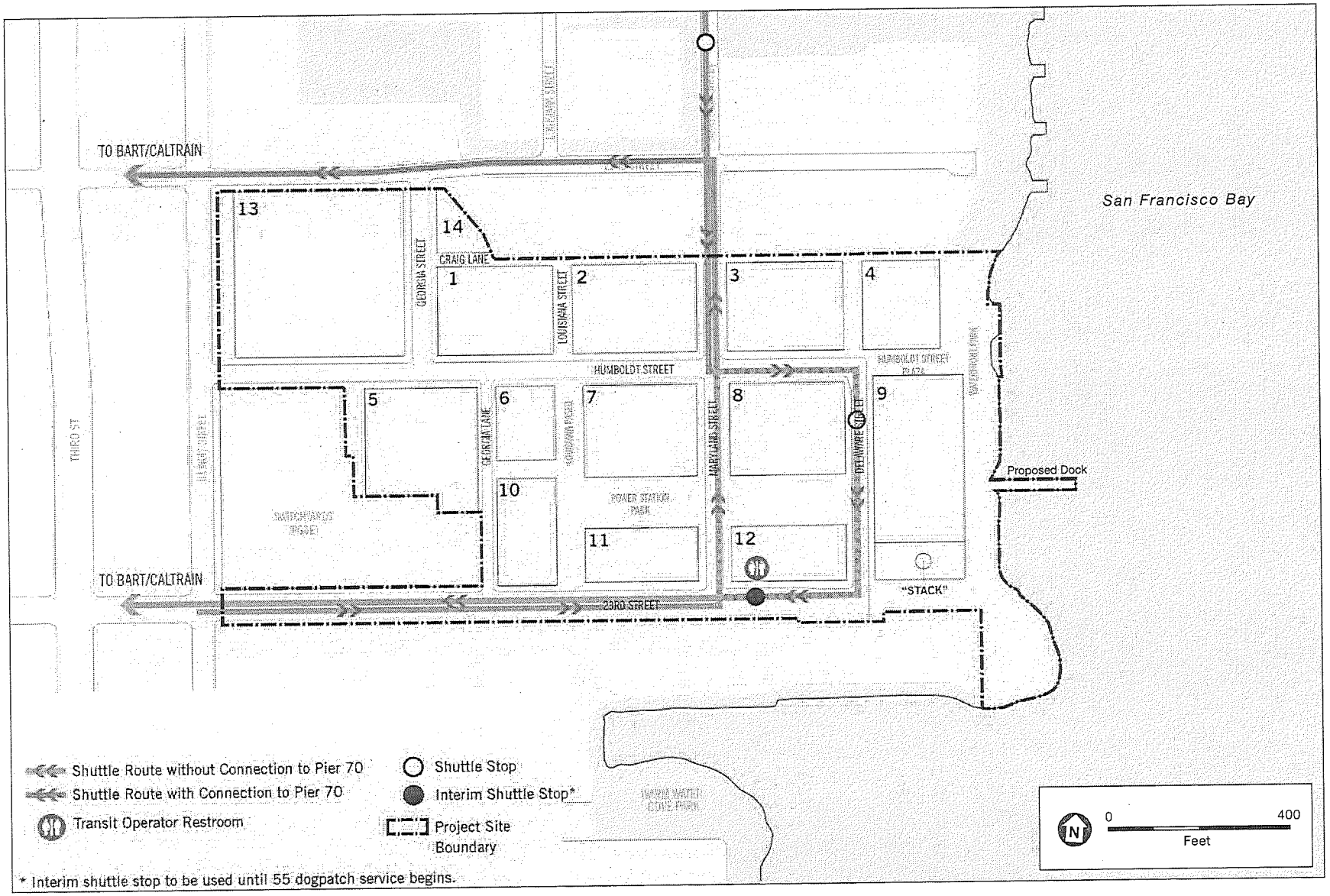
Figure 2-8 (Revised)
Proposed Park and Open Space Plan



SOURCE: Perkins+Will, 2019

Potrero Power Station Mixed-Use Development Project

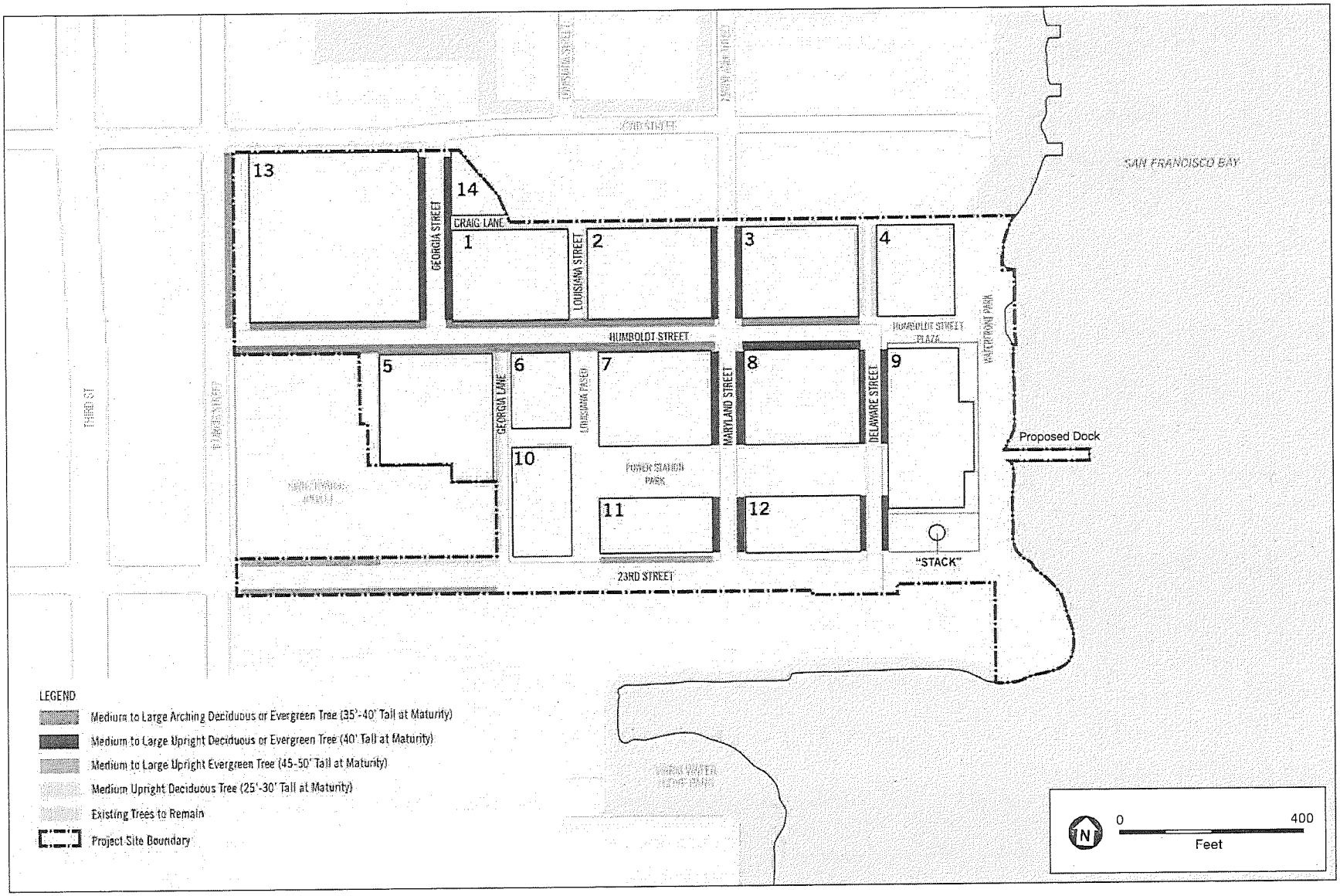
Figure 2-10 (Revised)
Proposed Street Type Plan



SOURCE: Perkins+Will, 2019

Potrero Power Station Mixed-Use Development Project

Figure 2-14 (Revised)
Proposed Transit Shuttle Plan



SOURCE: Perkins+Will, 2018

Potrero Power Station Mixed-Use Development Project

Figure 2-15 (Revised)
Proposed Street Tree Plan

Chapter 3, Plans and Policies

* To acknowledge in-water construction in EIR Chapter 3, Plans and Policies, the first two paragraphs on EIR p. 3-11, under the heading, San Francisco Bay Plan, are revised as follows:

> The San Francisco Bay Conservation and Development Commission (BCDC) is the state's coastal management agency for San Francisco Bay. The San Francisco Bay Plan, as amended through 2011, guides the protection and use of the bay and its shoreline. The commission has permit jurisdiction over portions of the nine Bay Area counties subject to tidal action up to the mean high tide line, including the bay, its sloughs, tidelands, submerged lands, and certain marshlands, as well as over land lying within a 100-foot-wide shoreline band upland from the bay shoreline. The commission has permit authority over the placement of fill, extraction of materials, and substantial changes in use of land, water, or structures within its jurisdiction, and to enforce policies aimed at protecting the bay and its shoreline, as well as maximizing public access to the bay.
>
> At the project site, the shoreline band under BCDC jurisdiction encompasses an area within 100 feet inland of the mean high tide line. The proposed project would require commission approval of activities within this shoreline band and those activities proposed in San Francisco Bay, including construction of a recreational dock, shoreline protection and other shoreline features, a portion of the Unit 3 Power Block rehabilitation, and a potential new stormwater outfall. Because only recreational, open space, and public access uses and certain shoreline improvements are proposed for the portions of the project site within the shoreline band or in the bay, the project does not appear to conflict with the San Francisco Bay Plan or BCDC regulations. However, the commission will make the final determination of consistency with plans and policies for the portions of the project site that are within its permit jurisdiction.

* To add a reference to the Bay Trail Plan to EIR Chapter 3, the paragraph under the heading "3.C.3, Other Regional Plans and Policies," on EIR p. 3-12 is revised as follows:

> Other regional plans and policies, such as the Association of Bay Area Governments' 1989 San Francisco Bay Trail Plan, the Bay Area Air Quality Management District's 2017 Clean Air Plan, and the San Francisco Bay Regional Water Quality Control Board's Water Quality Control Plan for the San Francisco Bay Basin, directly address specific environmental resources and contain objectives or standards to maintain or improve specific characteristics of the city's, as well as the region's, physical environment. These matters are discussed in the relevant resource sections of this EIR. As explained therein, the proposed project is not expected to conflict substantially with any of these objectives or standards.

Section 4.A, Impact Overview

* To clarify the cumulative projects included in this list the EIR text is revised on p. 4.A-11 to read:

> For the resource topics using the list-based approach, **Table 4.A-2, Cumulative Projects in the Project Vicinity**, presents a comprehensive list of cumulative development and infrastructure projects generally located within 0.5 mile of the project site that are considered in the various cumulative analyses. ~~(~~Though in order to consider larger projects this table considers some projects beyond 0.5 mile when they were also included in the adjacent Pier 70 Mixed-Use District Project EIR cumulative list (beginning on Pier 70 Mixed-Use District Project EIR p. 4.A-12) and generally excludes projects that are smaller than nine new units or primarily entail renovations~~)~~.

* To account for the Pier 70 Mixed-Use District Project, April 16, 2018 Addendum and to correct a label, Table 4.A-1 starting on p. 4.A-13 is modified, as shown on the following page.

Section 4.B, Land Use

* The second to last sentence on p. 4.B-2 is revised to read:

> As noted, the Pier 70 Mixed-Use District project is immediately north of the project site; it is approved for up to about ~~5.3~~4.2 million square feet of residential, commercial, retail/arts/light-industrial, and open space uses, with buildout anticipated by approximately 2029.

* The second to last sentence on p. 4.B-5 is revised to read:

> In addition to the heights depicted on Figure 4.B-3, the Pier 70 SUD establishes permitted maximum building heights for new construction of ~~65~~40 to 90 feet.

Section 4.C, Population and Housing

* To correct an error, the first paragraph on EIR p. 4.C-18, under the heading, Supplemental Information, is revised as follows:

> ***Jobs-Housing Balance***
>
> The balance between jobs and housing is assessed on citywide and regional scales, rather than on a project-by-project basis. The proposed project would result in 4,747 new jobs and 2,682 new housing units. This would result in a 0.~~00~~67 percent increase in jobs, and 0. ~~00~~68 percent increase in housing within San Francisco.

TABLE 4.A-2 (REVISED)
CUMULATIVE PROJECTS IN THE PROJECT VICINITY

Key #	Project Name (Case File No.)	Status as of NOP	Dwelling Units	Commercial/ Retail (gsf)	Office (gsf)	Industrial (gsf)	Event Center (gsf)	Public Open Space (gsf)	Child Care (~~students~~ children)	Total # of Employees & Residents[a]
1	Pier 70 Mixed-Use District (also referred to as the Pier 70 project) (2014-001272ENV)[b]	Planning Entitled	1,000-2,000	400,000	900,000-1,810,000			304,900	50	12,24~~3~~50
2	SF Port Re-Tenanting of Pier 70 Shipyard (2014.0713E)[c]	Planning Entitled								-
3	20th Street Historic Core at Pier 70 (2016-000346ENV)	Building Permit Approved		16,000	100,000	224,000		42,000		961
4	2420 Third Street (2013.0673E)	Building Permit Approved	9	500						22
5	901 Tennessee Street (2013.0321E)	Under Construction	40							100
6	950 Tennessee Street (2014.1434ENV)	Planning Entitled	103							234
7	888 Tennessee Street/890 Tennessee Street (2013.0975E)	Planning Entitled	128							291
8	2290 Third Street (2005.0408E)	Building Permit Approved	71							161
9	815-825 Tennessee Street (2013.0220E)	Under Construction	69							157
10	2230 Third Street (2013.0531E)	Under Review	37	2,400						91
11	777 Tennessee Street (2013.0312E)	Building Permit Approved	59							134
12	600 20th Street	Under Review	20	1,400						49
13	2171 Third Street/590 19th Street (2013.0784E)	Building Permit Approved	109	3,100						256
14	Crane Cove Park (2015-001314ENV)	Under Construction						426,900		3
15	2092 Third Street/600 18th Street (2014.0168E)	Building Permit Approved	18	3,100						50
16	595 Mariposa Street (2014.1579ENV)	Building Permit Approved	20							45
17	2051 Third Street/650 Illinois Street (2010.0726E)	Under Construction	93							211
18	Mariposa Pump Station Upgrade (2014-002522ENV)[d]	Planning Entitled								-
19	Mission Bay Ferry Landing (2017-008824ENV)	Under Review								-
20	Golden State Warriors Event Center and Mixed-Use Development (2014.1441E)	Under Construction		125,000	605,000		750,000	139,400		3,728
21	Bayfront Park (ER 919-97)	Under Construction						239,600		1

TABLE 4.A-2 (CONTINUED)
CUMULATIVE PROJECTS IN THE PROJECT VICINITY (REVISED)

Key #	Project Name (Case File No.)	Status as of NOP	Dwelling Units	Commercial/ Retail (gsf)	Office (gsf)	Industrial (gsf)	Event Center (gsf)	Public Open Space (gsf)	Child Care (~~students~~ children)	Total # of Employees & Residents[a]
22	Seawall Lot 337/Pier 48 (2013.0208E)	Planning Entitled	1,500	1,250,000	700,000			348,500		9,515
23	650 Indiana Street (2012.1574E)	Under Construction	61	1,900						144
24	800 Indiana Street (2011.1374E)	Under Construction	326							740
25	645 Texas Street (2012.1218E)	Under Construction	91							207
26	790 Pennsylvania Avenue / 1395 22nd Street (2011.0671E)	Under Construction	256			43,600				689
27	Potrero Hope SF Master Plan (2010.0515E)	Planning Entitled	1,700		10,000				40-60	3,905
28	1000 Mississippi Street (2014-001291ENV)	Building Permit Approved	28							64
29	1201–1225 Tennessee Street (2012.0493E)	Under Construction	259	2,300						595
30	1499 Illinois Street, 1401-1443 Illinois Street, & 700 25th Street (2018-000949ENV)[e]	Under Review		2,500	230,000					840
31	Central Bayside System Improvement Project (Indiana Street Channel Tunnel and Carolina Street Channel Tunnel) (2017-000181ENV)[f]	Under Review								-
		Total[g]	**6,001-7,001**	**1,808,200**	**2,545,000-3,455,000**	**267,600**	**750,000**	**1,501,300**	**~~40-60~~ 90-110**	**35,43441**

NOTES:

[a] Employment and Residential generation rates generated using the following: Dwelling Units: 2.27 persons/unit, Commercial/ Retail: 350 sf/employee, Office: 276sf/employee, Event Center: uses values from Event Center and Mixed-Use Development at Mission Bay Blocks 29-32 Subsequent EIR of 2,728 full time equivalent employees and 1,000 day of game staff, Public Open Space: 3.8acres/employee, Child Care (students) is based on recommended staff-child ratio by the National Association for the Education of Young Children - 6 kids per employee http://childcareaware.org/child-care-providers/management-plan/staffing, Industrial: 405 sf/employee. Based on this methodology there would be approximately 19,538 employees and 15,863 residents.

[b] Approved Pier 70 Mixed-Use District entails a range of development land uses, therefore the population generation assumes highest employment and population rates from highest end of project range of approved 2017 project, this also accounts for April 2018 Addendum with added childcare uses.

[c] SF Port Re-Tenanting of Pier 70 Shipyard project would include renewal of the lease for BAE Ship Repair facility, which calls for the removal of 12 polychlorinated biphenyl electrical transformers and demolition of three buildings: Building 38 (Pipe and Electric Shop), Building 119 (Yard Washroom), and Building 121 (Drydock Office). In addition, the project would demolish Cranes Nos. 2 and 6. The project would involve routine maintenance and repairs approximately for a six-week duration once every 18 months over a seven-year period

[d] Mariposa Pump Station Upgrade project will replace an existing 12-inch-diameter sewer pipe with new 24-inch-diameter high density polyethylene pipe within the same alignment of existing pipe, which runs east-west in the intersection of Terry Francois Boulevard, Mariposa Street, and Illinois Street, on the southern side of a large sub-surface concrete transport/storage sewer box. The project will also replace an existing manhole associated with the Mariposa Pump Station. Proposed modifications to an existing 20-inch force main and the Mariposa Pump Station also include a new 14-inch-diameter force main that will connect the pump station to the existing 20-inch force main.

[e] 1499 Illinois was not submitted to SF Planning until after NOP date, however due to scale of project, and proximity to the proposed project, it is included in the cumulative table.

[f] The Central Bayside Improvement Project will address the sewer system need; the design team is investigating a potential tunnel to provide reliable and redundant gravity conveyance and storage of wastewater flows from the Channel Pump Station to the Southeast Treatment Plant. Pump station improvements and a new pump station are also under consideration.

[g] Transportation network improvements and development projects are not included in this table as they primarily relate to Section 4.E, and are therefore addressed in that section.

SOURCE: San Francisco Planning Department, Quarter 4, 2017 Pipeline Report, *http://sf-planning.org/pipeline-report*, and *http://developmentmap.sfplanning.org/*, accessed May 18, 2018. [The list was cross referenced with the City and County of San Francisco Pier 70 Mixed-Use District EIR, Case No. 2-14=--1272ENV, August 9, 2017, and each project status and description was verified through the San Francisco Planning Department, 2018 San Francisco Property Information Map Version 8.5.7 *http://propertymap.sfplanning.org/*, accessed May 18, 2018.

Section 4.E, Transportation and Circulation

* The text on EIR p. 4.E-15 is clarified as follows:

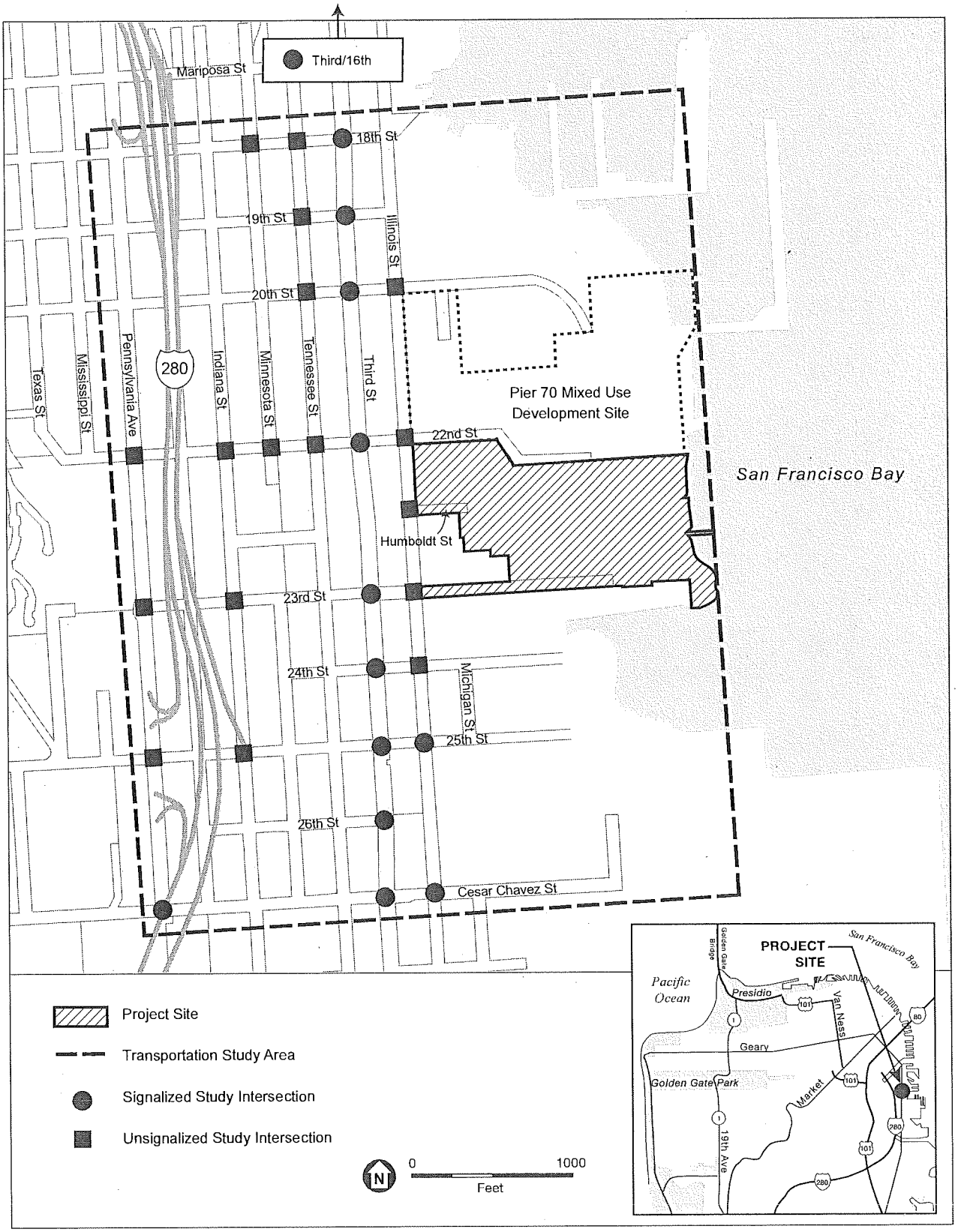
> The study area in the vicinity of the project site is flat, with minimal changes in grades, facilitating bicycling within and through the area. However, to the west of Pennsylvania Avenue, the change in grade associated with the Potrero Hill and the U.S. 101 freeway create discontinuities in the east-west roadway network. There are several bicycle routes near the project site. These include city routes that are part of the San Francisco Bicycle Network and regional routes that are part of the San Francisco Bay Trail system. **Figure 4.E-3, Existing Bicycle Network**, identifies the bicycle facilities within the study area. Bicycle facilities are typically classified as class I, class II, class III or class IV facilities.[10] Class I bikeways are bike paths with exclusive right-of-way for use by bicyclists and pedestrians. Class II bikeways are bicycle lanes striped within the paved areas of roadways and established for the preferential use of bicycles. They include a striped, marked and signed bicycle lane, and can be buffered from vehicle traffic. These facilities are located on roadways and reserve 4 to 5 feet of space exclusively for bicycle traffic. Class III bikeways are signed bicycle routes that allow bicyclists to share travel lanes with vehicles, and may include sharrow markings. A class IV bikeway is an exclusive bicycle facility that is separated and protected from vehicular traffic and parked cars by a buffer zone (sometimes referred to as a cycle track).

[10] Bicycle facilities are defined by the State of California in the California Streets and Highway Code section 890.4.

In response to the comment regarding the description of the Bay Trail, the text on EIR p. 4.E-17 is clarified as follows:

> Figure 4.E-3 also shows the San Francisco Bay Trail. The San Francisco Bay Trail is designed to create recreational pathway links to the commercial, industrial and residential neighborhoods that abut San Francisco Bay. In addition, the trail connects points of historic, natural, and cultural interest as well as recreational areas such as beaches, marinas, fishing piers, boat launches, and numerous parks and wildlife preserves. The Bay Trail's mission is a class I, fully separated facility for people walking and bicycling located as close to the shoreline as possible. At various locations, the Bay Trail currently consists of paved multi-use paths, dirt trails, ~~bicycle lanes, sidewalks~~ or city streets ~~signed as bicycle routes~~. In the project vicinity, the Bay Trail currently runs as an on-street segment along Illinois Street between Cargo Way and Terry A. Francois Boulevard, where it continues north as a paved path along the shoreline within the area currently being developed as part of the Mission Bay Plan as the Bayfront Park.

In response to a comment by the California Department of Transportation, Figure 4.E-1 through Figure 4.E-4 (EIR pp. 4.E-2, -7, -6, and -20) labels for I-80 are corrected to read as I-280, this is corrected in the revised four figures shown on the following pages:

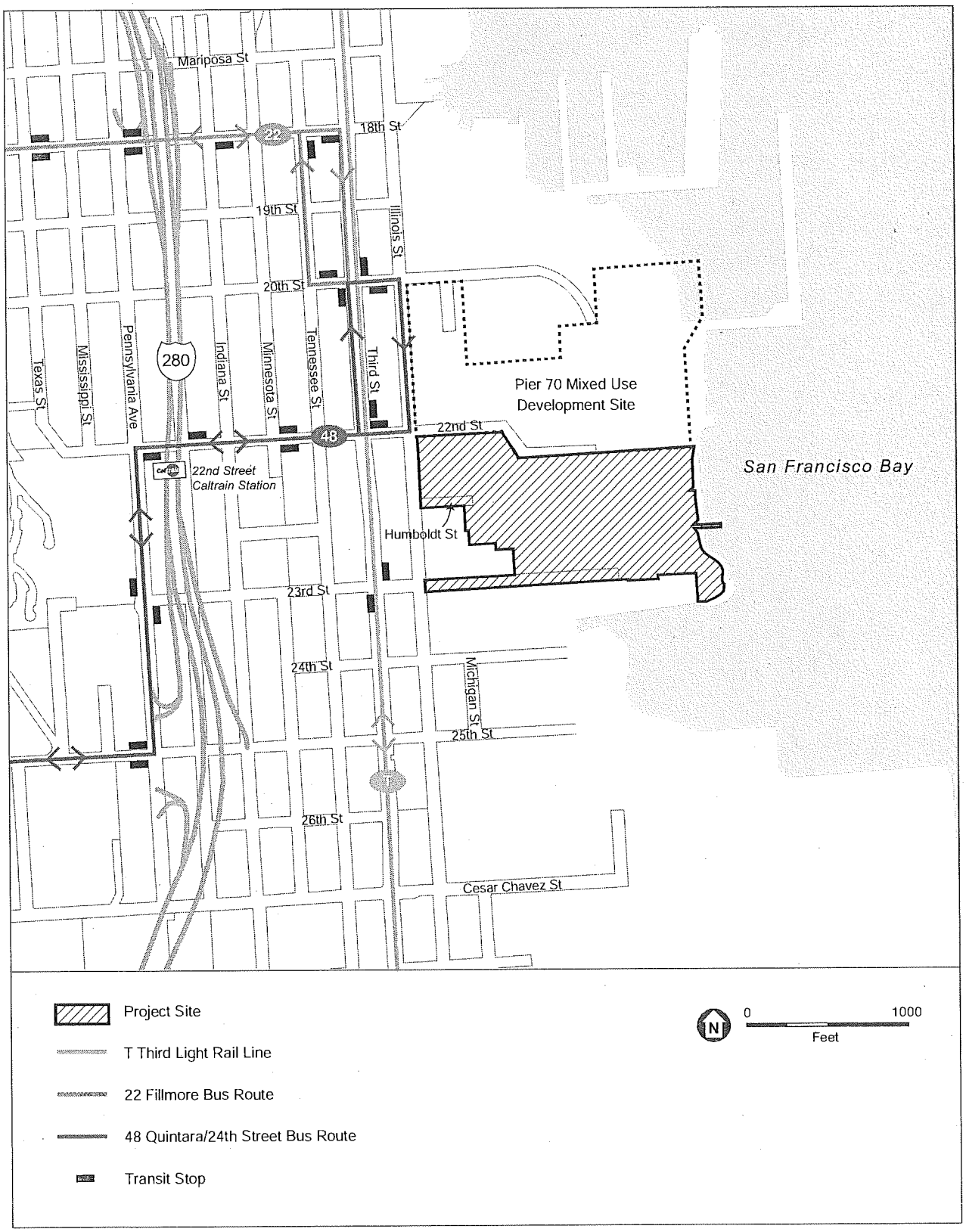


SOURCE: Adavent Consulting/Fehr & Peers/LCW Consulting, 2018

Potrero Power Station Mixed-Use Development Project

Figure 4.E-1 (Revised)
Transportation Study Area and Study Intersections

ESA

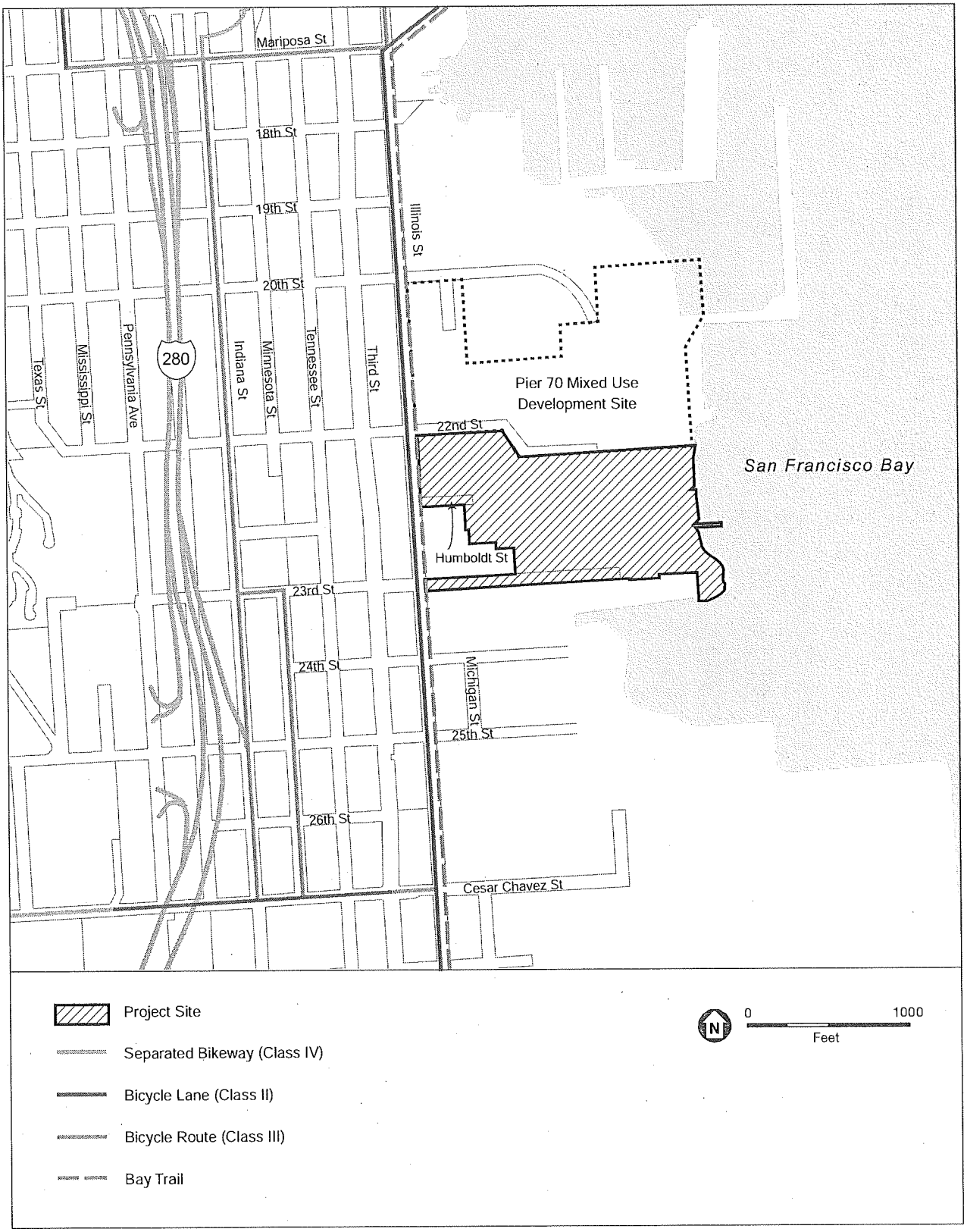


SOURCE: SFMTA, 2018

Potrero Power Station Mixed-Use Development Project

Figure 4.E-2 (Revised)
Existing Transit Network

ESA

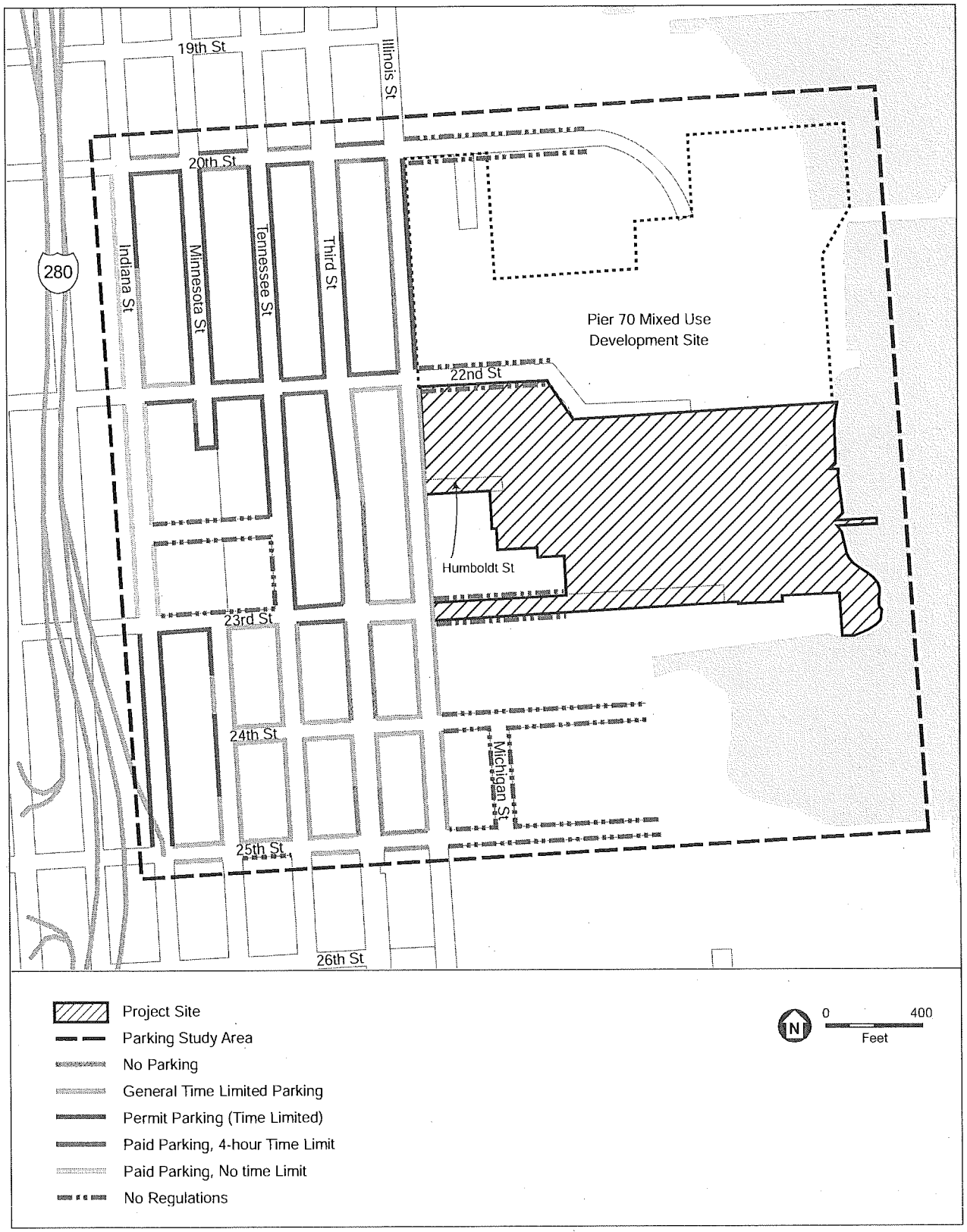


SOURCE: SFMTA, 2018

Potrero Power Station Mixed-Use Development Project

Figure 4.E-3 (Revised)
Existing Bicycle Network

ESA



SOURCE: SFMTA, 2018

Potrero Power Station Mixed-Use Development Project

Figure 4.E-4 (Revised)
Existing On-Street Parking Regulations

* The text under mid-way through the first paragraph of Impact C-TR-7, on EIR p. 4.E-96 is clarified as follows:

> The Pier 70 Mixed-Use District project will include sidewalks consistent with the Better Street Plan requirements (i.e., width, curb ramps, crosswalks, etc.) throughout the site, with sidewalk widths ranging between ~~9~~10 and ~~18~~20 feet, including on new internal streets and on the existing streets on the perimeter of the site (such as on 20th Street, and on 22nd Street, which would also serve people walking to and from the proposed project site.

Section 4.F, Noise and Vibration

* On Draft EIR p. 4.F-44, last paragraph, Impact NO-2 assessed construction-related nighttime noise impacts on planned offsite receptors at the Pier 70 development site and determined this impact to be *less than significant* because estimated noise levels would not exceed the 45-dBA interior / 70-dBA exterior sleep disturbance standard. Although this is considered a less-than-significant impact under CEQA, the California Barrel Company, the project sponsor, and Pier 70 Mixed-Use District project sponsor teams have agreed to an improvement measure to reduce the potential for disturbance of Pier 70 residents during the nighttime hours. The following text is added to p. 4.F-44 of the Draft EIR after the last paragraph:

> While the proposed project's construction-related nighttime noise impacts on planned offsite receptors at the Pier 70 development site would be less than significant, the following improvement measure would further reduce the proposed project's less-than-significant impact.
>
> **Improvement Measure I-NO-A: Nighttime Construction Noise Control Measures**
>
> The following shall occur to reduce potential conflicts between nighttime construction activities on the project site and residents of the Pier 70 project:
>
> - Nighttime construction noise shall be limited to 10 dBA above ambient levels at 25 feet from the edge of the Power Station project boundary.
> - Temporary noise barriers installed in the line-of-sight between the location of construction and any occupied residential uses.
> - Construction contractor(s) shall be required to make best efforts to complete the loudest construction activities before 8 p.m. and after 7 a.m.
> - Further, notices shall be provided to be mailed or, if possible, emailed to residents of the Pier 70 project at least 10 days prior to the date any nighttime construction activities are scheduled to occur and again within three days of commencing such work. Such notice shall include:
>
> i. a description of the work to be performed;
>
> ii. two 24-7 emergency contact names and cell phone numbers;

iii. the exact dates and times when the night work will be performed;

iv. the name(s) of the contractor(s); and

v. the measures that the contractor will perform to reduce or mitigate night noise.

- In addition to the foregoing, the Developer shall work with building managers of occupied residential buildings in the Pier 70 project to post a notification with the aforementioned information in the lobby and other public meeting areas in the building.

* The letter designation of existing Improvement Measure I-NO-A in the Draft EIR is changed to Improvement Measure I-NO-B as indicated in the following text changes on p. 4.F-45 (the third and fifth paragraphs) and p. 4.F-73 (second and fourth paragraphs):

> Although construction-related traffic noise increases would be less than significant, it is recommended that project-related construction trucks be required to use truck routes and queuing and loading areas that avoid streets with adjacent residential uses to the extent feasible (or at least during phases with higher truck volumes) in order to minimize potential disturbances to residents in the Dogpatch neighborhood, as outlined in **Improvement Measure ~~I-NO-A~~ I-NO-B, Avoidance of Residential Streets**. This recommendation could be implemented as part of **Improvement Measure I-TR-A, Construction Management Plan and Public Updates**, described in Section 4.E, Transportation and Circulation."
>
> **"Improvement Measure ~~I-NO-A~~ I-NO-B: Avoidance of Residential Streets"**
>
> "Nevertheless, these less-than-significant cumulative noise increases would still increase ambient noise levels along truck routes as a result of these two projects' overlapping construction schedules and could result in disturbance of residents in the Dogpatch neighborhood. Therefore, implementation of **Improvement Measure ~~I-NO-A~~ I-NO-B**, which would encourage project-related construction trucks to use truck routes that avoid streets where there are residential uses to the extent feasible, would help reduce the effects of the project's construction-related truck traffic noise increases."
>
> **"Improvement Measure ~~I-NO-A~~ I-NO-B: Avoidance of Residential Streets** (see Impact NO-3 above)

* On Draft EIR p. 4.F-59, Impact NO-5 evaluated project-related noise impacts of stationary noise sources on planned offsite receptors at the Pier 70 development site. Stationary equipment-related noise impacts were determined to be *less than significant with mitigation.* Although not specifically discussed in Impact NO-5, other noise-generating activities (i.e., unloading/loading of delivery trucks at building loading docks, refuse collection trucks at trash enclosures, and vehicles parking/unparking within parking structures) could disturb any nearby future noise-sensitive receptors. There are no applicable noise limits in the San Francisco Noise Ordinance to determine the significance of such sporadic and variable noise increases. However, such noise-generating activities are common in urban environments and

therefore, potential noise disturbances from these activities are considered to be *less than significant*. Nevertheless, the California Barrel Company, the project sponsor, and Pier 70 Mixed-Use District project sponsor teams have agreed to an improvement measure to reduce the potential for disturbance of Pier 70 residents from such activities. The following impact discussion text is added to page 4.F-60 of the Draft EIR after the first paragraph and before Mitigation Measure M-NO-5, Stationary Equipment Noise:

> "Other noise-generating activities (i.e., unloading/loading of delivery trucks at building loading docks, refuse collection trucks at trash enclosures, and vehicles parking/unparking within parking structures) could disturb any adjacent or nearby noise-sensitive receptors on the Pier 70 site. There are no applicable noise limits in the San Francisco Noise Ordinance to determine the significance of such sporadic and variable noise increases. In general, such short-term or instantaneous noise events do not substantially alter ambient noise levels, which reflect noise levels over a longer period of time. However, such noise-generating activities are common in urban environments and therefore, potential occasional noise increases from these activities are considered to be *less than significant*."

* The following improvement measure is added to p. 4.F-60 of the Draft EIR after Mitigation Measure M-NO-5, Stationary Equipment Noise Controls:

> While the proposed project's operational noise impacts from other noise-generating activities (i.e., loading docks, trash bins, and parking structures) on planned offsite receptors at the Pier 70 development site would be less than significant, the following improvement measure would further reduce the proposed project's less-than-significant impact.
>
> **Improvement Measure I-NO-C: Design of Future Noise-Generating Uses near Residential Uses:**
>
> The following improvement measures will be implemented to reduce the potential for disturbance of Pier 70 residents from other traffic-related, noise-generating activities located near the northern PPS site boundary:
>
> a. *Design of Building Loading Docks and Trash Enclosures.* To minimize the potential for sleep disturbance at any potential adjacent residential uses, exterior facilities such as loading areas / docks and trash enclosures associated with any non-residential uses along Craig Lane, shall be located on sides of buildings facing away from existing or planned Residential or Child Care uses, if feasible. If infeasible, these types of facilities associated with non-residential uses along Craig Lane shall be enclosed.
>
> If residential uses exist or are planned on Craig Lane, on-street loading activities on Craig Lane shall occur between the hours of 7:00 a.m. and 8:00 p.m. on weekdays, and 9:00 a.m. to 8:00 p.m. on Saturdays, Sundays, and federal holidays. Off-street loading outside of these hours shall only be permitted only if such loading occurs entirely within enclosed buildings.

b. *Design of Above-Ground Parking Structure.* Any parking structure shall be designed to shield existing or planned residential uses from noise and light associated with parking cars.

c. *Restrict Hours of Operation of Loading Activities on Craig Lane.* To reduce potential conflicts between loading activities for commercial uses and potential residential uses, the project sponsor will seek to restrict loading activities on Craig Lane to occur only between the hours of 7 a.m. and 8 p.m. In the event Craig Lane is a private street, such restriction may be included in the Covenants, Conditions, and Restrictions applicable to the project site. If San Francisco Public Works accepts Craig Lane, the project sponsor will seek to have SFMTA impose these restrictions.

Section 4.I, Biological Resources

* The text on page 4.I-53 is revised as follows to clarify the description of project features to be constructed in the bay, consistent with the project description:

> The proposed project includes several components that could result in placement of fill within jurisdictional waters of the San Francisco Bay. To address the potential hazard of future sea-level rise in combination with storm and high tide conditions, the proposed project includes physical shoreline improvements consisting of rock slope revetments, berms and bulkheads, and grading elevation inland, some of which would require work below the high tide line and mean high water line. Should a dual sewer and stormwater system be selected instead of the combined scenario (see Chapter 2, Project Description, and Section 4.J, Hydrology, Water Quality, and Sea Level Rise,) then a new stormwater outfall for discharging runoff from the project site would be installed in the vicinity of the existing Unit 3 Power Block outlet structure and below the high tide line and mean high water line. Additionally, the proposed project would include installation of a new 80-foot long and 3-foot wide gangway and 120-foot long by 15-foot wide floating dock. The wharf portion of the dock would require nine 24-inch support piles, six of which would be installed landside (though potentially below the high tide line and within the U.S. Army Corps of Engineers section 404 jurisdiction), and three of which would occur below the mean higher high water line (and within the army corps section 10 jurisdiction). The floating dock would be held in place by guide piles, either four 36-inch diameter steel piles or 14 24-inch diameter concrete piles. No other project work is planned to occur below the high tide line or mean higher high water line that would affect the bay.

Section 4.K, Hazards and Hazardous Materials

* The second full paragraph on p. 4.K-13 is revised as follows:

> On September 15, 2017, the regional board approved the site investigation report and human health risk assessment for the Unit 3 area.[17] Based on similarities between this

area and the Station A area, PG&E amended the Station A RMP to include the Unit 3 Area.[17a] ~~the regional board anticipates that t~~ The ~~appropriate~~ remedy for this area ~~will~~ includes installation of a durable cover as well as ~~preparation of a risk management plan and the~~ execution of a land use covenant. The regional board ~~recommended amending the Station A risk management plan to include the Unit 3 area, and PG&E is currently working on completing the recommended~~ approved the amendment on January 2, 2019.[17b] ~~The land use covenant for the Station A area will also be extended to include this area.~~ The amendment to the RMP also included a draft land use covenant for the Unit 3 Area. Once the ~~amended risk management plan~~ land use covenant is approved, the regional board will issue a no further action letter for the Unit 3 area.

[17] San Francisco Bay Regional Water Quality Control Board, Approval of October 7, 2016, Former Unit 3 Power Generation Facility Investigation and Human Health Risk Assessment Report, Potrero Power Plant, City and County of San Francisco, September 15, 2017.

[17a] Haley & Aldrich, Second Addendum to the Final Remedy, Station A PG&E and CBC (Formerly NRG) Areas – Incorporating the Unit 3 Area, Potrero Power Plant Site, San Francisco, California. June 2018.

[17b] San Francisco Bay Regional Water Quality Control Board, Approval of June 18, 2018, Second Addendum to the Final Remedy of Station A PG&E and CBC (formerly NRG) Areas – Incorporating Unit 3 Area - Potrero Power Plant Site, 1201 Illinois Street, City and County of San Francisco. January 2, 2019.

* The discussion of the Offshore Sediment Area on pp. 4.K-18 to 4.K-20 is augmented with the following new paragraph and new footnote at the end of the first partial paragraph on p. 4.K-20 to reflect new information available subsequent to publication of the Draft EIR:

On May 3, 2019, the San Francisco Department of Public Health, Environmental Health Branch, Site Assessment and Mitigation, issued a letter indicating their concurrence with the regional water board approval and found that the three plans for the Potrero Power Plant offshore sediments remediation (Remedial Action Plan, Waste Management and Transportation Plan; and Dust, Vapor, and Odor Control Plan) meet the San Francisco Health Code Article 22A and 22B requirements for site history, site characterization, and site mitigation.[28a]

[28a] City and County of San Francisco, Department of Public Health/Environmental Health, 2019. Letter from Awwad, Mamdouh, REHS, Senior Health Inspector to Robert Saur, Pacific Gas and Electric Company regarding SFHC Article 22A and 22B Compliance, Potrero Power Plant – Offshore Sediments Remediation, 1201 Illinois Street, San Francisco, CA EHB-SAM Case Number 1841, dated May 3, 2019.

Chapter 6, Alternatives

* The following text is added at the bottom of EIR p. 6-124, at the end of the section entitled, "Other Preservation Alternatives":

- **New Construction Adjacent to Station A Turbine Hall.** This alternative concept would be another variation on retaining Station A. The Turbine Hall and Switching

Station, built in 1930, together comprise the largest structure on the project site today, the four-story brick building that extends north from 23rd Street; the Turbine Hall portion reaches all the way north to Humboldt Street. Together, the Turbine Hall and Switching Station occupy a footprint of approximately 37,700 square feet. At a height of approximately 65 feet, this structure could accommodate rehabilitation that would provide five stories, for a total floor area of about 188,500 square feet. A reconstructed building occupying the mass of the former Boiler Hall, which was slightly wider than the Turbine Hall and was over 80 feet tall, could accommodate seven stories and a total floor area of about 191,000 square feet. New construction adjacent to the Turbine Hall could be accomplished either in conjunction with a full preservation alternative or a partial preservation alternative. However, the footprint of the former Boiler Hall is at the location of the project's proposed Louisiana Paseo open space and also extends into the western portion of the project's Block 7 and Block 11, as well as the western portion of Power Station Park. Therefore, to meet most of the basic project objectives, Blocks 7 and 11 would have to be reduced in size, additional height would have to be permitted on those blocks and/or on other locations within the project site, and comparable open space would have to be developed elsewhere on the site. These changes would require changes to the site plan in a manner that is likely to impair the achievement of basic project objectives. Furthermore, new construction adjacent to the Station A Turbine Hall would not reduce effects on Station A to a greater degree than other fully analyzed alternatives that would preserve all or some portions of the Station A Turbine Hall (Alternatives B, C, and D). Therefore, this alternative was rejected from further consideration.

Appendix B, Initial Study

* Impact UT-1 on pp. B-29 to B-31 is revised as follows to reflect new water supply information that became available subsequent to the publication of the Draft EIR:

~~**Impact UT-1: The City's water service provider would have sufficient water supply available to serve the proposed project from existing entitlements and resources. The proposed project would not require new or expanded water supply resources or entitlements or the construction of new or expanded water treatment facilities.** *(Less than Significant)*~~

~~*Construction*~~

~~During construction, the proposed project would intermittently use non-potable water for dust control in accordance with article 21 of the San Francisco Public Works Code (and as otherwise permitted by law) and would use relatively small amounts of potable water for various site needs such as drinking water, onsite sanitary needs, and for cement mixing. The small increase in potable water demand would not be substantial. In addition, this water use would be temporary, terminating with the completion of construction. Water supplies for San Francisco are provided by the San Francisco Public Utilities Commission (SFPUC), and are planned such that short-term spikes in water use can be accommodated. Therefore, project construction would not warrant~~

~~construction or expansion of water treatment facilities, and this impact would be *less than significant* during construction.~~

~~*Operation*~~

~~Once constructed, the proposed project would need potable water for residential and commercial uses. Under San Francisco's Non-potable Water Program, described in EIR Section 4.J, Hydrology and Water Quality, the project would also be required to use non-potable water for appropriate purposes such as toilet and urinal flushing, cooling, and landscape irrigation.~~

~~As discussed in Chapter 2, Project Description, subsection 2.E "Project Characteristics and Components," and under Section 4.A "Impact Overview," the proposed project incorporates a flexible land use program in which certain blocks would permit development of either commercial or residential land uses. For the purposes of this analysis, the scenario that would result in the greatest residential development is referred to as the maximum residential scenario. Conversely, the scenario that would result in the greatest commercial development is referred to as the maximum commercial land use program. The proposed project includes a blend of residential and commercial land uses.~~

~~The project sponsor has estimated the potable and non-potable water demands for the proposed project as well as for the maximum residential and maximum commercial scenarios.[43] The water demand estimates use the SFPUC's Non-Potable Water Program district scale water calculator, and the phased water demands for the years 2020, 2025, 2030, and 2035 are shown in **Tables 1, Phased Potable Water Demands of the Proposed Project**, and **Table 2, Phased Non-Potable Water Demands of the Proposed Project**. As indicated in these tables, the maximum residential scenario would result in the greatest water demand. At full build-out (expected by 2034), the maximum potable water use for this land use program would be 0.25 million gallons per day (mgd). This is 0.23 mgd greater than the existing use of 0.02 mgd at the project site. The project sponsor also estimates that at full build-out, the non-potable water demand for this scenario would be a maximum of 0.074 mgd. The total water demand would be 0.325 mgd for the maximum residential scenario.~~

~~TABLE 1~~
~~PHASED POTABLE WATER DEMANDS OF THE PROPOSED PROJECT~~

~~Land Use Program~~	~~Total Average Daily Potable Water Demand, gallons per day~~			
	~~2020~~	~~2025~~	~~2030~~	~~2035~~
~~Proposed Project (Preferred Program)~~	~~0~~	~~30,700~~	~~132,200~~	~~224,400~~
~~Maximum Residential~~	~~0~~	~~57,300~~	~~158,800~~	~~251,000~~
~~Maximum Commercial~~	~~0~~	~~30,700~~	~~117,400~~	~~205,000~~

~~SOURCE: CBG, 2018~~

~~TABLE 2~~
~~PHASED NON-POTABLE WATER DEMANDS OF THE PROPOSED PROJECT~~

~~Land Use Program~~	~~Total Average Daily Non-Potable Water Demand, gallons per day~~			
	~~2020~~	~~2025~~	~~2030~~	~~2035~~
~~Proposed Project (Preferred Program)~~	~~0~~	~~16,700~~	~~55,000~~	~~78,900~~
~~Maximum Residential~~	~~0~~	~~14,400~~	~~49,900~~	~~73,800~~
~~Maximum Commercial~~	~~0~~	~~16,700~~	~~49,800~~	~~79,300~~

~~SOURCE: CBG, 2018~~

~~[43] CBG, *Potrero Power Station – Project Water Demand*, March 21, 2018.~~

~~The SFPUC approved and adopted a *water supply assessment* for the proposed project (included in **Appendix H**) on April 24, 2018. The assessment conservatively analyzed the water demand of the maximum residential scenario, and assessed whether the total potable and non-potable water demand could be accommodated within existing and projected water supplies. The assessment concluded that the total 0.325 mgd increased demand of the project represents approximately 0.38 percent of the SFPUC's projected retail water demand in 2035, and is accounted for in the city's retail water demands during normal years, single dry years, and multiple dry years from 2015 through 2035. The assessment also indicates that the demand from the proposed project is accounted for within the overall San Francisco retail water demand being used for current water supply planning. Therefore, as confirmed by the SFPUC, existing water supplies serving the City and County of San Francisco would be sufficient to meet the projected increase in water demand for the project. Impacts related to water supply would be *less than significant*.~~

~~To assess the need for improvements to the existing water distribution systems, the SFPUC City Distribution Division would conduct a hydraulic analysis to confirm that the existing system is adequate to meet the project's water demands, including fire suppression system pressure and flow demands. If the existing infrastructure is found to be inadequate to meet the project's demand, the SFPUC would modify the water conveyance system, such as upsizing the water mains and appurtenances. The construction of the larger facilities could require a limited amount of excavation, trenching, soil movement, and other activities typically associated with construction of development projects in San Francisco and generally within public rights of way. These activities, if determined to be required, would be similar to those associated with construction of the project, and these activities would not result in significant environmental effects not already disclosed in the EIR and initial study for the proposed project. Therefore, impacts related to requiring the construction of new water treatment facilities or expansion of existing facilities would be *less than significant*, and no mitigation measures are required.~~

Impact UT-1: Sufficient water supplies are available to serve the proposed project and reasonably foreseeable future development in normal, dry, and multiple dry years unless the Bay Delta Plan Amendment is implemented; in that event the SFPUC may develop new or expanded water supply facilities to address shortfalls in single and multiple dry years but this would occur with or without the proposed project. Impacts related to new or expanded water supply facilities cannot be identified at this time or implemented in the near term; instead, the SFPUC would address supply shortfalls through increased rationing, which could result in significant cumulative effects, but the project would not make a considerable contribution to impacts from increased rationing. (*Less than Significant*)

The Draft EIR determined that development of the proposed project would not require expansion of the city's water supply system and would not adversely affect the city's water supply. This determination was based on the *Water Supply Assessment for the Potrero Power Station Project* dated March 27, 2018 (see Draft EIR, Appendix H) that was adopted by the San Francisco Public Utilities Commission (SFPUC) on April 24, 2018. This water supply assessment was based on the best available water supply and demand projections available at the time, namely those contained in the SFPUC's 2015 Urban Water Management Plan.[1] Subsequent to the publication of the Draft EIR in October 2018, actions by the SFPUC and the California State Water Resources Control Board have altered the water supply projections in the 2015 Urban Water Management Plan, requiring a revised and updated water supply assessment. The revised *Water Supply Assessment for the Potrero Power Station Project* dated August 13, 2019 (see Appendix H-1) was adopted by the SFPUC on August 13, 2019.

The analysis presented below describes the updated water supply projections, including background on the city's water system to provide context for the updated projections. The analysis then evaluates whether: (1) sufficient water supplies are available to serve the proposed project and reasonably foreseeable future development in normal, dry, and multiple dry years, and (2) the proposed project would require or result in the relocation or construction of new or expanded water supply facilities, the construction or relocation of which would have significant environmental impacts.

Background on Hetch Hetchy Regional Water System

San Francisco's Hetch Hetchy regional water system, operated by the SFPUC, supplies water to approximately 2.7 million people. The system supplies both retail customers – primarily in San Francisco – and 27 wholesale customers in Alameda, Santa Clara, and San Mateo counties. The system supplies an average of 85 percent of its water from the Tuolumne River watershed, stored in Hetch Hetchy Reservoir in Yosemite National Park, and the remaining 15 percent from local surface waters in the Alameda and Peninsula watersheds. The split between these resources varies from year to year

[1] San Francisco Public Utilities Commission, *2015 Urban Water Management Plan for the City and County of San Francisco*, June 2016. This document is available at https://sfwater.org/index.aspx?page=75.

depending on hydrological conditions and operational circumstances. Separate from the regional water system, the SFPUC owns and operates an in-city distribution system that serves retail customers in San Francisco. Approximately 97 percent of the San Francisco retail water supply is from the regional system; the remainder is comprised of local groundwater and recycled water.

Water Supply Reliability and Drought Planning

In 2008, the SFPUC adopted the Phased Water System Improvement Program (WSIP) to ensure the ability of the regional water system to meet certain level of service goals for water quality, seismic reliability, delivery reliability, and water supply through 2018.[2] The SFPUC's level of service goals for regional water supply are to meet customer water needs in non-drought and drought periods and to meet dry-year delivery needs while limiting rationing to a maximum of 20 percent system-wide. In approving the WSIP, the SFPUC established a supply limitation of up to 265 mgd to be delivered from its water supply resources in the Tuolumne, Alameda and Peninsula watersheds in years with normal (average) precipitation.[3] The SFPUC's water supply agreement with its wholesale customers provides that approximately two-thirds of this total (up to 184 mgd) is available to wholesale purchasers and the remaining one-third (up to 81 mgd) is available to retail customers. The total amount of water the SFPUC can deliver to retail and wholesale customers in any one year depends on several factors, including the amount of water that is available from natural runoff, the amount of water in reservoir storage, and the amount of that water that must be released from the system for purposes other than customer deliveries (e.g., required instream flow releases below reservoirs). A "normal year" is based on historical hydrological conditions that allow the reservoirs to be filled by rainfall and snowmelt, allowing full deliveries to customers; similarly, a "wet year" and a "dry year" is based on historical hydrological conditions with above and below "normal" rainfall and snowmelt, respectively.

For planning purposes, the SFPUC uses a hypothetical drought that is more severe than what has historically been experienced. This drought sequence is referred to as the "design drought" and serves as the basis for planning and modeling of future scenarios. The design drought sequence used by the SFPUC for water supply reliability planning is an 8.5-year period that combines the following elements to represent a drought sequence more severe than historical conditions:

- *Historical Hydrology* – a six-year sequence of hydrology from the historical drought that occurred from July 1986 to June 1992
- *Prospective Drought* – a 2.5-year period which includes the hydrology from the 1976-77 drought

[2] On December 11, 2018, the SFPUC Commission extended the timing of the WSIP water supply decision through 2028 in its Resolution No. 18-0212.

[3] SFPUC Resolution No. 08-200, *Adoption of the Water System Improvement Program Phased WSIP Variant*, October 30, 2008.

- *System Recovery Period* – The last six months of the design drought are the beginning of the system recovery period. The precipitation begins in the fall, and by approximately the month of December, inflow to reservoirs exceeds customer demands and SFPUC system storage begins to recover.

While the most recent drought (2012 through 2016) included some of the driest years on record for the SFPUC's watersheds, the design drought still represents a more severe drought in duration and overall water supply deficit.

Based on historical records of hydrology and reservoir inflow from 1920 to 2017, current delivery and flow obligations, and fully-implemented infrastructure under the WSIP, normal or wet years occurred 85 out of 97 years. This translates into roughly nine normal or wet years out of every 10 years. Conversely, system-wide rationing is required roughly one out of every 10 years. The frequency of dry years is expected to increase as climate change intensifies.

2015 Urban Water Management Plan

The California Urban Water Management Planning Act[4] requires urban water supply agencies to prepare *urban water management plans* to plan for the long-term reliability, conservation, and efficient use of California's water supplies to meet existing and future demands. The act requires water suppliers to update their plans every five years based on projected growth for at least the next 20 years.

Accordingly, the current urban water management plan for the City and County of San Francisco is the 2015 Urban Water Management Plan.[5] The 2015 plan presents information on the SFPUC's retail and wholesale service areas, the regional water supply system and other water supply systems operated by the SFPUC, system supplies and demands, water supply reliability, Water Conservation Act of 2009 compliance, water shortage contingency planning, and water demand management.

The water demand projections in the 2015 plan reflect anticipated population and employment growth, socioeconomic factors, and the latest conservation forecasts. For San Francisco, housing and employment growth projections are based on the San Francisco Planning Department's Land Use Allocation 2012 (see 2015 Urban Water Management Plan, Appendix E, Table 5, p. 21), which in turn is based on the Association of Bay Area Governments (ABAG) growth projections through 2040.[6] The 2015 plan presents water demand projections in five-year increments over a 25-year planning horizon through 2040.

The 2015 plan compares anticipated water supplies to projected demand through 2040 for normal, single-dry, and multiple-dry water years. Retail water supplies are

4 California Water Code, division 6, part 2.6, sections 10610 through 10656, as last amended in 2015.

5 San Francisco Public Utilities Commission, *2015 Urban Water Management Plan for the City and County of San Francisco*, June 2016. This document is available at https://sfwater.org/index.aspx?page=75

6 Association of Bay Area Governments, *Jobs-Housing Connection Strategy*, May 2012.

comprised of regional water system supply, groundwater, recycled water, and non-potable water. Under normal hydrologic conditions, the total retail supply is projected to increase from 70.1 mgd in 2015 to 89.9 mgd in 2040. According to the plan, available and anticipated future water supplies would fully meet projected demand in San Francisco through 2040 during normal years.

On December 11, 2018, by Resolution No. 18-0212, the SFPUC amended its 2009 Water Supply Agreement between the SFPUC and its wholesale customers. That amendment revised the Tier 1 allocation in the Water Supply Allocation Plan to require a minimum reduction of 5 percent of the regional water system supply for San Francisco retail customers whenever system-wide reductions are required due to dry-year supply shortages.[7] When accounting for the requirements of this recently amended agreement, existing and planned supplies would meet projected retail water system demands in all years except for an approximately 3.6 to 6.1 mgd or 5 to 6.8 percent shortfall during dry years through the year 2040. This relatively small shortfall is primarily due to implementation of the amended 2009 water supply agreement. In such an event, the SFPUC would implement the SFPUC's Retail Water Shortage Allocation Plan and could manage this relatively small shortfall by prohibiting certain discretionary outdoor water uses and/or calling for voluntary rationing among all retail customers. Based on experience in past droughts, retail customers could reduce water use to meet this projected level of shortfall. The required level of rationing is well below the SFPUC's regional water supply level of service goal of limiting rationing to no more than 20 percent on a system-wide basis.

Based on the 2015 Urban Water Management Plan, as modified by the 2018 amendment to the 2009 Water Supply Agreement, sufficient retail water supplies would be available to serve projected growth in San Francisco through 2040. While concluding supply is sufficient, the 2015 Urban Water Management Plan also identifies projects that are underway or planned to augment local supply. Projects that are underway or recently completed include the San Francisco Groundwater Supply Project and the Westside Recycled Water Project. A more current list of potential regional and local water supply projects that the SFPUC is considering is provided below under Additional Water Supplies.

In addition, the plan describes the SFPUC's ongoing efforts to improve dry-year water supplies, including participation in Bay Area regional efforts to improve water supply reliability through projects such as interagency interties, groundwater management and recharge, potable reuse, desalination, and water transfers. While no specific capacity or supply has been identified, this program may result in future supplies that would benefit SFPUC customers.

[7] SFPUC, Resolution No. 18-0212, December 11, 2018.

2018 Bay-Delta Plan Amendment

In December 2018, the State Water Resources Control Board adopted amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary, which establishes water quality objectives to maintain the health of the rivers and the Bay-Delta ecosystem.[8] Among the goals of the adopted Bay-Delta Plan Amendment is to increase salmonid populations in the San Joaquin River, its tributaries (including the Tuolumne River), and the Bay-Delta. Specifically, the plan amendment requires increasing flows in the Stanislaus, Tuolumne, and Merced rivers to 40 percent of unimpaired flow[9] from February through June every year, whether it is wet or dry. During dry years, this would result in a substantial reduction in the SFPUC's water supplies from the Tuolumne River watershed.

If this plan amendment is implemented, the SFPUC would be able to meet the projected retail water demands presented in the 2015 Urban Water Management Plan in normal years but would experience supply shortages in single dry years and multiple dry years. Implementation of the Bay-Delta Plan Amendment would result in substantial dry-year water supply shortfalls throughout the SFPUC's regional water system service area, including San Francisco. The 2015 Urban Water Management Plan assumes limited rationing for retail customers may be needed in multiple dry years to address an anticipated supply shortage by 2040; the 2018 amendment to the 2009 Water Supply Agreement with wholesale customers would slightly increase rationing levels indicated in the 2015 plan. By comparison, implementation of the Bay-Delta Plan Amendment would result in supply shortfalls in all single dry years and multiple dry years and rationing to a greater degree than previously anticipated to address supply shortages not accounted for in the 2015 Urban Water Management Plan or as a result of the 2018 amendment to the Water Supply Agreement.

The state water board has stated that it intends to implement the plan amendment by the year 2022, assuming all required approvals are obtained by that time. However, at this time, the implementation of the Bay-Delta Plan Amendment is uncertain for several reasons, as the SFPUC explained in the Water Supply Assessment prepared for this project. First, under the federal Clean Water Act, the United States Environmental Protection Agency (U.S. EPA) must approve the water quality standards identified in the plan amendment. It is uncertain what determination the U.S. EPA will make and its decision could result in litigation.

Second, since adoption of the Bay-Delta Plan Amendment, over a dozen lawsuits have been filed in state and federal court, challenging the water board's adoption of the plan amendment, including legal challenges filed by the federal government at the request

[8] State Water Resources Control Board Resolution No. 2018-0059, *Adoption of Amendments to the Water Quality Control Plan for the San Francisco Bay/Sacramento-San Joaquin Delta Estuary and Final Substitute Environmental Document*, December 12, 2018, available at https://www.waterboards.ca.gov/plans_policies/docs/2018wqcp.pdf.

[9] "Unimpaired flow" represents the water production of a river basin, unaltered by upstream diversions, storage, or by export or import of water to or from other watersheds.

of the U.S. Bureau of Reclamation. That litigation is in the early stages, and there have been no dispositive court rulings as of this date.

Third, the Bay-Delta Plan Amendment is not self-executing and does not allocate responsibility for meeting its new flow requirements to the SFPUC or any other water rights holders. Rather, the plan amendment merely provides a regulatory framework for flow allocation, which must be accomplished by other regulatory and/or adjudicatory proceedings, such as a comprehensive water rights adjudication or, in the case of the Tuolumne River, the Clean Water Act, section 401 certification process in the Federal Energy Regulatory Commission's relicensing proceeding for Don Pedro Dam. The license amendment process is currently expected to be completed in the 2022–2023 timeframe. This process and other regulatory and/or adjudicatory proceeding would likely face legal challenges and have lengthy timelines, and quite possibly could result in a different assignment of flow responsibility for the Tuolumne River than currently exists (and therefore a different water supply effect on the SFPUC).

Fourth, in recognition of the obstacles to implementation of the Bay-Delta Plan Amendment, the water board directed its staff to help complete a "Delta watershed-wide agreement, including potential flow measures for the Tuolumne River" by March 1, 2019, and to incorporate such agreements as an "alternative" for a future amendment to the Bay-Delta Plan to be presented to the [water board] as early as possible after December 1, 2019." In accordance with the water board's instruction, on March 1, 2019, the SFPUC, in partnership with other key stakeholders, submitted a proposed project description for the Tuolumne River that could be the basis for a voluntary agreement with the state water board that would serve as an alternative path to implementing the Bay-Delta Plan's objectives. On March 26, 2019, the SFPUC adopted Resolution No. 19-0057 to support its participation in the voluntary agreement negotiation process. To date, those negotiations are ongoing.

For these reasons, whether, when, and the form in which the Bay-Delta Plan Amendment will be implemented, and how those amendments will affect the SFPUC's water supply, is currently unknown.

Additional Water Supplies

In light of the adoption of the Bay-Delta Plan Amendment and the resulting potential limitation to the SFPUC's regional water system supply during dry years, the SFPUC is expanding and accelerating its efforts to develop additional water supplies and explore other projects that would improve overall water supply resilience. Developing these supplies would reduce water supply shortfalls and reduce rationing associated with such shortfalls. The SFPUC has taken action to fund the study of additional water supply projects, which are described in the water supply assessment for the proposed project and listed below:

- Daly City Recycled Water Expansion

- Alameda County Water District Transfer Partnership
- Brackish Water Desalination in Contra Costa County
- Alameda County Water District-Union Sanitary District Purified Water Partnership
- Crystal Springs Purified Water
- Eastside Purified Water
- San Francisco Eastside Satellite Recycled Water Facility
- Additional Storage Capacity in Los Vaqueros Reservoir from Expansion
- Calaveras Reservoir Expansion

The capital projects that are under consideration would be costly and are still in the early feasibility or conceptual planning stages. These projects would take 10 to 30 or more years to implement and would require environmental permitting negotiations, which may reduce the amount of water that can be developed. The yield from these projects is unknown and not currently incorporated into SFPUC's supply projections.

In addition to capital projects, the SFPUC is also considering developing related water demand management policies and ordinances, such as funding for innovative water supply and efficiency technologies and requiring potable water offsets for new developments.

Water Supply Assessment

Under sections 10910 through 10915 of the California Water Code, urban water suppliers like the SFPUC must prepare water supply assessments for certain large projects, as defined in CEQA Guidelines section 15155.[10] Water supply assessments rely on information contained in the water supplier's urban water management plan and on the estimated water demand of both the proposed project and projected growth within the relevant portion of the water supplier's service area. The proposed project meets the definition of a water demand project under CEQA in multiple aspects in that it is a mixed use development with more than 500 dwelling units (2,682 dwelling units), would employ more than 1,000 persons (estimated to be 4,747 total employees), have more than 500,000 square feet of floor space (5,367,860 gross square feet), have commercial office

[10] Pursuant to CEQA Guidelines section 15155(1), "a water-demand project" means:
(A) A residential development of more than 500 dwelling units.
(B) A shopping center or business establishment employing more than 1,000 persons or having more than 500,000 square feet of floor space.
(C) A commercial office building employing more than 1,000 persons or having more than 250,000 square feet of floor area.
(D) A hotel or motel, or both, having more than 500 rooms. (e) an industrial, manufacturing, or processing plant, or industrial park planned to house more than 1,000 persons, occupying more than 40 acres of land, or having more than 650,000 square feet of floor area.
(F) A mixed-use project that includes one or more of the projects specified in subdivisions (a)(1)(A), (a)(1)(B), (a)(1)(C), (a)(1)(D), (a)(1)(E), and (a)(1)(G) of this section.
(G) A project that would demand an amount of water equivalent to, or greater than, the amount of water required by a 500 dwelling unit project.

buildings that would employ more than 1,000 persons (estimated to be 4,428 commercial employees), and have commercial uses with more than 250,000 square feet (1,395,940 gross square feet). Accordingly, as described above, the SFPUC prepared and adopted a revised water supply assessment for the proposed project on August 13, 2019,[11] which updated the previous water supply assessment for the proposed project (see Appendix H-1).

The water supply assessment for the proposed project identifies the project's total water demand, including a breakdown of potable and non-potable water demands. The proposed project is subject to San Francisco's Non-potable Water Ordinance (article 12C of the San Francisco Health Code). The Non-potable Water Ordinance requires new commercial, mixed-use, and multi-family residential development projects with 250,000 square feet or more of gross floor area to install and operate an onsite non-potable water system. Such projects must meet their toilet and urinal flushing and irrigation demands through the collection, treatment, and use of available graywater, rainwater, and foundation drainage. While not required, projects may use treated blackwater or stormwater if desired. Furthermore, projects may choose to apply non-potable water to other non-potable water uses, such as cooling tower blowdown and industrial processes, but are not required to do so under the ordinance.

The proposed project would meet the requirements of the Non-potable Water Ordinance by providing an onsite graywater collection, treatment, and distribution system that would collect and treat graywater onsite buildings and then distribute the treated graywater to all project site buildings for toilet and urinal flushing, irrigation in landscaped areas. The project would exceed the requirements of the ordinance by using non-potable water for cooling in addition to using graywater and rainwater to meet toilet and urinal flushing and irrigation.

The project sponsor has estimated the potable and non-potable water demands for the project using the SFPUC's Non-potable Water Calculator for 2020, 2025, 2030, and 2035,[12] and in the water supply assessment, the SFPUC concurred that the demand estimates provided by the project sponsor are reasonable. In order to account for the flexible land use program incorporated into the project, the sponsor also estimated the demands for four other land use programs: maximum residential scenario, maximum commercial scenario, project variant, and project variant maximum residential scenario. The estimated indoor water demands were input to the calculator to reflect HVAC/cooling demands, which were based on projected cooling loads. The cooling tower water demand input to the calculator represents a maximum estimate, but actual cooling tower water demands could be lower if heat recovery systems are installed to meet the heat loads in the building. **Table 1 (revised)** and **Table 2 (revised)** present the phased potable and non-potable water demands, respectively, for the proposed project and the other four scenarios.

11 SFPUC, *Revised Water Supply Assessment for the Potrero Power Station Project*, August 13, 2019. (See Appendix H-1.)
12 CBG, *Potrero Power Station – Project Water Demand Update*, March 21, 2018, updated June 24, 2019.

TABLE 1 (REVISED)
PHASED POTABLE WATER DEMANDS

Land Use Program	Total Average Daily Potable Water Demand, gallons per day			
	2020	2025	2030	2035
Proposed Project (Preferred Program)	0	30,700	132,200	224,400
Maximum Residential	0	57,300	158,800	251,000
Maximum Commercial	0	30,700	117,400	205,000
Project Variant	0	30,700	117,900	211,600
Project Variant Maximum Residential	0	42,400	120,600	223,400

SOURCE: CBG, 2019

TABLE 2 (REVISED)
PHASED NON-POTABLE WATER DEMANDS

Land Use Program	Total Average Daily Non-Potable Water Demand, gallons per day			
	2020	2025	2030	2035
Proposed Project (Preferred Program)	0	16,700	55,000	78,900
Maximum Residential	0	14,400	49,900	73,800
Maximum Commercial	0	16,700	49,800	79,300
Project Variant	0	16,700	52,900	79,500
Project Variant Maximum Residential	0	14,500	50,800	77,400

SOURCE: CBG, 2019

Table 3 presents the total water demands for the proposed projects and the other four scenarios, combining the potable and non-potable water demands listed in Tables 1 and 2, but the units are converted to million gallons per day to facilitate comparison with citywide demands. As shown in Table 3, the maximum residential scenario would generate the highest water demand during all phases, with a total of 0.325 mgd at buildout (comprised of 0.251 mgd of potable water and 0.074 mgd of non-potable water). In other words, under the maximum residential scenario, 22.7 percent of the project's total water demand would be met by non-potable water. For the purposes of this analysis, the water demand of maximum residential scenario is used to indicate worst-case conditions; any other land use scenario would have a lower water demand and less severe impact.

The water supply assessment estimates future retail (citywide) water demand through 2040 based on the population and employment growth projections contained in the planning department's Land Use Allocation 2012. The planning department has determined that the proposed project represents a portion of the planned growth accounted for in Land Use Allocation 2012. Therefore, the project's demand is incorporated in the 2015 Urban Water Management Plan.

TABLE 3
PHASED TOTAL WATER DEMANDS (POTABLE + NON-POTABLE WATER)

Land Use Program	Total Average Daily Water Demand, million gallons per day			
	2020	2025	2030	2035
Proposed Project (Preferred Program)	0	0.047	0.187	0.303
Maximum Residential	0	0.072	0.209	0.325
Maximum Commercial	0	0.047	0.167	0.284
Project Variant	0	0.047	0.171	0.291
Project Variant Maximum Residential	0	0.057	0.171	0.301

SOURCE: CBG, 2019

The water supply assessment determined that the project's potable water demand of 0.251 mgd would contribute 0.28 percent to the projected total retail demand of 89.9 mgd in 2040. The project's total water demand of 0.325 mgd, which does not account for the 0.074 mgd savings anticipated through compliance with the non-potable water ordinance, would represent 0.36 percent of 2040 total retail demand. Thus, the total water demand of the proposed project represents a small fraction of the total projected water demand in San Francisco through 2040.

Due to the recent 2018 Bay Delta Plan Amendments, the water supply assessment considers these demand estimates under three water supply scenarios. To evaluate the ability of the water supply system to meet the demand of the proposed project in combination with both existing development and projected growth in San Francisco, the water supply assessment describes the following three water supply scenarios:

- Scenario 1: Current Water Supply
- Scenario 2: Bay-Delta Plan Voluntary Agreement
- Scenario 3: 2018 Bay-Delta Plan Amendment

As discussed below, the water supply assessment concludes that water supplies would

be available to meet the demand of the proposed project in combination with both existing development and projected growth in San Francisco through 2040 under each of these water supply scenarios with varying levels of rationing during dry years. The following is a summary of the analysis and conclusions presented in the SFPUC's water supply assessment for the project under each of the three water supply scenarios considered.

Scenario 1 – Current Water Supply. Scenario 1 assumes no change to the way in which water is supplied, and that neither the Bay-Delta Plan Amendment nor a Bay-Delta Plan Voluntary Agreement would be implemented. Thus, the water supply and demand assumptions contained in the 2015 Urban Water Management Plan and the 2009 Water Supply Agreement as amended would remain applicable for the project's

water supply assessment. As stated above, the proposed project is accounted for in the demand projections in the 2015 Urban Water Management Plan.

Under Scenario 1, the water supply assessment determined that water supplies would be available to meet the demand of the proposed project in combination with existing development and projected growth in all years, except for an approximately 3.6 to 6.1 mgd or 5- to 6.8-percent shortfall during dry years through the year 2040. This relatively small shortfall is primarily due to implementation of the amended 2009 Water Supply Agreement. To manage a small shortfall such as this, the SFPUC may prohibit certain discretionary outdoor water uses and/or call for voluntary rationing by its retail customers. During a prolonged drought at the end of the 20-year planning horizon, the project could be subject to voluntary rationing in response to a 7-percent supply shortfall, when the 2018 amendments to the 2009 Water Supply Agreement are taken into account. This level of rationing is well within the SFPUC's regional water system supply level of service goal of limiting rationing to no more than 20 percent on a system-wide basis (i.e., an average throughout the regional water system).

Scenario 2 – Bay-Delta Plan Voluntary Agreement. Under Scenario 2, a voluntary agreement would be implemented as an alternative to the adopted Bay-Delta Plan Amendment. The March 1, 2019, proposed voluntary agreement submitted to the state water board has yet to be accepted, and the shortages that would occur with its implementation are not known. The voluntary agreement proposal contains a combination of flow and non-flow measures that are designed to benefit fisheries at a lower water cost, particularly during multiple dry years, than would occur under the Bay-Delta Plan Amendment. The resulting regional water system supply shortfalls during dry years would be less than those under the Bay-Delta Plan Amendment and would require rationing of a lesser degree and closer in alignment to the SFPUC's adopted level of service goal for the regional water system of rationing of no more than 20 percent system-wide during dry years. The SFPUC Resolution No. 19-0057, which authorized the SFPUC staff to participate in voluntary agreement negotiations, stated its intention that any final voluntary agreement allow the SFPUC to maintain both the water supply and sustainability level of service goals and objectives adopted by the SFPUC when it approved the WSIP. Accordingly, it is reasonable to conclude that if the SFPUC enters into a voluntary agreement, the supply shortfall under such an agreement would be of a similar magnitude to those that would occur under Scenario 1. In any event, the rationing that would be required under Scenario 2 would be of a lesser degree than under the Bay-Delta Plan Amendment as adopted.

Scenario 3 – Bay-Delta Plan Amendment. Under Scenario 3, the 2018 Bay-Delta Plan Amendment would be implemented as it was adopted by the state water board without modification. As discussed above, there is considerable uncertainty whether, when, and in what form the plan amendment will be implemented. However, because implementation of the plan amendment cannot be ruled out at this time, an analysis of the cumulative impact of projected growth on water supply resources under this scenario is included in this document to provide a worst-case impact analysis.

Under this scenario, which is assumed to be implemented after 2022, water supplies would be available to meet projected demands through 2040 in wet and normal years with no shortfalls. However, under Scenario 3 the entire regional water system—including both the wholesale and retail service areas—would experience significant shortfalls in single dry and multiple dry years, which over the past 97 years occur on average just over once every 10 years. Significant dry-year shortfalls would occur in San Francisco, regardless of whether or not the proposed project is constructed. Except for the currently anticipated shortfall to retail customers of about 6.1 mgd (6.8 percent) that is expected to occur under Scenario 1 during years seven and eight of the 8.5-year design drought based on 2040 demand levels, these shortfalls to retail customers would exclusively result from supply reductions resulting from implementation of the Bay-Delta Plan Amendment. The retail supply shortfalls under Scenario 3 would not be attributed to the incremental demand associated with the proposed project, because the project's demand is incorporated already in the growth and water demand/supply projections contained in the 2015 Urban Water Management Plan.

Under the Bay-Delta Plan Amendment, existing and planned dry-year supplies would be insufficient for the SFPUC to satisfy its regional water system supply level of service goal of no more than 20 percent rationing system-wide. The Water Shortage Allocation Plan does not specify allocations to retail supply during system-wide shortages above 20 percent. However, the plan indicates that if a system-wide shortage greater than 20 percent were to occur, the regional water system supply would be allocated among retail and wholesale customers per the rules corresponding to a 16- to 20-percent system-wide reduction, subject to consultation and negotiation between the SFPUC and its wholesale customers to modify the allocation rules. The allocation rules corresponding to the 16- to 20-percent system-wide reduction are reflected in the project's water supply assessment. These allocation rules result in shortfalls of 15.6 to 49.8 percent across the retail service area as a whole under Scenario 3. As shown in Table 5 of the water supply assessment (Projected Supply and Demand Comparison Under Scenario 3), total shortfalls under Scenario 3 would range from 12.3 mgd (15.6 percent) in a single dry year to 36.1 mgd (45.7 percent) in years seven and eight of the 8.5-year design drought based on 2025 demand levels and from 21 mgd (23.4 percent) in a single dry year to 44.8 mgd (49.8 percent) in years seven and eight of the 8.5-year design drought based on 2040 demand.

Impact Analysis

As described above, the supply capacity of the Hetch Hetchy regional water system that provides the majority of the city's drinking water far exceeds the potential demand of any single development project in San Francisco. No single development project alone in San Francisco would require the development of new or expanded water supply facilities or require the SFPUC to take other actions, such as imposing a higher level of rationing across the city in the event of a supply shortage in dry years. Therefore, a separate project-only analysis is not provided for this topic. The following analysis instead considers whether the proposed project in combination with both existing development and projected growth through 2040 would require new or expanded water supply

facilities, the construction or relocation of which could have significant cumulative impacts on the environment. It also considers whether a high level of rationing would be required that could have significant cumulative impacts. It is only under this cumulative context that development in San Francisco could have the potential to require new or expanded water supply facilities or require the SFPUC to take other actions, which in turn could result in significant physical environmental impacts related to water supply. If significant cumulative impacts could result, then the analysis considers whether the project would make a considerable contribution to the cumulative impacts.

Impacts related to New or Expanded Water Supply Facilities

The SFPUC's adopted water supply level of service goal for the regional water system is to meet customer water needs in non-drought and drought periods. The system performance objective for drought periods is to meet dry-year delivery needs while limiting rationing to a maximum of 20 percent system-wide reduction in regional water service during extended droughts. As the SFPUC has designed its system to meet this goal, it is reasonable to assume that to the extent the SFPUC can achieve its service goals, sufficient supplies would be available to serve existing development and planned growth accounted for in the 2015 Urban Water Management Plan (which includes the proposed project) and that new or expanded water supply facilities are not needed to meet system-wide demand. While the focus of this analysis is on the SFPUC's retail service area and not the regional water system as a whole, this cumulative analysis considers the SFPUC's regional water supply level of service goal of rationing of not more than 20 percent in evaluating whether new or expanded water supply facilities would be required to meet the demands of existing development and projected growth in the retail area through 2040. If a shortfall would require rationing of more than 20 percent to meet system-wide dry-year demand, the analysis evaluates whether as a result, the SFPUC would develop new or expanded water supply facilities that result in significant physical environmental impacts. It also considers whether such a shortfall would result in a level of rationing that could cause significant physical environmental impacts. If the analysis determines that there would be a significant cumulative impact, then per CEQA Guidelines section 15130, the analysis considers whether the project's incremental contribution to any such effect is "cumulatively considerable."

As discussed above, existing and planned dry-year supplies would meet projected retail demands through 2040 under Scenario 1 within the SFPUC's regional water system adopted water supply reliability level of service goal. Therefore, the SFPUC could meet the water supply needs for the proposed project in combination with existing development and projected growth in San Francisco through 2040 from the SFPUC's existing system. The SFPUC would not be expected to develop new or expanded water supply facilities for retail customers under Scenario 1 and there would be no significant cumulative environmental impact.

The effect of Scenario 2 cannot be quantified at this time but as explained previously, if it can be designed to achieve the SFPUC's level of service goals and is adopted, it would be expected to have effects similar to Scenario 1. Given the SFPUC's stated goal

of maintaining its level of service goals under Scenario 2, it is expected that Scenario 2 effects would be more similar to Scenario 1 than to Scenario 3. In any event, any shortfall effects under Scenario 2 that exceed the SFPUC's service goals would be expected to be less than those under Scenario 3. Therefore, the analysis of Scenario 3 would encompass any effects that would occur under Scenario 2 if it were to trigger the need for increased water supply or rationing in excess of the SFPUC's regional water system level of service goals.

Under Scenario 3, the SFPUC's existing and anticipated water supplies would be sufficient to meet the demands of existing development and projected growth in San Francisco, including the proposed project, through 2040 in wet and normal years, which have historically occurred in approximately nine out of ten years on average. During dry and multiple dry years, retail supply shortfalls of 15.6 to 49.8 percent could occur.

The SFPUC has indicated in its water supply assessment that as a result of the adoption of the Bay-Delta Plan Amendment and the resulting potential limitations on supply to the regional water system during dry years, the SFPUC is increasing and accelerating its efforts to develop additional water supplies and explore other projects that would increase overall water supply resilience. It lists possible projects that it will study. The SFPUC is beginning to study water supply options, but it has not determined the feasibility of the possible projects, has not made any decision to pursue any particular supply projects, and has determined that the identified potential projects would take anywhere from 10 to 30 years or more to implement.

There is also a substantial degree of uncertainty associated with the implementation of the Bay-Delta Plan Amendment and its ultimate outcome, and therefore, there is substantial uncertainty in the amount of additional water supply that may be needed, if any. Moreover, there is uncertainty and lack of knowledge as to the feasibility and parameters of the possible water supply projects the SFPUC is beginning to explore. Consequently, the physical environmental impacts that could result from future supply projects is quite speculative at this time and would not be expected to be reasonably determined for a period of time ranging from 10 to 30 years. Although it is not possible at this time to identify the specific environmental impacts that could result, this analysis assumes that if new or expanded water supply facilities, such as those listed above under "Additional Water Supplies," were developed, the construction and/or operation of such facilities could result in significant adverse environmental impacts, and this would be a significant cumulative impact.

As discussed above, the proposed project would represent 0.36 percent of total demand and 0.28 percent of potable water demand in San Francisco in 2040, whereas implementation of the Bay Delta Plan Amendment would result in a retail supply shortfall of up to 49.8 percent. Thus, new or expanded dry-year water supplies would be needed under Scenario 3 regardless of whether the proposed project is constructed. As such, any physical environmental impacts related to the construction and/or

operation of new or expanded water supplies would occur with or without the proposed project. Therefore, the proposed project would not have a considerable contribution to any significant cumulative impacts that could result from the construction or operation of new or expanded water supply facilities developed in response to the Bay-Delta Plan Amendment.

Impacts related to Rationing

Given the long lead times associated with developing additional water supplies, in the event the Bay-Delta Plan Amendment were to take effect sometime after 2022 and result in a dry-year shortfall, the expected action of the SFPUC for the next 10 to 30 years (or more) would be limited to requiring increased rationing. The remaining analysis therefore focuses on whether rationing at the levels that might be required under the Bay-Delta Plan Amendment could result in any cumulative impacts, and if so, whether the project would make a considerable contribution to these impacts.

The SFPUC has established a process through its Retail Water Shortage Allocation Plan for actions it would take under circumstances requiring rationing. Rationing at the level that might be required under the Bay-Delta Plan Amendment would require changes to how businesses operate, changes to water use behaviors (e.g., shorter and/or less-frequent showers), and restrictions on irrigation and other outdoor water uses (e.g., car washing), all of which could lead to undesirable socioeconomic effects. Any such effects would not constitute physical environmental impacts under CEQA.

High levels of rationing could, however, lead to adverse physical environmental effects, such as the loss of vegetation cover resulting from prolonged restrictions on irrigation. Prolonged high levels of rationing within the city could also make San Francisco a less desirable location for residential and commercial development compared to other areas of the state not subject to such substantial levels of rationing, which, depending on location, could lead in turn to increased urban sprawl. Sprawl development is associated with numerous environmental impacts, including, for example, increased greenhouse gas emissions and air pollution from longer commutes and lower density development, higher energy use, loss of farmland, and increased water use from less water-efficient suburban development.[13] In contrast, as discussed in the transportation section, the proposed project is located in an area where VMT per capita is well below the regional average; projects in San Francisco are required to comply with numerous regulations that would reduce greenhouse gas emissions, as discussed in the greenhouse gas section of this initial study, and San Francisco's per capita water use is among the lowest in the state. Thus, the higher levels of rationing on a citywide basis that could be required under the Bay-Delta Plan Amendment could lead directly or indirectly to significant cumulative impacts. The question, then, is

[13] Pursuant to the SFPUC 2015 Urban Water Management Plan, San Francisco's per capita water use is among the lowest in the state.

whether the project would make a considerable contribution to impacts that may be expected to occur in the event of high levels of rationing.

While the levels of rationing described above apply to the retail service area as a whole (i.e., 5 to 6.8 percent under Scenario 1 and 15.6 to 49.8 percent under Scenario 3), the SFPUC may allocate different levels of rationing to individual retail customers based on customer type (e.g., dedicated irrigation, single-family residential, multi-family residential, commercial, etc.) to achieve the required level of retail (city-wide) rationing. Allocation methods and processes that have been considered in the past and may be used in future droughts are described in the SFPUC's current Retail Water Shortage Allocation Plan.[14] However, additional allocation methods that reflect existing drought-related rules and regulations adopted by the SFPUC during the recent drought are more pertinent to current and foreseeable development and water use in San Francisco and may be included in the SFPUC's update to its Retail Water Shortage Allocation Plan.[15] The Retail Water Shortage Allocation Plan will be updated as part of the 2020 Urban Water Management Plan update in 2021. The SFPUC anticipates that the updated Retail Water Shortage Allocation Plan would include a tiered allocation approach that imposes lower levels of rationing on customers who use less water than other customers in the same customer class and would require higher levels of rationing by customers who use more water. This approach aligns with the state water board's statewide emergency conservation mandate imposed during the recent drought, in which urban water suppliers who used less water were subject to lower reductions than those who used more water. Imposing lower rationing requirements on customers who already conserve more water is also consistent with the implementation of prior rationing programs based on past water use in which more efficient customers were allocated more water.

The SFPUC anticipates that, as a worst-case scenario under Scenario 3, a mixed-used development such as the proposed project could be subject to up to 38-percent rationing during a severe drought.[16] In accordance with the Retail Water Shortage Allocation Plan, the level of rationing that would be imposed on the proposed project would be determined at the time of a drought or other water shortage and cannot be

[14] San Francisco Public Utilities Commission, *2015 Urban Water Management Plan for the City and County of San Francisco, Appendix L – Retail Water Shortage Allocation Plan*, June 2016. This document is available at https://sfwater.org/index.aspx?page=75

[15] SFPUC, *2015-2016 Drought Program*, adopted by Resolution 15-0119, May 26, 2015.

[16] This worst-case rationing level for San Francisco multi-family residential was estimated for the purpose of preparing comments on behalf of the City and County of San Francisco on the SWRCB's Draft Substitute Environmental Document in Support of Potential Changes to the Bay-Delta Plan, dated March 16, 2017. See comment letter Attachment 1, Appendix 3, Page 5, Table 3. The comment letter and attachments are available on the SWRCB website: https://www.waterboards.ca.gov/public_notices//2016_baydelta_plan_amendment/docs/dennis_herrera.pdf. The rationing estimates prepared for the comment letter apply to the first 6 years of the SFPUC's 8.5-year design drought as they reflect the 1987-92 drought. For the last 2.5 years of the design drought, a corresponding worst-case rationing level for San Francisco multi-family residential customers was not estimated. While the level of rationing imposed on the retail system will be higher for the outer years of the design drought compared to the first 6 years, it is reasonable to assume that multi-family residential customers such as the proposed project would not have to conserve more than 38 percent.

established with certainty prior to the shortage event. However, newly-constructed buildings, such as the proposed project, have water-efficient fixtures and non-potable water systems that comply with the latest regulations. Thus, if these buildings can demonstrate below-average water use, they would likely be subject to a lower level of rationing than other retail customers that meet or exceed the average water use for the same customer class.

While any substantial reduction in water use in a new, water efficient building likely would require behavioral changes by building occupants that are inconvenient, temporary rationing during a drought is expected to be achievable through actions that would not cause or contribute to significant environmental effects. The effect of such temporary rationing would likely cause occupants to change behaviors but would not cause the substantial loss of vegetation because vegetation on this urban infill site would be limited to ornamental landscaping, and non-potable water supplies would remain available for landscape irrigation in dry years. The project would not include uses that would be forced to relocate because of temporary water restrictions, such as a business that relies on significant volumes of water for its operations. While high levels of rationing that would occur under Scenario 3 could result in future development locating elsewhere, future residents, office workers, and businesses occupying the proposed project would be expected to tolerate rationing for the temporary duration of a drought.

As discussed above, implementation of the Bay-Delta Plan Amendment would result in substantial system-wide water supply shortfalls in dry years. These shortfalls would occur with or without the proposed project, and the project's incremental increase in potable water demand (0.28 percent of total citywide demand) would have a negligible effect on the levels of rationing that would be required throughout San Francisco under Scenario 3 in dry years.

As such, temporary rationing that could be imposed on the proposed project would not cause or contribute to significant environmental effects associated with the high levels of rationing that may be required on a city-wide basis under Scenario 3. Thus, the proposed project would not make a considerable contribution to any significant cumulative impacts that may result from increased rationing that may be required with implementation of the Bay-Delta Plan Amendment, were it to occur.

Conclusion

As stated above, there is considerable uncertainty as to whether the Bay-Delta Plan Amendment will be implemented. If the plan amendment is implemented, the SFPUC will need to impose higher levels of rationing than its regional water system level of service goal of no more than 20 percent rationing during drought years by 2025 and for the next several decades. Implementation of the plan amendment would result in a shortfall beginning in years two and three of multiple dry-years in 2025 of 33.2 percent, and dry year shortfalls by 2040 ranging from 23.4 percent in a single dry year and year one of multiple dry years to up to 49.8 percent in years seven and eight of the 8.5-year

design drought. While the SFPUC may seek new or expanded water supply facilities, it has not made any definitive decision to pursue particular actions and there is too much uncertainty associated with this potential future decision to identify environmental effects that would result. Such effects are therefore speculative at this time. In any case, the need to develop new or expanded water supplies in response to the Bay Delta Plan Amendment and any related environmental impacts would occur irrespective of the water demand associated with the proposed project. Given the long lead times associated with developing additional supplies, the SFPUC's expected response to implementation of the Bay-Delta Plan Amendment would be to ration in accordance with procedures in its Retail Water Shortage Allocation Plan.

Both direct and indirect environmental impacts could result from high levels of rationing. However, the proposed project is a mixed-use urban infill development that would be expected to tolerate the level of rationing imposed on it for the duration of the drought, and thus would not contribute to sprawl development caused by rationing under the Bay-Delta Plan Amendment. The project itself would not be expected to contribute to a loss of vegetation because project-generated non-potable supplies would remain available for irrigation in dry years. Nor would the small increase in potable water demand attributable to the proposed project compared to citywide demand substantially affect the levels of dry-year rationing that would otherwise be required throughout the city. Thus, the proposed project would not make a considerable contribution to a cumulative environmental impact caused by implementation of the Bay-Delta Plan Amendment. Therefore, for the reasons described above, under all three water supply scenarios, this impact would be considered ***less than significant.***

Mitigation: None required.

Draft 1.10.20

RECORDING REQUESTED BY

CLERK OF THE BOARD OF SUPERVISORS

OF THE CITY AND COUNTY OF SAN FRANCISCO

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

AND WHEN RECORDED MAIL TO:

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

DEVELOPMENT AGREEMENT

BY AND BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND CALIFORNIA BARREL COMPANY LLC

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

Block 4175, Lot 002; Block 4232, Lot 006; Block 4175, Lot 017; a portion of Block 4175, Lot 018; Block 4232, Lot 006; and non-assessed Port and City and County of San Francisco properties

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

This DEVELOPMENT AGREEMENT (this "**Agreement**"), dated for reference purposes only as of _____ __, 2019 (the "**Reference Date**"), is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (the "City"), acting by and through its Planning Department, and CALIFORNIA BARREL COMPANY LLC, a Delaware limited liability company ("**Developer**"), 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 as of the Reference Date:

A. Developer owns approximately 21.0 acres of developed and undeveloped land located in the City that 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, as more particularly described on Exhibit A-1 (the "**Developer Property**"). Existing structures on the Developer Property consist 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 4.8 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 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 intend to on or about the Reference Date enter into a ground lease (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 will be subject to a license allowing Developer to construct

Public Improvements, as more particularly described therein. Subject to the satisfaction of certain conditions precedent described in the [*Ground Lease between the San Francisco Port Commission and the California Barrel Company LLC*], the Port Craig Lane Property will be subject to a reciprocal easement agreement allowing 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 Street 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 up to approximately 2,600 dwelling units, approximately 1.5 million square feet of office and life science uses, as well as accessory parking, retail, PDR, and child care and community facility uses, 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 $27 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 6.9 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**"), (c) a 0.7-acre plaza type open space ("**Louisiana Paseo**") and (d) a publicly accessible soccer field (the "**Soccer Field**" and, collectively with Waterfront Park, Power Station Park and Louisiana Paseo, 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, the Planning Code, the Enacting Ordinance and all other Laws in effect as of the Effective Date. This Agreement does not limit the City's obligation to comply with applicable environmental Laws, including CEQA, before taking any discretionary action regarding the Project, or Developer's obligation to comply with all Laws in connection with the development of the Project.

K. On [_____], 2019, 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 has been considered by the City in connection with approval of this Agreement.

L. On [_____], 2019, 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, 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 this Agreement 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, as amended, and the policies set forth in Section 101.1 of the Planning Code (such determinations, collectively, the "**General Plan Consistency Findings**").

M. On [_____], 2019, the Planning Commission held a public hearing on this Agreement and the Project, duly noticed and conducted under the Development Agreement Statute and Chapter 56. Following the public hearing, the Planning Commission approved this Agreement and made a final recommendation to the Board of Supervisors on this Agreement, the Project and the General Plan Consistency Findings.

N. On [_____], 2019, 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 made the CEQA Findings required by CEQA and approved this Agreement, incorporating by reference the General Plan Consistency Findings.

O. On [_____], 2019, the Board of Supervisors adopted Ordinance Nos. [_____], amending the Planning Code, Zoning Map, and General Plan, and Ordinance No. [_____], approving this Agreement (File No. [_____]) and authorizing the Planning Director to execute this Agreement on behalf of the City (the "**Enacting Ordinance**"). The Enacting Ordinance became effective and operative on [_____], 2019.

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:

"**Additional Community Facilities**" is defined in the Financing Plan.

"**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**" means this Development Agreement and the Exhibits that have been expressly incorporated herein.

"**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.

"**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.

"**BMR Units**" means the Inclusionary Units (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.

"**CC&Rs**" is defined in Section 3.10.

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

"**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 Reference Date is attached hereto as Exhibit R. The 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 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.

"**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 9.5.

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

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

"**Developer**" is defined in the preamble or means (i) any Transferee to the extent set forth in an Assignment and Assumption Agreement 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 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.

"**Developer Property**" is defined in Recital A as of the 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 Effective 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.

"**Effective Date**" is defined in Section 2.1.

"**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 Reference Date.

"**Feasibility Study**" is defined in Section 3.15.

"**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.

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

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

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

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

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

"**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 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 as of the Reference Date as listed on Exhibit B.

"**Initial Impact Fee Period**" means the period commencing on the Effective Date and continuing for twenty (20) years thereafter; provided that the Initial Impact Fee Period shall be extended for each day of a Litigation Extension.

"**Later Approvals**" means any land use approvals, entitlements or permits from the City or any City Agency that are approved by the City after the 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, 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, 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.

"**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 5.6.

"**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.

"**Maintained Facilities**" means those facilities set forth on the Maintenance Matrix attached as Exhibit A to the Financing Plan.

"**Maintenance Matrix**" is defined in the Financing Plan.

"**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 or change or update to the Project 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; (iii) extends the Term; (iv) changes the permitted uses of the Project Site; (v) reduces Associated Community Benefits; (vi) increases the maximum height, density, bulk or size of the Project (except to the extent permitted under the Project SUD); (vii) increases parking ratios; or (viii) reduces the Applicable Impact Fees and Exactions.

"**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 part of the Project or the Project Site 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.

"**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.

"**Ongoing Maintenance Services**" is defined in the Financing Plan.

"**Parks and Open Spaces**" means all of the publicly-accessible open spaces 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 Figures**" means the phasing figures attached as part of Exhibit M-2.

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

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

"**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, TDM 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.

"**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 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 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 C.

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

"**Project SUD**" means Planning Code Section 249.[__], as adopted by the Board of Supervisors in Ordinance No. [_____], 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 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 Improvement Agreement**" means an agreement between the City and Developer for the completion of required Public Improvements.

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

"**Public Works Director**" means the Director of Public Works.

"**Qualified Project Costs**" is defined in the Financing Plan.

"**Soccer Field**" is defined in Recital H.

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

"**Services Special Taxes**" 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.

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

"**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.

"**Subsequent Impact Fee Period**" means the period commencing upon the expiration of the Initial Impact Fee Period and continuing until the expiration of the Term (for the avoidance of doubt, as extended by a Litigation Extension (if any)).

"**Transportation Plan**" is attached as Exhibit I.

"**Term**" is defined in Section 2.2.

"**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, 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.

"**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.

ARTICLE 2
EFFECTIVE DATE; TERM

Section 2.1 Effective Date. This Agreement shall take effect upon the later to occur of (i) the full execution and delivery of this Agreement by the Parties and (ii) the date the Enacting Ordinance is effective and operative ("**Effective Date**").

Section 2.2 Term. The term of this Agreement shall commence upon the Effective 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 extended for each day of a Litigation Extension. 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.

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 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.

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.

3.2.2 Boundaries. The proposed boundaries of each Development Phase, based on Developer's best knowledge at the time of approval of this Agreement, 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.

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 TDM Plan, respectively.

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 the Parks and Open Spaces), and affordable housing, be provided proportionately with the development of market-rate housing and commercial-office and laboratory uses taking into account the Project as a whole (the "**Proportionality Requirement**").

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 completed street.
- 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.

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 meets all of the Phasing Goals. Any material change to the Phasing Plan that does not meet all of 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 shall agree on a form of Public Improvement Agreement and Major Encroachment Permit within six (6) months following the 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, 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, (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 Exhibit Z, 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 5.7.1, or as otherwise approved by Public Works or the applicable City Agency in accordance with this Agreement and the Subdivision Code. 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**").

3.6.1 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. Without limiting the foregoing, Developer shall obtain all necessary permits and approvals: (i) from the SFMTA approval all of the plans and specifications for Public Improvements that are under SFMTA jurisdiction as provided in the SFMTA Consent, (ii) from the SFPUC approval of the plans and specifications for the SFPUC Infrastructure as provided in the SFPUC Consent and (iii) from Public Works approval of the plans and specifications for all streets and sidewalks and improvements in the public rights of way. In deciding whether to approve, conditionally approve, or deny 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.

3.6.2 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 work in good faith 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.

3.6.3 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.

3.6.4 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: (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 Construction Contract as if the City were an original party thereto; and (vi) require that the City be included as a third party beneficiary with all rights to rely on the work product, receive the benefit of all warranties and covenants, and prospectively assume Contractor's rights in the event of any termination of the Construction Contract, relative to all work performed by the Project's architect and engineer.

Section 3.8 Maintenance and Operation of Public Improvements by Developer and Successors. Ongoing Maintenance Services of the Maintained Facilities will be paid by Services Special Taxes from the CFD in accordance with the Financing Plan. Parties shall comply with the Finance Plan attached hereto as Exhibit C.

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 shall be maintained as Maintained Facilities under 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. In order to ensure that all such Privately-Owned Community Improvements are maintained as required, Developer shall record a declaration of covenants, conditions and restrictions in a form approved by the Planning Director and Port Director (after consultation with the City Attorney) ("**CC&Rs**") against the Development Parcels, including any sites that are intended for dedication to the City, that requires Developer or a Management Association, as applicable, to maintain and repair such Privately-Owned Community Improvements in perpetuity, with appropriate fees or revenue to perform such

obligations. 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 Completion of the Buildings thereon. Notwithstanding anything to the contrary contained in any Management Association governing document, Developer shall make commercially reasonable efforts to enforce the maintenance and repair obligations of the Management Association during the Term. 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.

3.12.1 Financing Districts. Developer and City may agree to form a CFD under the CFD Act. Any and all costs incurred by the City in forming a CFD shall be City Costs. The terms and conditions of any CFD must be consistent with the specifications in the Financing Plan; provided, however that the CFD must be established before the sale of any parcel within the Project. Developer shall not, at any time, contest, protest, or otherwise challenge the formation of the CFDs or the issuance of additional bonds or other financing secured by Project Special Taxes, or the application of bond proceeds or Project Special Taxes. Once established, Developer shall not institute, or cooperate in any manner with, proceedings to repeal or reduce the Project Special Taxes. The provisions of this Section 3.12 shall survive the expiration of this Agreement, and Developer shall include the requirements of this Section 3.12.1 in the CC&Rs (or, if the CC&Rs have not yet been created and recorded, in the sale documents for any sale of all or part of the Project Site).

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.

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 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. Within sixty (60) days after the Effective Date, Developer will provide the SFPUC with all Project information the SFPUC requires to determine the feasibility of providing electric service to the Project Site (the "**Feasibility Study**"). The SFPUC will complete the Feasibility Study within six (6) months after the date that Developer provides to the SFPUC all Project information needed to complete the Feasibility Study. Developer agrees that if the SFPUC determines it is feasible to provide electricity for the Project Site, then the SFPUC will be the exclusive power provider to the Project Site. The SFPUC power will be provided under the SFPUC's Rules and Regulations Governing Electric Service and at rates that are comparable to rates in San Francisco for comparable service from other providers.

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. Upon determination by the SFPUC and the Developer of the scope and cost of needed improvements to accommodate the additional flows from the Project to a future relocated 20th Street Pump Station, the Developer shall pay its fair share for improvements required to provide adequate sewer capacity within the area of the Project and to serve the Project as determined by the SFPUC. The contribution shall be in proportion to the wastewater flows from the Project relative to the total design capacity of the upgraded pump station.

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 but not limited to 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 Sections 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 existing zoning and more that what would be allowed under existing zoning in conjunction with the State Density Bonus Law, AHBP or any other state or local development bonus program; likewise, the 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 sections 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 site from the Project as described in and regulated by the DA, Project SUD, Zoning Map amendments, and Design for Development. Developer is agreeing to pursue development on the 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 the Project SUD for such modifications and changes, approvable at the sole discretion of the City. City would not be entering into this DA and approving this Project, including the Project SUD, Zoning Map amendments, and Vesting, were the Developer to be able to use any other development bonus in conjunction therewith, and have negotiated the public benefits, including affordable housing and other DA provisions, based on the specific land use program and project design as established in the Project SUD, Zoning Map amendments, and Design for Development as adopted, inclusive of the modification processes allowed therein and any amendments to the Project SUD and 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 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; and

(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 shall have Commenced Construction of the Development Phase and/or Building 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 complies 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 contains 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. 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 General Plan Consistency Findings are intended to support all Later Approvals that are consistent with the Initial Approvals. To the maximum extent feasible, the Planning Department shall rely exclusively on the 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 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 the Section 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.

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

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.

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.

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 at that time, the total number of hours spent by each City staff member 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 but the cover invoice forwarded to Developer will not include a description of the work). 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 the disputed amount. 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 at law or in equity to recover the disputed amount.

4.8.5 For the avoidance of doubt, if Developer is more than one Person (e.g., if a Transfer has occurred following the 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 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.

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, without limitation, 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.

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 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.

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 Effective 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 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.

Section 5.5 Building Code Compliance.

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. And provided further, that any structures on private or non-private Port lands with the Port's jurisdiction boundary are to be permitted by other City agencies and not the Port.

5.5.2 Applicability of Utility Infrastructure Standards. Nothing in this Agreement will preclude the City Agencies from applying then-current standards and New City Laws for Utility Infrastructure for each Later Approval if: (i) the standards for Utility Infrastructure as applied, City-Wide, 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), and (ii) the deviations 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. 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.

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 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 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.

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, but not limited to, 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 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 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 as of the Effective Date.

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.

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 the 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.

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 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 shall not be included in the calculation of the final Affordable Percentage 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 Development Agreement, and, to the extent required by such New Proportionality Requirement, upon such election the New Proportionality Requirement shall be deemed a requirement of the Development Agreement.

Section 5.8 Impact Fees and Exactions.

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.

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**"), and (2) 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 Reference Date) provided in Planning Code Section 409, applied from the Effective Date to the date that the Applicable Impact Fee and Exaction is paid. The City shall assess Impact Fees and Exactions only against the net new Gross Floor Area for each use at the Project Site.

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.

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.

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 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 5.8.4, as applicable.

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.

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.

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 5.14.

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.

5.13.3 Inclusion in All Assignment and Assumption Agreements and Recorded Restrictions. Developer shall include the provisions of Section 5.13.1 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, without limitation, 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, this Affordable Housing Plan requires that Phase 1 include affordable units built on-site, either by construction of Inclusionary Units or by 100% Affordable Units located 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, 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 Major Encroachment Permits for telecommunications, greywater, 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.

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.

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 Exhibit Z, (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.

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, including the Port, RPD, PUC, 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), 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.

(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 V including, without limitation, 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.

Section 7.5 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.

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 Reference Date, at the beginning of the second week of each January following the Effective 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.

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, Developer's compliance with this Agreement for the preceding year, including compliance with the requirements regarding Associated Community Benefits. The Planning Director shall post a copy of Developer's submittals on the Planning Department's website.

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 the 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.

8.2.3 Effect on Multiple Developers. If Developer is more than one Person (e.g., if a Transfer has occurred following the Reference Date), then the annual review hereunder shall be conducted separately with respect to each Person that is Developer. 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.

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. As of the Reference Date, the only Parties to this Agreement are the City and the original Developer named in the preamble. 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 Reference Date), then (i) there shall be no cross-default between such Persons and (ii) 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 the 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.

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.

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 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.

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.

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.

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 the 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 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 0, 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 0 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, in each 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 to the extent required hereunder). Any such change or update to the Plan Documents shall be 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**") are not 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 and all Approvals with respect to each portion of the PG&E Affected Area shall be extended for the lesser of five (5) years and the number of days between the Reference Date and the date PG&E has vacated the PG&E Sub-Area and such portion of the PG&E Affected Area is otherwise available for development hereunder (and, with respect to the PG&E Sub-Area, the PG&E Sub-Area becomes subject to this Agreement pursuant to Section 3.13).

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. Notwithstanding the foregoing, pursuant to the Housing Plan, Developer only shall have the right to transfer the affordable housing obligations under Section VII of the Affordable Housing Plan subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

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 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 Reference Date:

13.1.1 Interest of Developer; Due Organization and Standing. Developer is the fee owner of the Developer Property. Developer 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.

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 Effective Date and shall be of no further force and effect.

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 is not a state or governmental actor with respect to any activity 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 Effective 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 Financing Plan or under any Acquisition Agreement (as defined in the Financing Plan), including Developer's right to receive reimbursements, are intended to survive the expiration or termination of the Financing Plan or Acquisition Agreement, as applicable.

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:

To the City:

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

with a copy to:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102
Attn: Real Estate/Finance, Potrero Power Plant Project

To Developer:

California Barrel Company LLC
c/o Associate Capital
420 23rd Street
San Francisco, California 94107
Attn: Project Director, Potrero Power Plant Project

with a copies. to:

J. Abrams Law, P.C.
One Maritime Plaza, Suite 1900
San Francisco, California 94111
Attn: Jim Abrams, Esq.

and

Paul Hastings LLP
101 California Street, 48th Floor
San Francisco, CA 94111
Attn: David Hamsher, 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. Through its execution of this Agreement, Developer acknowledges that it is familiar with the provisions of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the California Government Code, and certifies that it does not know of any facts 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. Through its execution of this Agreement, 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.

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.

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. The 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. 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 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 entity shall establish a maximum vibration level that shall not be exceeded during construction of the Project. The qualified consultant shall conduct regular periodic inspections of Station A throughout the duration of vibration-inducing construction when it occurs within 80 feet of the building. 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 by the Project under the Design for Development, construction shall be halted and alternative construction techniques put in practice, 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 Effective Date.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
John Rahaim
Director of Planning

Approved on _____, 2019
Board of Supervisors Ordinance No. _____

Approved:

By: _____
Naomi Kelly, City Administrator

By: _____
Mohammed Nuru, Director of Public Works

DEVELOPER:

CALIFORNIA BARREL COMPANY LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

Approved as to form:

DENNIS J. HERRERA, City Attorney

By: _____
Heidi J. Gewertz, Deputy City Attorney

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 PG&E. 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
San Francisco Municipal Transportation Agency

The SFMTA has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFMTA Consent**") is attached. Except as otherwise defined in this SFMTA Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFMTA Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this SFMTA Consent, the undersigned confirms the following:

1. The SFMTA Board of Directors, after considering at a duly noticed public hearing the CEQA Findings for the Project, including the Statement of Overriding Considerations, the MMRP and the transportation-related Mitigation Measures and improvement measures, consented to and agreed to be bound by this Development Agreement as it relates to matters under SFMTA jurisdiction, and delegated to the Director of Transportation or his designee any future SFMTA approvals under this Development Agreement, subject to Applicable Laws, including the City Charter.

2. The SFMTA also agrees to the following:

(i) SFMTA will review and approve the SFMTA Infrastructure described in the Infrastructure Plan, subject to Developer satisfying SFMTA's requirements and the transportation-related Mitigation Measures and improvement measures for design, construction, testing, performance, training, documentation, warranties and guarantees that are consistent with the Applicable Standards;

(ii) Approved Mitigation Measure [add mitigation measures here that require SFMTA approval] which [provide text of measures];

(iii) concurred with all of the transportation-related mitigation measures in the EIR;

(iv) approved the Transportation Plan (Exhibit I), including (A) payment of the Transportation Fee and directed the Director of Transportation to administer and direct the allocation and use of Transportation Fees consistent with Exhibit I; (B) the Developer's TDM Plan, attached to Exhibit I and found that the TDM Plan meets the requirements of Mitigation Measure M-TR-5; (C) the Developer's exclusion of the Project from the Residential Parking Permit program eligibility (D) the Developer's provision and maintenance of an SFMTA Employee Restroom; and the (E) the Developer's provision and maintenance of an SFMTA bus shelter.

3. The SMTA Board of Directors also authorizes SFMTA staff to take any measures reasonably necessary to assist the City in implementing the Development Agreement in accordance with SFMTA Resolution No. _____, including the Transportation Exhibit and Transportation-related mitigation measures;

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

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

By: _____

Jeffrey Tumlin, Director of Transportation

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

By: _____

Susan Cleveland-Knowles
Deputy City Attorney

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Public Utilities Commission

The Public Utilities Commission of the City and County of San Francisco (the "**SFPUC**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFPUC Consent**") is attached. Except as otherwise defined in this SFPUC Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFPUC Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this SFPUC Consent, the undersigned confirms that the SFPUC, after considering at a duly noticed public hearing the Development Agreement, the Infrastructure Plan, the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, and utility-related Mitigation Measures, consented to:

1. The Development Agreement as it relates to matters under SFPUC jurisdiction, including the Infrastructure Plan and the SFPUC-related Mitigation Measures.

2. Subject to Developer satisfying the SFPUC's requirements for construction, operation and maintenance that are consistent with the Applicable Standards and the plans and specifications approved by the SFPUC in accordance with the terms of the Development Agreement, and meeting the SFPUC-related Mitigation Measures, the SFPUC's accepting and then, subject to appropriation, operating and maintaining SFPUC-related infrastructure.

3. Delegating to the SFPUC General Manager any Later Approvals of the SFPUC under the Development Agreement.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO PUBLIC UTILITY COMMISSION

By: _____

Harlan Kelly, General Manager

CONSENT TO DEVELOPMENT AGREEMENT
Port Commission

The Port Commission of the City and County of San Francisco (the "**Port Commission**") has reviewed the Development Agreement to which this Consent to Development Agreement (this "**Port Consent**") is attached. Except as otherwise defined in this Port Consent, initially capitalized terms have the meanings given in the Development Agreement to which this Port Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**").

By executing this Port Consent, the undersigned confirms that the Port, after considering at a duly noticed public hearing the Development Agreement and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, consented to:

1. The Development Agreement as it relates to matters under Port jurisdiction, including the terms of Exhibit Z (City and Port Implementation of Later Approvals) and Exhibit G (Infrastructure Plan) as it relates to any Infrastructure and other Public Improvements planned for land under Port jurisdiction.

2. Developer's Completion of the Parks and Open Spaces on land under Port jurisdiction as set forth in the Development Agreement.

3. Delegating to the Port Executive Director any Later Approvals of the Port under the Development Agreement, subject to Law, including the City's Charter, including a Memorandum of Understanding between the Port and relevant City agencies relating to Public Improvements planned for Port land and streets, including utility placement therein, and responsibility for permitting, implementation, acceptance, maintenance and liability for such Public Improvements.

By authorizing this Port Consent, the Port Commission does not intend to in any way limit the exclusive authority of the Port Commission under Applicable Standards.

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

By: _____

Elaine Forbes, Executive Director

CONSENT TO DEVELOPMENT AGREEMENT
San Francisco Fire Department

The Fire Chief and the Fire Marshall of the City and County of San Francisco have reviewed the Development Agreement to which this Consent to Development Agreement (this "**SFFD Consent**") is attached. Except as otherwise defined in this SFFD Consent, initially capitalized terms have the meanings given in the Development Agreement to which this SFFD Consent is attached (as amended from time to time in accordance therewith, the "**Development Agreement**"). By executing this SFFD Consent, the undersigned confirm that, after review of the Infrastructure Plan and the Design for Development, together with the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, they have consented to:

1. The Development Agreement as it relates to matters under SFFD jurisdiction; and

2. Subject to Developer satisfying Developer's obligations requirements for construction consistent with the Applicable Standards, the City's acceptance of Infrastructure Completed by Developer.

By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshall not intend to in any way limit the authority of the SFFD as set forth in Section 4.108 and 4.128 of the City's Charter.

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation, acting by and through the SAN FRANCISCO FIRE CHIEF AND FIRE MARSHALL

By: _____

Fire Chief

By: _____

Fire Marshall

Exhibit A
Project Site Legal Descriptions

Exhibit A-1
Developer Property Legal Description

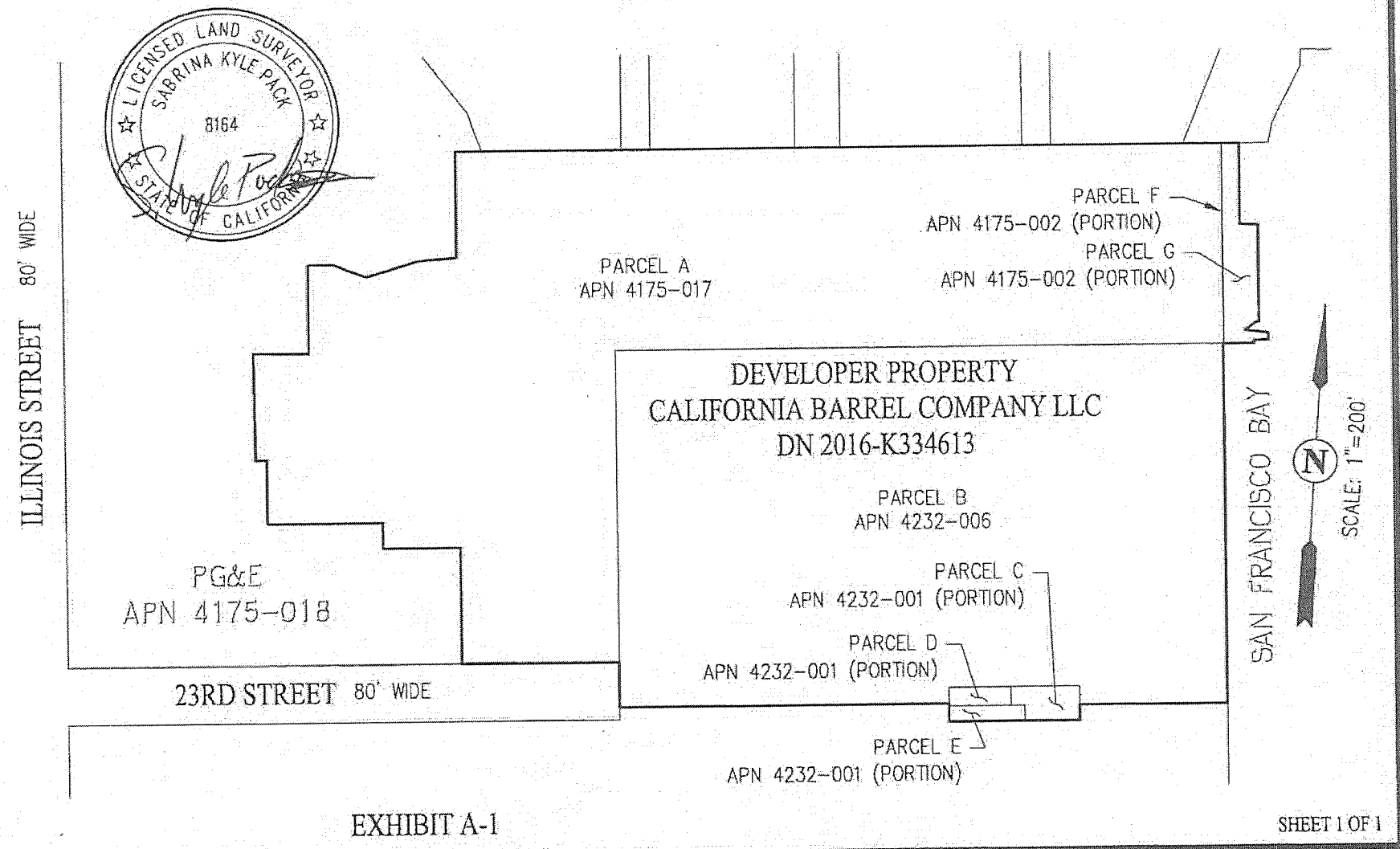

EXHIBIT A-1

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

DEVELOPER PROPERTY
CALIFORNIA BARREL COMPANY LLC. PROPERTY
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JANUARY 10, 2020

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

1/10/2020 3:23 PM

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JOB NO. 2747-000

JANUARY 10, 2020
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:

BEING ALL OF THAT PROPERTY GRANTED TO CALIFORNIA BARREL COMPANY LLC BY DEED RECORDED SEPTEMBER 26, 2016, AS DOCUMENT NUMBER 2016-K334613 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL A:
COMMENCING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY LINE OF 23RD STREET WITH THE EASTERLY BOUNDARY LINE OF ILLINOIS STREET, AND RUNNING THENCE ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(A) NORTH 86° 49' 44" EAST 543.85 FEET TO THE TRUE POINT OF BEGINNING,

THENCE LEAVING SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(1) NORTH 3° 10' 16" WEST 161.58 FEET, THENCE
(2) SOUTH 86° 49' 44" WEST 106.84 FEET, THENCE
(3) NORTH 3° 10' 16" WEST 34.68 FEET, THENCE
(4) SOUTH 86° 49' 44" WEST 158.55 FEET, THENCE
(5) NORTH 3° 10' 16" WEST 89.59 FEET, THENCE
(6) SOUTH 86° 49' 44" WEST 15.75 FEET, THENCE
(7) NORTH 3° 41' 19" WEST 148.65 FEET, THENCE
(8) NORTH 87° 24' 17" EAST 76.76 FEET, THENCE
(9) NORTH 3° 10' 16" WEST 121.47 FEET, THENCE
(10) NORTH 86° 49' 44" EAST 35.24 FEET, THENCE
(11) SOUTH 71° 40' 08" EAST 47.67 FEET, THENCE
(12) NORTH 70° 10' 11" EAST 76.13 FEET, THENCE
(13) NORTH 82° 22' 09" EAST 52.89 FEET, THENCE
(14) NORTH 3° 10' 16" WEST 148.53 FEET, THENCE
(15) NORTH 86° 49' 44" EAST 1056.62 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET, THENCE RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER WATERFRONT STREET

(16) SOUTH 3° 10' 16" EAST 279.00 FEET

TO A POINT IN THE CENTERLINE OF FORMER HUMBOLDT STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER ORDINANCE NO. 116-67, DATED MAY 1, 1967, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID WESTERLY

BOUNDARY LINE OF FORMER WATERFRONT STREET AND RUNNING ALONG SAID CENTERLINE OF FORMER HUMBOLDT STREET

(17) SOUTH 86° 49' 44" WEST 840.00 FEET

TO A POINT IN THE WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET, AS SAID STREET EXISTED PRIOR TO THE VACATION THEREOF PER RESOLUTION 21111 DATED MAY 8, 1923, BY THE BOARD OF SUPERVISORS OF THE CITY AND COUNTY OF SAN FRANCISCO, A MUNICIPAL CORPORATION, THENCE LEAVING SAID CENTERLINE OF FORMER HUMBOLDT STREET AND RUNNING ALONG SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET

(18) SOUTH 3° 10' 16" EAST 433.175 FEET

TO A POINT IN SAID NORTHERLY BOUNDARY LINE OF 23RD STREET, THENCE LEAVING SAID WESTERLY BOUNDARY LINE OF FORMER LOUISIANA STREET AND RUNNING ALONG SAID NORTHERLY BOUNDARY LINE OF 23RD STREET

(19) SOUTH 86° 49' 44" WEST 216.15 FEET

TO THE TRUE POINT OF BEGINNING.

THE BEARINGS IN THE ABOVE DESCRIPTION ARE BASED UPON AN ASSUMED BEARING OF SOUTH 03° 10' 16" EAST ALONG THE MONUMENT LINE OF THIRD STREET BETWEEN 22ND STREET AND 23RD STREET.

BEING A PORTION OF POTRERO NUEVO BLOCKS NO 443, 444, 463, 478, 489, 504, ALL OF POTRERO NUEVO BLOCK NO 464 AND PORTIONS OF MICHIGAN STREET, GEORGIA STREET, LOUISIANA STREET, MARYLAND STREET, DELAWARE STREET AND HUMBOLDT STREET AS SAID STREETS EXISTED PRIOR TO THE CLOSURE THEREOF.

SAID PARCEL A IS PURSUANT TO THAT CERTAIN CERTIFICATE OF COMPLIANCE RECORDED DECEMBER 24, 2015, AS INSTRUMENT NO. 2015-K180954-00, OF OFFICIAL RECORDS.

PARCEL A-1:
A NON-EXCLUSIVE EASEMENT TO RECONSTRUCT, REPLACE, REMOVE, MAINTAIN AND USE THE EXISTING WATER LINE WITH ASSOCIATED IMPROVEMENTS AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS, ACROSS THE FOLLOWING DESCRIBED LAND:

A PORTION OF THAT PARCEL OF LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

A STRIP OF LAND OF THE UNIFORM WIDTH OF 10.00 FEET EXTENDING FROM THE GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5 AND LYING 5.00 FEET ON EACH SIDE OF AN EXISTING WATERLINE, APPROXIMATELY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHERLY TERMINUS OF A COURSE AS SHOWN ON SAID LOT LINE ADJUSTMENT, WHICH COURSE HAS A BEARING OF NORTH 03° 10' 16" WEST AND A DISTANCE OF 121.47 FEET; THENCE ALONG SAID GENERAL EASTERLY BOUNDARY LINE OF SAID LOT 5 SOUTH 03° 10' 16" EAST 32.55 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE LEAVING SAID GENERAL EASTERLY BOUNDARY LINE, SOUTH 84° 24' 46" WEST 10.87 FEET; THENCE SOUTH 03° 55' 12" EAST 54.92 FEET; THENCE SOUTH 85° 03' 38" WEST 32.40 FEET; THENCE SOUTH 02° 20' 06" EAST 26.95 FEET; THENCE SOUTH 87° 07' 59" WEST 295.21 FEET, MORE OR LESS TO THE WESTERLY BOUNDARY LINE OF SAID LOT 5, BEING THE POINT OF TERMINATION.

PARCEL A-2:
A NON-EXCLUSIVE EASEMENT FOR DRAINAGE, DISCHARGE, RETENTION AND /OR PERCOLATION OF STORM WATER RUNOFF FROM PARCEL A ABOVE DESCRIBED INTO THE STORM WATER SYSTEM LOCATED ON THE LAND DESCRIBED AND DESIGNATED AS ASSESSOR'S BLOCK NO. 4175-LOT 5 ON EXHIBIT "B" OF THAT CERTAIN LOT LINE ADJUSTMENT RECORDED ON APRIL 15, 1999, IN BOOK H364 OF OFFICIAL RECORDS AT PAGE 337, AS DOCUMENT NO. 99-G551170-00, SAN FRANCISCO COUNTY RECORDS, AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THAT CERTAIN GRANT DEED FROM PACIFIC GAS AND ELECTRIC COMPANY, A CALIFORNIA CORPORATION RECORDED APRIL 16, 1999 AS DOCUMENT NO. 99-G553141-00 OF OFFICIAL RECORDS.

PARCEL B:
BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF 23RD STREET WITH THE WESTERLY LINE OF LOUISIANA STREET, NOW CLOSED; AND RUNNING THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOUISIANA STREET, 433 FEET TO THE CENTER LINE OF HUMBOLDT STREET, NOW CLOSED; THENCE AT RIGHT ANGLES EASTERLY, ALONG THE CENTER LINE OF HUMBOLDT STREET, 840 FEET TO THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, NOW CLOSED; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF MASSACHUSETTS (WATERFRONT) STREET, 499 FEET TO THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE SOUTHERLY LINE OF 23RD STREET, 204.92 FEET TO THE EASTERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 2 IN THE DEED FROM SPRECKELS REALIZATION COMPANY TO PACIFIC GAS AND ELECTRIC COMPANY, DATED DECEMBER 23, 1949 AND RECORDED IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, IN BOOK 5341 OF OFFICIAL RECORDS, AT PAGE 295; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE EASTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2, 25.67 FEET TO THE NORTHEAST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 2; THENCE AT RIGHT ANGLES WESTERLY, ALONG THE

NORTHERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 2 AND THE NORTHERLY LINE OF THE PARCEL OF LAND DESCRIBED AND DESIGNATED PARCEL 1 IN SAID DEED, 180.08 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESIGNATED PARCEL 1; THENCE AT RIGHT ANGLES SOUTHERLY, ALONG THE WESTERLY LINE OF SAID PARCEL OF LAND DESIGNATED PARCEL 1, 22.34 FEET; THENCE AT RIGHT ANGLES WESTERLY, PARALLEL WITH THE SOUTHERLY LINE OF 23RD STREET, 455 FEET TO THE WESTERLY LINE, EXTENDED SOUTHERLY, OF LOUISIANA STREET, NOW CLOSED; THENCE AT RIGHT ANGLES NORTHERLY, ALONG THE WESTERLY LINE OF LOUISIANA STREET, 62.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING ALL OF POTRERO NUEVO BLOCKS, 477, 490 AND 503, AND PORTIONS OF 23RD STREET, HUMBOLDT STREET, LOUISIANA STREET, MARYLAND STREET AND DELAWARE STREET, AS SAID STREETS EXISTED PRIOR TO THE VACATION THEREOF.

PARCEL C:
BEGINNING AT THE POINT FORMED BY THE INTERSECTION OF THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY AND ALONG THE SOUTHERLY LINE OF SAID 23RD STREET 143 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 178 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT WHICH IS ON THE WESTERLY LINE OF CLOSED DELAWARE STREET AND 30 FEET SOUTHERLY ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, FROM THE INTERSECTION OF THE WESTERLY LINE OF SAID DELAWARE STREET, WITH THE SOUTHERLY LINE OF 23RD STREET, NOW CLOSED; RUNNING THENCE WESTERLY, PARALLEL TO AND 30 FEET SOUTHERLY FROM THE SOUTHERLY LINE OF SAID 23RD STREET, A DISTANCE OF 105 FEET TO A POINT; THENCE AT A RIGHT ANGLE NORTHERLY FOR A DISTANCE OF 30 FEET TO THE SOUTHERLY LINE OF SAID 23RD STREET; THENCE AT A RIGHT ANGLE WESTERLY, ALONG THE SOUTHERLY LINE OF SAID 23RD STREET, FOR A DISTANCE OF 38 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 178 FEET; THENCE AT A RIGHT ANGLE EASTERLY 143 FEET TO THE WESTERLY LINE OF SAID DELAWARE STREET, NOW CLOSED; AND THENCE AT A RIGHT ANGLE NORTHERLY AND ALONG THE WESTERLY LINE OF SAID DELAWARE STREET, 148 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM, ALL THAT PORTION DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED, DISTANT THEREON 21.83 FEET SOUTHERLY FROM THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED; AND RUNNING THENCE

SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 8.17 FEET; THENCE AT A RIGHT ANGLE WESTERLY 105.00 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 8.17 FEET; THENCE AT A RIGHT ANGLE EASTERLY 105.00 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL D:
BEGINNING AT A POINT IN THE FORMER SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, DISTANT THEREON 19.92 FEET WESTERLY FROM THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE WESTERLY ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET 85.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 25.67 FEET; THENCE AT A RIGHT ANGLE EASTERLY 85.08 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

BEING A PORTION OF POTRERO NUEVO BLOCK NO. 491

PARCEL E:
BEGINNING AT THE POINT MARKING THE INTERSECTION OF THE SOUTHERLY BOUNDARY LINE OF 23RD STREET, NOW CLOSED, WITH THE WESTERLY BOUNDARY LINE OF DELAWARE STREET, NOW CLOSED; AND RUNNING THENCE SOUTHERLY ALONG THE WESTERLY BOUNDARY LINE OF SAID DELAWARE STREET, 21.83 FEET; THENCE AT A RIGHT ANGLE EASTERLY 75.08 FEET; THENCE AT A RIGHT ANGLE NORTHERLY 47.50 FEET; THENCE AT A RIGHT ANGLE WESTERLY 95.00 FEET; THENCE AT A RIGHT ANGLE SOUTHERLY 25.67 FEET TO A POINT IN THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET; THENCE EASTERLY, ALONG THE SOUTHERLY BOUNDARY LINE OF SAID 23RD STREET, 19.92 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

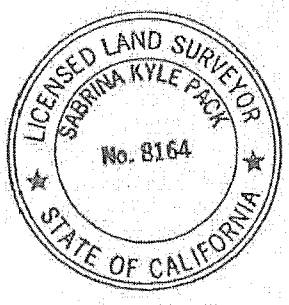
BEING A PORTION OF 23RD STREET, AS SAID STREET EXISTED PRIOR TO THE CLOSURE THEREOF.

PARCEL F:
BEGINNING AT THE INTERSECTION OF THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 4° 20' WEST, ALONG THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, TO THE SOUTHERLY LINE OF THE LANDS OF THE U.S. NAVY; THENCE NORTH 85° 40' EAST, ALONG THE LAST MENTIONED BOUNDARY LINE, 1.00 FOOT; THENCE SOUTH 4° 20' EAST 279.17 FEET TO THE EASTERLY EXTENSION OF THE CENTER LINE OF HUMBOLDT STREET; THENCE SOUTH 85° 40' WEST, ALONG THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY, 1.00 FOOT, MORE OR LESS, TO THE POINT OF BEGINNING.

PARCEL G:
BEGINNING AT A POINT IN THE CENTER LINE OF HUMBOLDT STREET EXTENDED EASTERLY DISTANT THEREON NORTH 85° 40' EAST 1.00 FOOT FROM THE INTERSECTION OF THE EASTERLY EXTENSION OF HUMBOLDT STREET WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET AND RUNNING THENCE NORTH 85° 40' EAST, ALONG SAID EASTERLY EXTENSION OF HUMBOLDT STREET, 41.67 FEET; THENCE NORTH 4° 20' WEST 4.38 FEET; THENCE NORTH 84°32' EAST

19.84 FEET; THENCE NORTH 5° 28' WEST 9.67 FEET; THENCE NORTH 87° 36' 10" WEST 32.76 FEET; THENCE NORTH 50° 02' 20" EAST 19.19 FEET; THENCE NORTH 85° 40' EAST 4.00 FEET; THENCE NORTH 4° 20' WEST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET 135.45 FEET; THENCE SOUTH 86° 59' 50" WEST 24.83 FEET; THENCE NORTH 4° 20' WEST 113.69 FEET TO THE SOUTHERLY BOUNDARY OF LANDS OF THE U.S. NAVY; THENCE SOUTH 85° 40' WEST, ALONG THE LAST MENTIONED BOUNDARY LINE, 23.57 FEET TO A POINT NORTH 85° 40' EAST 1.00 FOOT DISTANT FROM THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET; THENCE SOUTH 4° 20' EAST, PARALLEL WITH THE WESTERLY BOUNDARY LINE OF WATERFRONT STREET, 279.17 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

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

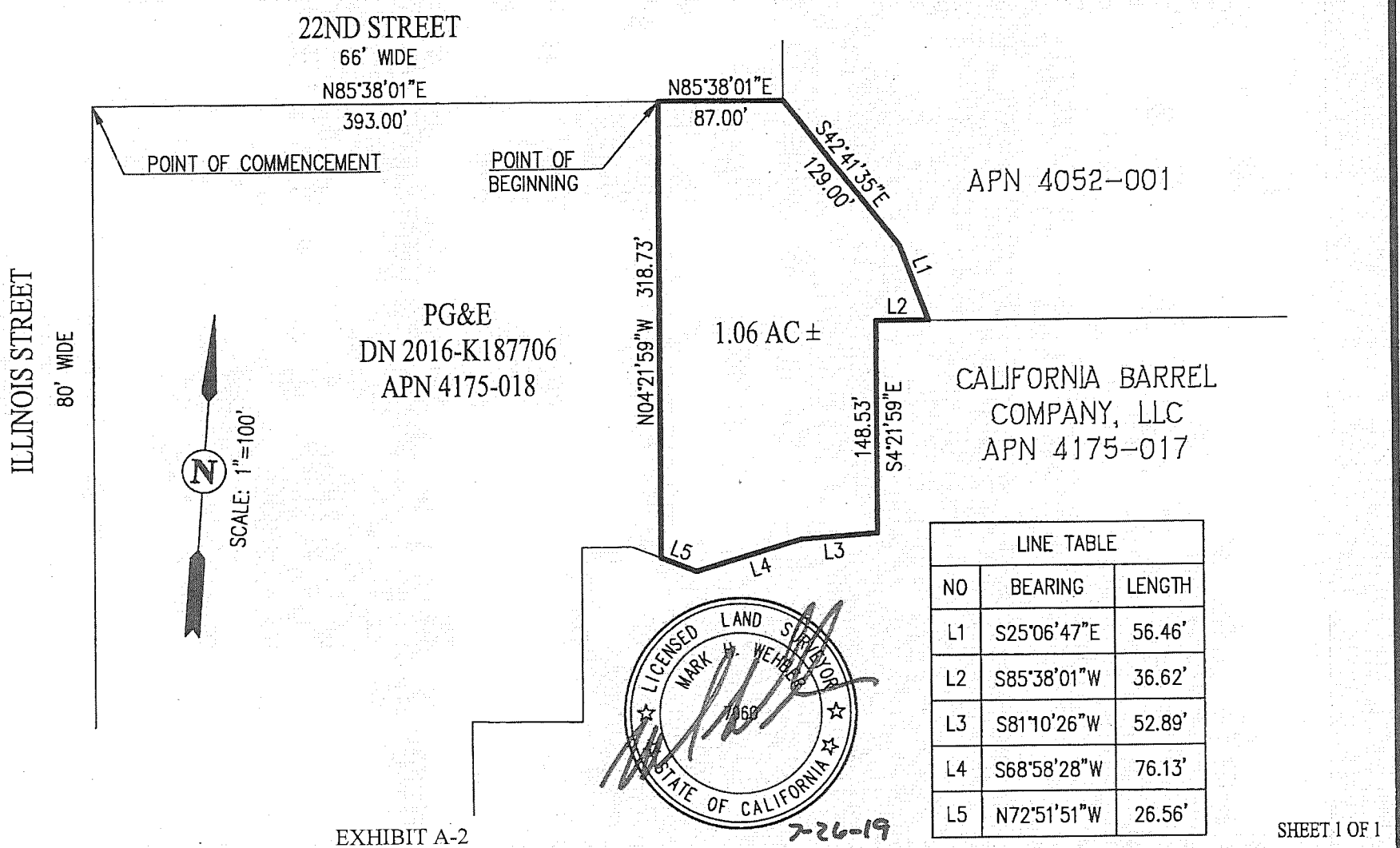


END OF DESCRIPTION

S. Kyle Pack 10 JAN 2020

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

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



LINE TABLE		
NO	BEARING	LENGTH
L1	S25°06'47"E	56.46'
L2	S85°38'01"W	36.62'
L3	S81°10'26"W	52.89'
L4	S68°58'28"W	76.13'
L5	N72°51'51"W	26.56'

EXHIBIT A-2

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORTION OF PG&E PARCEL (APN 4175-018)
POTRERO POWER STATION
CITY AND COUNTY OF SAN FRANCISCO, CALIFORNIA
JULY 26, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
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7/26/2019 10:28 AM

JOB NO. 2747-000

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

JULY 26, 2019
JOB NO.: 2747-000

EXHIBIT A-2
PROPERTY DESCRIPTION
PORTION OF PG&E PROPERTY (APN 4175-018)
POTRERO POWER STATION
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 DESCRIBED IN THAT CERTAIN GRANT DEED RECORDED JANUARY 14, 2016, AS DOCUMENT NUMBER 2016-K187756 OF OFFICIAL RECORDS, IN THE OFFICE OF THE RECORDER OF THE CITY AND COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWESTERN CORNER OF SAID PARCEL OF LAND, SAID POINT BEING THE INTERSECTION OF THE SOUTHERN LINE OF 22ND STREET (66' WIDE) AND THE EASTERN LINE OF ILLINOIS STREET (80' WIDE);

THENCE, FROM SAID POINT OF COMMENCEMENT, ALONG THE NORTHERN LINE OF SAID PARCEL OF LAND, 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) 393.00 FEET TO THE POINT OF BEGINNING FOR THIS DESCRIPTION;

THENCE, FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTHERN LINE, AND ALONG THE EASTERN LINE OF SAID PARCEL OF LAND, THE FOLLOWING EIGHT (8) COURSES:

1) NORTH 85°38'01" EAST 87.00 FEET,

2) SOUTH 42°41'35" EAST 129.00 FEET,

3) SOUTH 25°06'47" EAST 56.46 FEET,

4) SOUTH 85°38'01" WEST 36.62 FEET,

5) SOUTH 04°21'59" EAST 148.53 FEET,

6) SOUTH 81°10'26" WEST 52.89 FEET,

7) SOUTH 68°58'28" WEST 76.13 FEET, AND

8) NORTH 72°51'51" WEST 26.56 FEET;

JULY 26, 2019
JOB NO.: 2747-000

THENCE, LEAVING SAID EASTERN LINE, NORTH 04°21'59" WEST 318.73 FEET TO SAID POINT OF BEGINNING.

CONTAINING 1.06 ACRES OF LAND, MORE OR LESS.

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

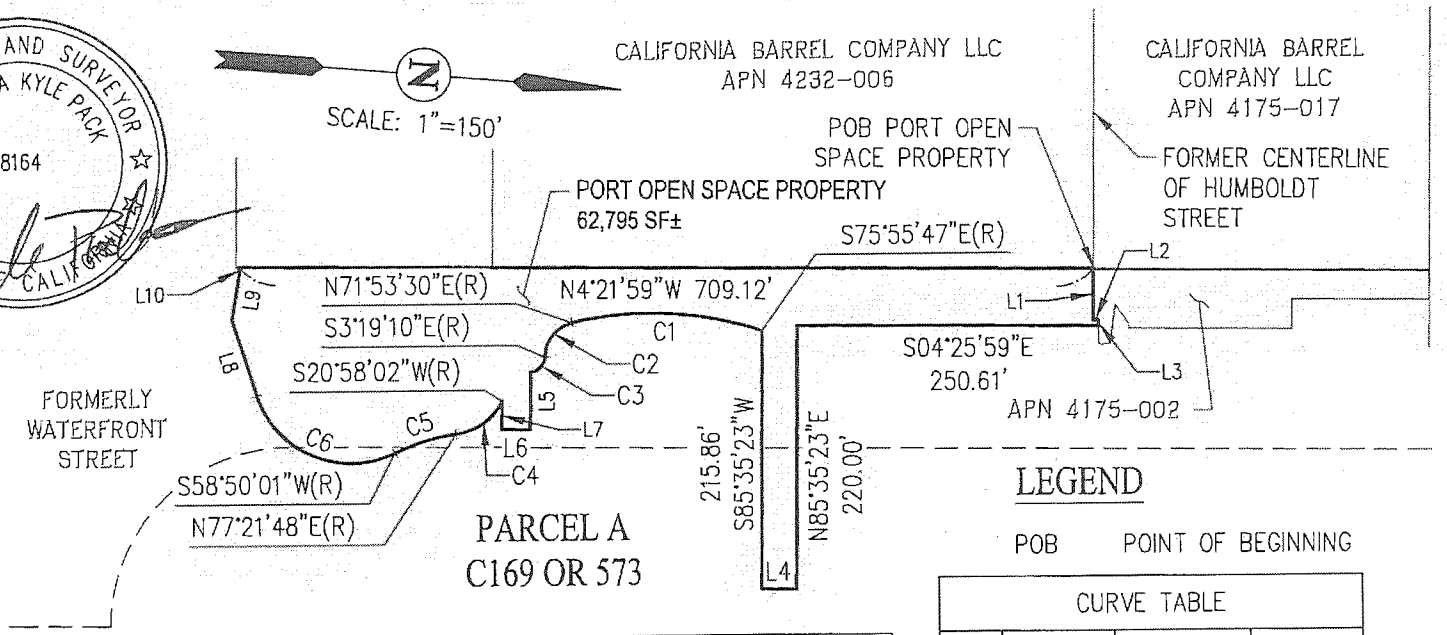
END OF DESCRIPTION

7/26/19

MARK H. WEHBER P.L.S.
L.S. NO. 7960



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°24'37"E	29.17'
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'	32°10'43"	159.50'
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-5

SHEET 1 OF 1

PLAT TO ACCOMPANY LEGAL DESCRIPTION

PORT OPEN SPACE 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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9/20/2019 5:01 PM

JOB NO. 2747-000

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

SEPTEMBER 20, 2019
JOB NO.: 2747-000

EXHIBIT A-5
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 GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, 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°25'59" EAST 250.61 FEET;

THENCE, NORTH 85°35'23" EAST 220.00 FEET;

THENCE, SOUTH 04°24'37" EAST 29.17 FEET;

THENCE, SOUTH 85°35'23" WEST 215.86 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 75°55'47" EAST, THROUGH A CENTRAL ANGLE OF 32°10'43", AN ARC DISTANCE OF 159.50 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 62,795 SQUARE FEET OF LAND, MORE OR LESS.

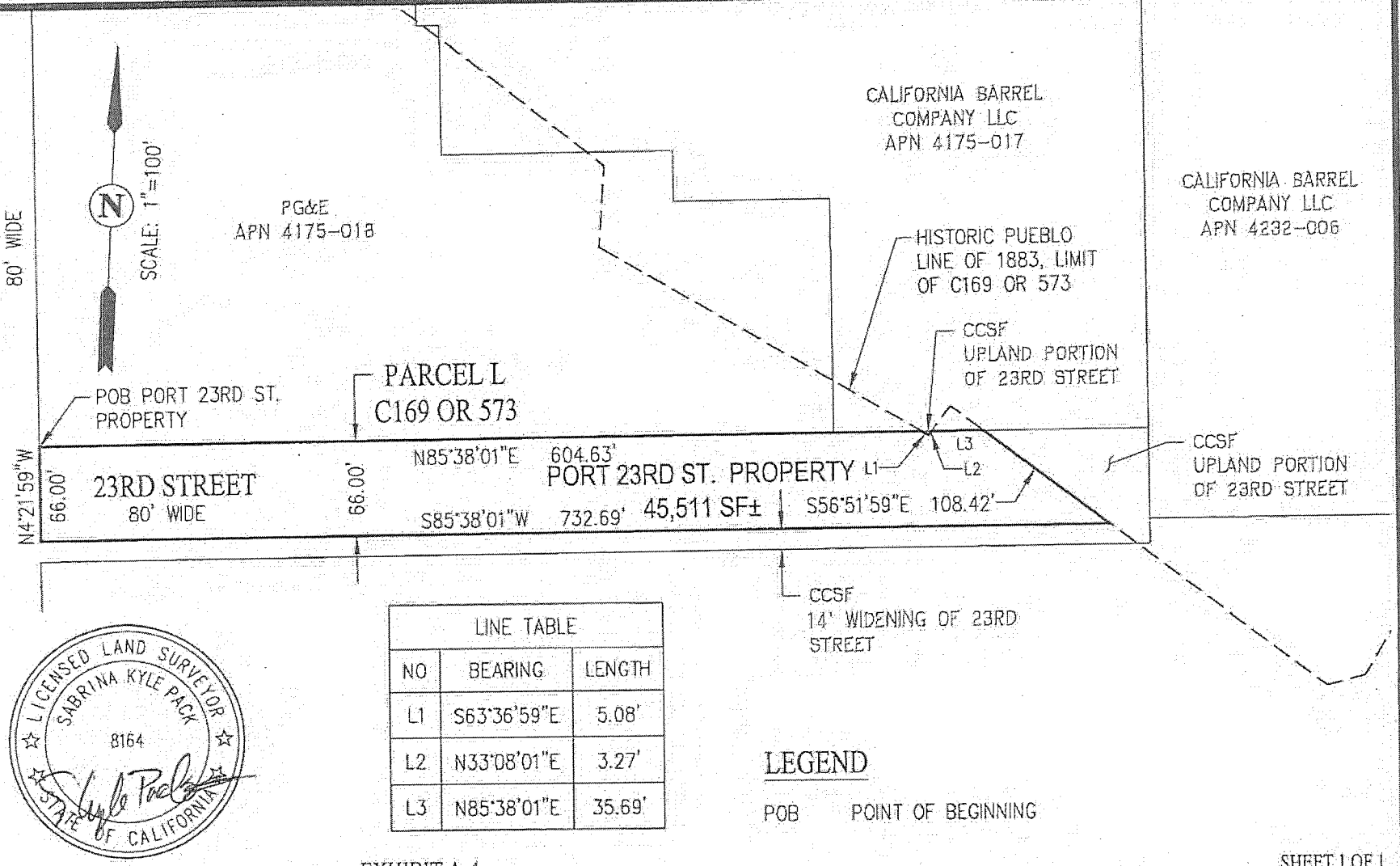
ATTACHED HERETO IS A PLAT TO ACCOMPANY LEGAL DESCRIPTION, AND BY THIS REFERENCE, MADE A PART HEREOF.

END OF DESCRIPTION



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
SEPTEMBER 20, 2019

cbg
SAN RAMON (925) 866-0322
SACRAMENTO (916) 375-1877
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JOB NO. 2747-000

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

SEPTEMBER 20, 2019
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 GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, 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);

SEPTEMBER 20, 2019
JOB NO.: 2747-000

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.

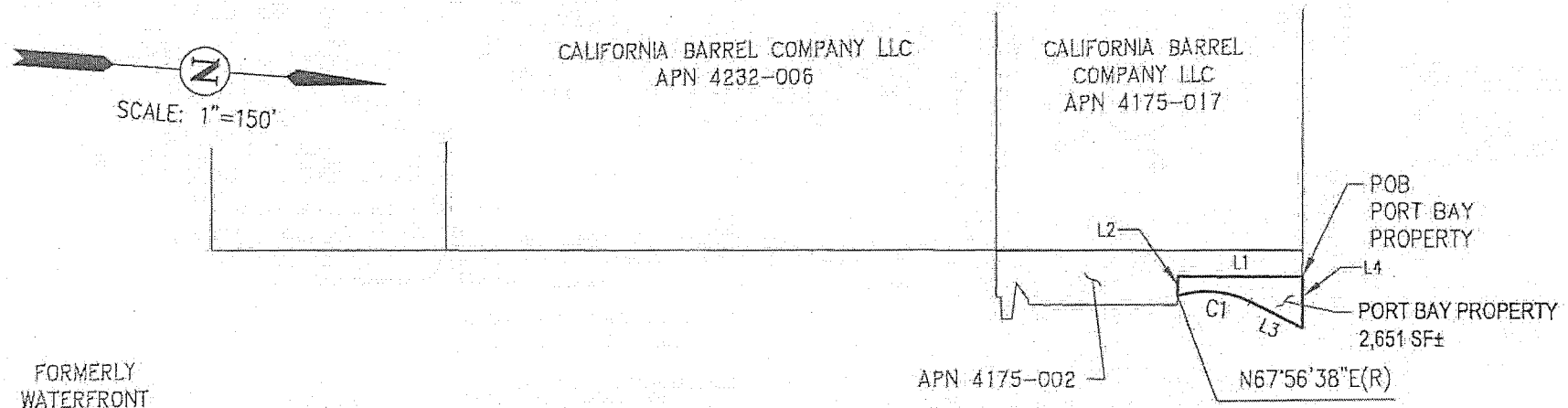
END OF DESCRIPTION



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
SEPTEMBER 20, 2019

cbg
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SEPTEMBER 20, 2019
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 GRANT DEED TO THE CITY AND COUNTY OF SAN FRANCISCO, 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

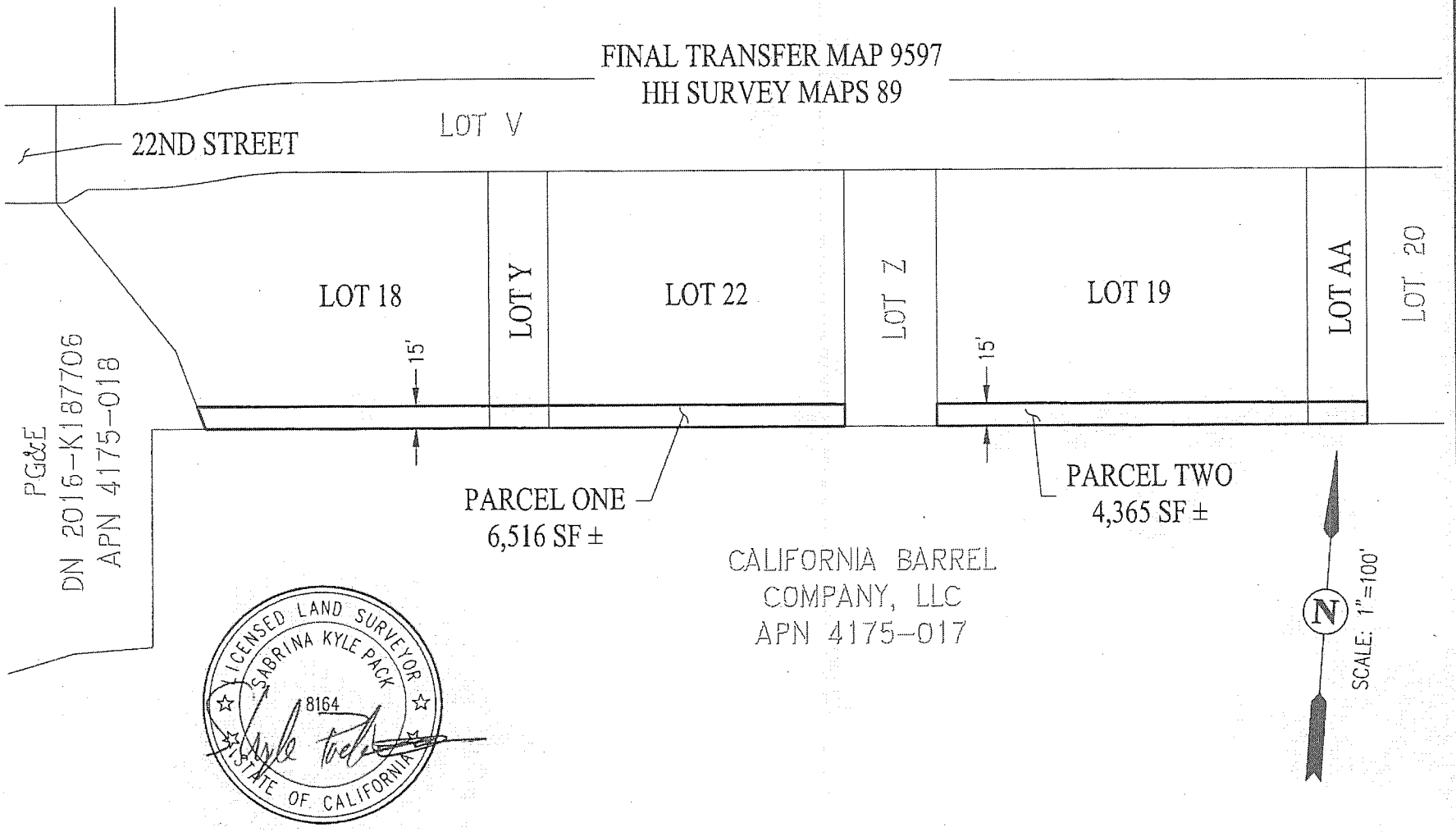

EXHIBIT A-6

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
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7/29/2019 1:46 PM

JOB NO. 2747-000

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

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.

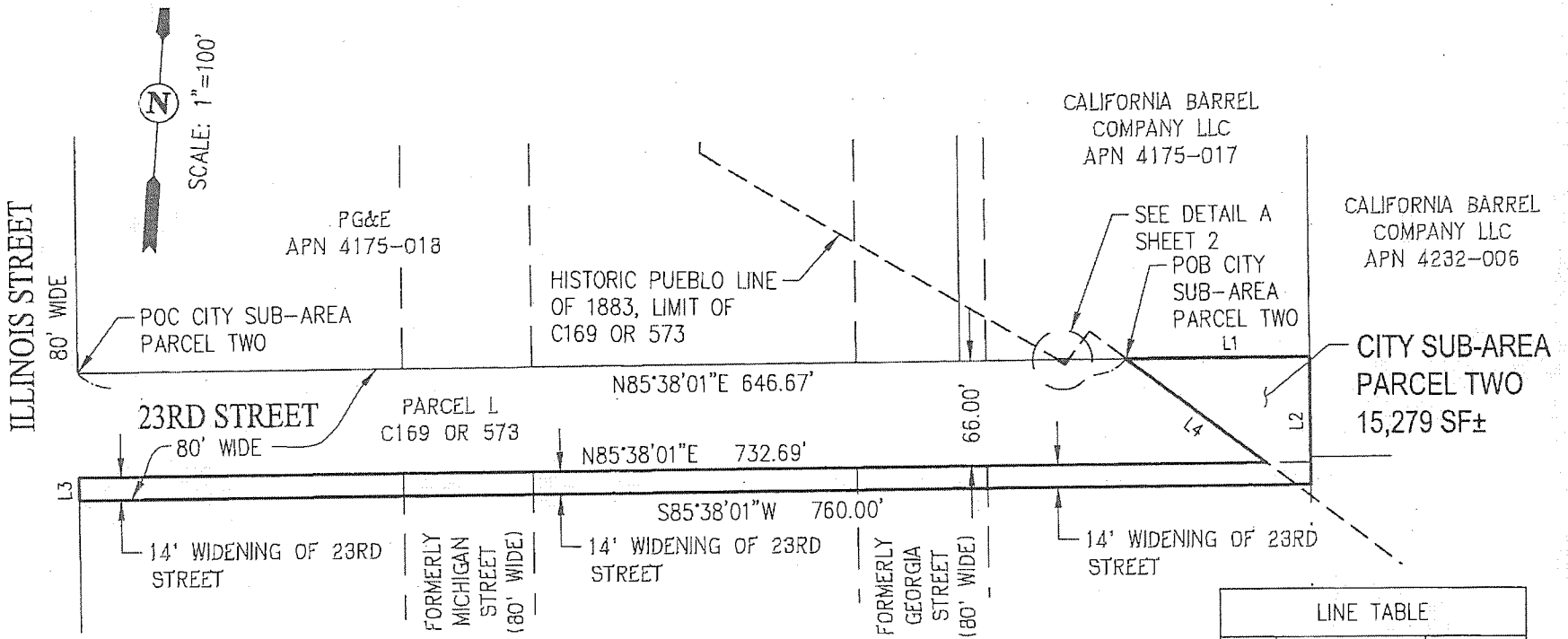


END OF DESCRIPTION

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
WWW.CBANDG.COM
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JOB NO. 2747-000

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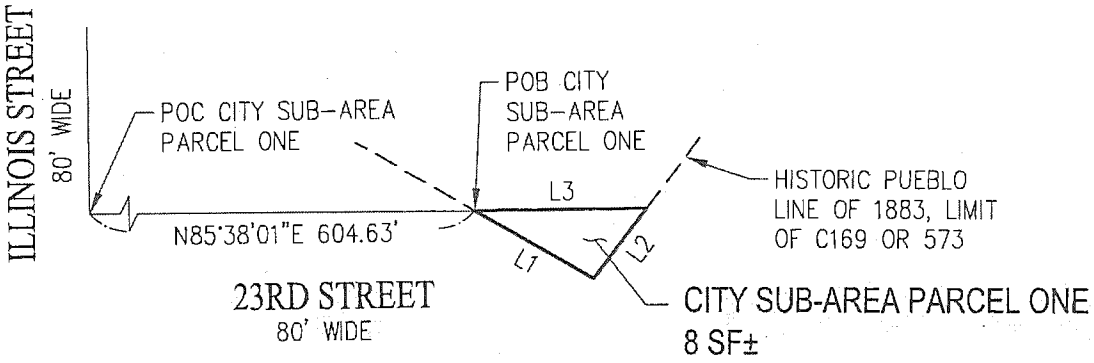

DETAIL A
NOT TO SCALE

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

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;

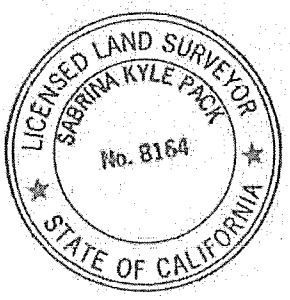
THENCE, ALONG SAID NORTHERN LINE, AND IT'S CONNECTING PROLONGATIONS, NORTH 85°38'01" EAST 732.69 FEET TO A POINT ON SAID PUEBLO LINE;

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



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 [_____] (File No. [_____]): (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 [_____] (File No. [_____]): Amending the Planning Code and the Zoning Maps to establish the Power Station Special Use District and Height and Bulk districts.

3. Ordinance [_____] (File No. [_____]): Amending the General Plan to conform the General Plan with the Potrero Power Station Special Use District.

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

1. R No. [_____]: [_____]: Approving a Lease Agreement between the Port and California Barrel Company LLC.

2. R No. [_____]: [_____]: Adopting findings regarding public trust consistency.

3. R No. [_____]: [_____]: Consenting to a Development Agreement between the City and California Barrel Company LLC.

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. [_____]: Certifying the Final Environmental Impact Report for the Potrero Power Station Mixed-Use Development Project.

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

3. R No. [_____]: 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. [_____]: Recommending to the Board of Supervisors approval of a Development Agreement between the City and California Barrel Company LLC

5. R No. [_____]: 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. [_____]: 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 (SFMTA) Resolution Number [_____] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan; and approving the Interagency Cooperation Agreement.

2. San Francisco Public Utilities Commission (SFPUC) Resolution Number [_____] consenting to a Development Agreement between the City and California Barrel Company LLC, including the Infrastructure Plan; and approving the Interagency Cooperation Agreement.

3. San Francisco Public Utilities Commission (SFPUC) Resolution Numbers 18-0069 and [_____], each approving the water supply assessment for the Potrero Power Station Project.

Exhibit C
Financing Plan

TO BE PROVIDED

Exhibit D
Housing Plan

Exhibit D
Affordable Housing Plan

I. SUMMARY

This Affordable Housing Plan is designed to ensure that thirty percent (30%) of the Residential Units produced by the Project are affordable housing units. The Affordable 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 Affordable Housing Plan by paying the Power Station Affordable Housing In-Lieu Fee, or by causing the construction of 100% Affordable Units at locations proximate to the Project Site. 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 Affordable Housing Plan requires that 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 Affordable Housing Plan requires an amount of affordable housing that meets or exceeds other recent nearby projects but is notable for doing so without public financing or subsidy. The Potrero Power Station must rely on revenues from office uses constructed by the project to finance the affordable housing requirements of this 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 Affordable Housing Plan establishes maximum affordability levels for Inclusionary Units and 100% Affordable Units that are consistent with those currently required by Planning Code section 415. 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 seventy-two percent (72%) 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 ninety-nine percent (99%) of AMI.

II. DEFINITIONS

The following terms in this Affordable 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 Affordable 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.

"**Affordable Housing Proportionality Event**" is defined in Section VII(B).

"**AMI**" or "**Area Median Income**" 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.

"**Deferral Surcharge**" is defined in Section VI(D).

"**Developer's Election**" is defined in Section III(A)(2).

"**Developer's Proportionality Election**" is defined in Section VII(D).

"**Development Parcel**" means a parcel described on a Subdivision Map on which a Building will be constructed or rehabilitated.

"**Excusable Delay**" is defined in Section VII(D).

"**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, and then is sold to an individual or Household.

"**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.

"**HUD**" means the United States Department of Housing and Urban Development, or any successor agency.

"**In-Lieu Fee Credit**" is defined in Section VI(C).

"**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 Affordable 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 For-Sale Project**" means a Market-Rate Project containing For-Sale Units.

"**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 Rental Project**" means a Market-Rate Project containing Rental Units.

"**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 and as updated from time to time, except for any updates or changes that conflict with the requirements of the Development Agreement.

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

"**Notice of Special Restrictions**" means a recorded document encumbering a Market-Rate Parcel or a 100% Affordable Housing Parcel as specified in this Affordable 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 100% Affordable Units, 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 Affordable Housing In-Lieu Fee**" is defined in Section VI(A).

"**Power Station Proportionality In-Lieu Fee**" is defined in Section VII(D)(1).

"**Proportionality Requirement**" is defined in Section VII(C).

"**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 as of the Effective Date.

"**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).

"**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; or, for any 100% Affordable Housing Unit, Developer has obtained one (1) 100% Affordable Housing Unit Credit.

"**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 and any 100% Affordable Units constructed outside of 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 seventy-two percent (72%) 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 ninety-nine percent (99%) 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;

- 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, all of those credits are for Rental Units, 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, and/or 100% Affordable Unit Credits for such Market Rate Project ("**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 could cause the Project to violate the Final Completion Requirements or the Interim Requirements. For purposes of clarity, any Inclusionary Unit Credits, 100% Affordable Unit Credits, and/or In-Lieu Fee Credits obtained by Developer in satisfaction of the Proportionality Requirement described in Section VII shall also satisfy the Interim Requirements and the Final Completion Requirements.

B. Housing Data Table

Each Development Phase application 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 the current Development Phase including the number of Inclusionary Units and 100% Affordable Units, the number of 100% Affordable Unit 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; (d) the number of In-Lieu Fee Credits obtained by Developer; and (e) the number of 100% Affordable Unit Credits obtained by Developer; and,

- the average AMI calculated separately for Rental Projects and For-Sale Projects 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) the AMI levels for 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 Development Parcels to one or more Affordable Housing Developers for the development of one or more 100% Affordable Housing Projects. Any 100% Affordable Housing Parcel may be located on the Project Site or within 0.5 miles of 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.

B. Affordable Housing Conveyance Agreement

Developer shall convey to Affordable Housing Developer the 100% Affordable Housing Parcel (either in fee or ground lease) pursuant to a written conveyance or option 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**");

- Developer shall pay (or cause to be paid) any difference between the actual construction cost of the 100% Affordable Housing Project and the funds otherwise available to Affordable Housing Developer for such project;

- Affordable Housing Developer shall rent or sell, as applicable, the 100% Affordable Units at a Housing Cost for the life of the Affordable Housing Project; and,

- Developer shall perform one or more of the following with respect to each Affordable Housing Parcel:

- Substantially Complete (or cause the Substantial Completion of) all Horizontal Improvements (whether Public Improvements or Privately-Owned Community Improvements) required to serve the 100% Affordable Parcel and located within the Development Phase in which the 100% Affordable 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.

- If Affordable Housing Developer does not obtain Temporary Certificate of Occupancy for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement within ten (10) years of the execution of the Affordable Housing Conveyance Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to Developer.

- If no Temporary Certificate of Occupancy has been issued for the 100% Affordable Housing Project contemplated by the Affordable Housing Conveyance Agreement by the completion of the Term of the Development Agreement, subject to Excusable Delay, all right, title, and interest to the parcel subject to the Affordable Housing Conveyance Agreement and any improvements and personal property thereon shall revert to the City.

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 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 Project, Developer shall (i) receive one (1) 100% Affordable Unit Credit for each 100% Affordable Unit constructed within an 100% Affordable Project, subtracted by (ii) the total number of 100% Affordable Unit Credits previously earned by Developer for such 100% Affordable 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 Project.

Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate, which is intended to represent approximately 33% of the Project's affordable housing requirement. 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 Affordable 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 Affordable Housing Plan to use public financing sources for Inclusionary Units, notwithstanding the provisions of Section 415. The City has no obligation to provide any funding to construct any Inclusionary Units under this Affordable Housing Plan.

C. Inclusionary Unit Credits

Upon issuance of a First Certificate of Occupancy for each Inclusionary Unit, 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 City and County of San Francisco Inclusionary Affordable Housing Program Monitoring and Procedures Manual, as amended from time to time (the "**MOHCD Manual**"). To the extent that the MOHCD Manual as it may be amended from time to time) is inconsistent with or conflicts with the specific requirements of this Affordable Housing Plan, this Affordable Housing Plan will prevail. Notwithstanding any future change to the MOHCD Manual: (a) Developer may situate the Inclusionary Units in the Market-Rate Project in accordance with Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing 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 Market Rate or Inclusionary Units in Buildings containing Inclusionary Units until MOHCD has approved, in its reasonable discretion, the following: (i) Marketing and Operations Guidelines, which must include any preferences required by the MOHCD Manual and/or this Affordable Housing Plan; (ii) conformity of the proposed Housing Cost for Inclusionary Units with this Affordable Housing Plan; and (iii) project-specific eligibility and income qualifications for tenant Households (collectively, "**Marketing and Operations Guidelines**").

2. Marketing and Operations Guidelines

After the City notifies MOHCD of the recordation of a Final Subdivision Map that will allow development within the first Development Phase, Developer shall commence to develop and diligently pursue completion of area- or project-wide Marketing and Operations Guidelines for each Market-Rate Project with Inclusionary Units within the Project Site. 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 V(E)(5).

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;

- for Rental Units, a covenant to keep the Inclusionary Units as Rental Units for the life of the Market-Rate Rental 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 leased to the Homeless Prenatal Program, the requirements of Section V(E)(5).

4. Planning Code Section 415

Due to the detail set forth in this Affordable Housing Plan, and the differences between the City's inclusionary program under Section 415 and this Affordable Housing Plan, the Parties have not imposed all of the requirements of Section 415 into this Affordable Housing Plan. However, the Parties acknowledge and agree that (i) all Inclusionary Units and 100% Affordable Units will be subject to the lottery system established by MOHCD under Section 415 (except those master leased to the Homeless Prenatal Program as set forth in Section V(E)(5) of this Affordable Housing Plan), (ii) MOHCD will monitor and enforce the requirements applicable to Inclusionary Units under this Section V in accordance with Planning Code Section 415.9, except that all references to Section 415 will be deemed to refer to the requirements under this Affordable Housing Plan, (iii) the location of the Inclusionary Units within a Market-Rate Project shall be approved by the City in accordance with the standards of Zoning Administrator Bulletin 10 (Designation Priorities for the Inclusionary Affordable Housing Program), and (iv) to the extent there are implementation issues that have not been addressed in this Affordable Housing Plan, then the provisions of Section 415 and the MOHCD Manual shall govern and control such issues.

5. Homeless Prenatal Program

Developer may elect that up to eighteen (18) Inclusionary Units per Development Phase (and not more than thirty-six (36) Inclusionary Units in total for all Development Phases) may be exempt from the lottery system established by MOHCD under Section 415, and Developer may lease those Inclusionary Units directly to the nonprofit organization the Homeless Prenatal Program or its successor nonprofit organization. The Homeless Prenatal Program shall sublease those Inclusionary Units to Households served by the Homeless Prenatal Program. If MOHCD determines in its reasonable discretion that the Homeless Prenatal Program becomes unable to reasonably administer the subleasing of the designated Inclusionary Units to its Households, or if the Homeless Prenatal Program chooses not to use the designated Inclusionary Units, or otherwise ceases operations, Developer shall lease the Inclusionary Units subject to MOHCD's lottery system.

VI. 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 Affordable Housing In-Lieu Fee**") to satisfy a portion of the Project's overall affordable housing requirements. The Power Station Affordable Housing In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. In the event of any inconsistencies regarding the collection of fees under Section 415 and this Affordable Housing Plan, then this Affordable Housing Plan will prevail.

B. Calculation and Timing of Power Station Affordable Housing In-Lieu Fee

The initial Power Station Affordable Housing In-Lieu Fee rate will be one hundred ninety-nine dollars and fifty cents ($199.50) per 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.

C. In-Lieu Fee Credits

Developer shall receive one "**In-Lieu Fee Credit**" for each Market Rate Unit for which Developer has paid the Power Station Affordable Housing In-Lieu Fee, or upon payment of each One Hundred Ninety-Nine Thousand and Five Hundred Dollars ($199,500) paid as the Power Station Proportionality In-Lieu Fee (as described in Section VII(D)(1)). Developer may earn no more than two-hundred fifty-eight (258) In-Lieu Fee Credits and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site in the aggregate, which is intended to represent approximately 33% of the Project's affordable housing requirement.

D. 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 Section 415, 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 Section 415 (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.

VII. NON-RESIDENTIAL TO RESIDENTIAL PROPORTIONALITY REQUIREMENT

A. Intent

The City has asked for assurance that affordable housing will be provided in proportion to office and life science development on the Project Site. To this end, as further specified in this Section VII, in addition to meeting the Interim Requirements and the Final Affordable Percentage, Developer shall have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits within specified periods of time after certain amounts of Gross Floor Area of Office or Life Science uses (as such uses are defined in the Design for Development) are constructed on the Project Site.

B. Affordable Housing Proportionality Event

The City's issuance of a First Certificate of Occupancy for any Building that causes the total cumulative area of Office or Life Science uses on the Project Site to equal or exceed Five Hundred Thousand (500,000) square feet of Gross Floor Area, One Million (1,000,000) square feet of Gross Floor Area, or One Million Five Hundred Thousand (1,500,000) square feet of Gross Floor Area, respectively, shall be termed an "**Affordable Housing Proportionality Event**". Upon full build out of the Project as described in the Initial Approvals, up to three Affordable Housing Proportionality Events would occur.

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall earn or have earned the number of Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits required by this Section, within the timeframes described in this Section.

Developer shall have the right to transfer the obligations under this Section VII subject to the prior written consent of the City, which consent will not be unreasonably withheld, conditioned or delayed. In determining the reasonableness of any consent or failure to consent, the City shall consider whether the proposed transferee has sufficient development experience and creditworthiness to perform the obligations to be transferred. Accordingly, the City may request information and documentation from the transferee to complete such determination.

C. Proportionality Requirement

Upon occurrence of an Affordable Housing Proportionality Event, Developer shall be required to earn or have earned a certain number of Inclusionary Unit Credits, In-Lieu Fee Credits, and/or 100% Affordable Unit Credits per each one (1) square foot of the Five Hundred Thousand (500,000) square feet of Gross Floor Area that caused the Affordable Housing Proportionality Event. Specifically, Developer shall earn or have earned 0.000256 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square feet of Gross Floor Area of Office use causing the Affordable Housing Proportionality Event, and/or 0.000168 of an Inclusionary Unit Credit, In-Lieu Fee Credit, or 100% Affordable Unit Credit for each one (1) square foot of the 500,000 square foot of Gross Floor Area of Life Science use causing the Affordable Housing Proportionality Event (the "**Proportionality Requirement**"). Developer shall not be required to earn credits for more than 500,000 square feet

of Gross Floor Area upon each Affordable Housing Proportionality Event. Any Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer prior to the Affordable Housing Proportionality Event shall be counted towards Developer's satisfaction of the Proportionality Requirement. All Inclusionary Unit Credits, In-Lieu Fee Credits, and 100% Affordable Unit Credits earned by Developer to satisfy the Proportionality Requirement shall also count towards satisfaction of the Interim Requirements and the Final Completion Requirements.

For example, if the Affordable Housing Proportionality Event occurs due to the issuance of a First Certificate of Occupancy for a Building that causes the total cumulative area of Office or Life Science uses on the Project Site to be Six Hundred and Fifty Thousand (650,000) square feet of Gross Floor Area, Developer shall earn or have earned credits in the amount described above for each one (1) square foot of the 500,000 square feet of Gross Floor Area. If such 500,000 square feet of Gross Floor Area is entirely Office use, then Developer shall earn or have earned a total of One Hundred Twenty-Eight (128) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement. If such event instead occurs due to the construction of 250,000 square feet of Gross Floor Area of Office use and 250,000 square feet of Gross Floor Area of Life Science use, Developer shall earn or have earned a total of One Hundred and Six (106) Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits to satisfy the Proportionality Requirement.

D. Developer's Election of Credits

Within 45 days after any Affordable Housing Proportionality Event, Developer shall notify MOHCD in writing of the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits that Developer has obtained or will obtain to satisfy the Proportionality Requirement ("**Developer's Proportionality Election**"). Developer's Proportionality Election shall be at Developer's sole discretion; provided, however, that Developer may not earn more than two-hundred fifty-eight (258) In-Lieu Fee Credits and 100% Affordable Unit Credits for 100% Affordable Housing Projects constructed outside of the Project Site, in the aggregate, consistent with the requirements of Section IV(C) and Section VI(C).

Developer shall have obtained the number of Inclusionary Unit Credits, In-Lieu Fee Credits, or 100% Affordable Unit Credits identified in Developer's Proportionality Election within the timeframes described in Sections VII(D)(1)-(3); provided, however that in the event of civil commotion, war, acts of terrorism, disease or medical epidemics, flooding, fire, acts of God that substantially interfere with carrying out the Project or any portion thereof or with the ability of Developer to perform its obligations under the Proportionality Requirement (whether as a general matter and not specifically tied to Developer) ("**Excusable Delay**"), the Parties agree to extend the time periods for performance of Developer's obligations impacted by the Excusable Delay. In the event that an Excusable Delay occurs, Developer shall notify the City in writing of such occurrence and the manner in which such occurrence substantially interferes with satisfying the Proportionality Requirement or the ability of Developer to perform under this Housing Plan. In the event of the occurrence of any such Excusable Delay, the time or times for performance of the obligations of Developer under Sections VII(D)(1)-(3) will be extended for the period of the Excusable Delay if Developer cannot, through commercially reasonable and diligent efforts, make up for the Excusable Delay within the time period remaining before the applicable completion date; provided, however, within thirty (30) days after the beginning of any such Excusable Delay,

Developer shall have first notified City of the cause or causes of such Excusable Delay and claimed an extension for the reasonably estimated period of the Excusable Delay. In the event that Developer stops any work as a result of an Excusable Delay, Developer must take commercially reasonable measures to ensure that the affected real property is returned to a safe condition and remains in a safe condition for the duration of the Excusable Delay.

1. Performance Schedule for In-Lieu Fee Credits

Developer shall receive one (1) In-Lieu Fee Credit for each One Hundred Ninety-Nine Thousand and Five Hundred Dollars ($199,500) paid as the "**Power Station Proportionality In-Lieu Fee.**" The Power Station Affordable Housing Proportionality In-Lieu Fee rate will be adjusted annually in accordance with Planning Code section 409(b) (as section 409(b) is in effect as of the Effective Date), based on the Annual Infrastructure Construction Cost Inflation Estimate (AICCIE) published by Office of the City Administrator's Capital Planning Group and approved by the Capital Planning Committee. Developer shall pay the Power Station Proportionality In-Lieu Fee for Developer's elected number of Lieu Fee Credits within thirty (30) days of Developer's Proportionality Election. The Power Station Proportionality In-Lieu Fee 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.

2. Performance Schedule for 100% Affordable Unit Credits

Developer shall have obtained its elected number of 100% Affordable Unit Credits within thirty (30) days of Developer's Proportionality Election. Developer may earn 100% Affordable Unit Credits as described in Section IV of this Affordable Housing Plan.

3. Performance Schedule for Inclusionary Unit Credits

Developer shall have obtained its elected number of Inclusionary Unit Credits within three (3) years of Developer's Proportionality Election. Developer may earn Inclusionary Unit Credits as described in Section V of this Affordable Housing Plan, or, at Developer's election, shall earn an Inclusionary Unit Credit for each Inclusionary Unit on the Project Site located in a Market-Rate Project that Commenced Construction and for which the City has issued a First Construction Document.

E. Proportionality Requirement Remedies

If Developer fails to obtain its elected number of In-Lieu Fee Credits, 100% Affordable Unit Credits, or Inclusionary Units Credits within the timeframes described in Section VII(D)(1)-(3), then, subject to the Parties' obligations under Article 9 of the Development Agreement, the City shall have the following remedies in addition to those described in Section 9.4 of the Development Agreement.

1. Failure to Timely Obtain In-Lieu Fee Credits

In the event of a Default of Developer to obtain the number of In-Lieu Fee Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(1),

Developer shall be liable to pay the In-Lieu Fee Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such In-Lieu Fee Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer in each case has paid the In-Lieu Fee Liquidation Amount, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The In-Lieu Fee Liquidation Amount shall be equal to the amount of the Power Station Proportionality In-Lieu Fee owed by Developer, plus thirty (30) percent per annum from the date that payment of the Power Station Proportionality In-Lieu Fee was due under Section VII(D)(1). The In-Lieu Fee Liquidation Amount shall be payable to DBI's Development Fee Collection Unit and shall increase by CPI annually until paid. MOHCD shall use any In-Lieu Fee Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

2. Failure to Timely Obtain 100% Affordable Unit Credits

In the event of a Default of Developer to obtain the number of 100% Affordable Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(2), Developer shall be liable to pay the 100% Affordable Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such 100% Affordable Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the 100% Affordable Unit Liquidation Amount, or such Developer earns the number of 100% Affordable Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The 100% Affordable Unit Liquidation Amount shall be equal to the number of 100% Affordable Unit Credits owed by Developer x two (2) x the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The 100% Affordable Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any 100% Affordable Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

3. Failure to Timely Obtain Inclusionary Unit Credits

In the event of a Default of Developer to obtain the number of Inclusionary Unit Credits described in Developer's Proportionality Election by the timeframe specific in Section VII(D)(3), Developer shall be liable to pay the Inclusionary Unit Liquidation Amount. The City shall have the right to withhold a First Certificate of Occupancy: (a) from Developer if such Developer is in Default of its obligation to pay such Inclusionary Unit Liquidation Amount, and (b) from Affiliates of such Developer, until such time that such Developer has paid the Inclusionary Unit Liquidation Amount or such Developer earns the number of Inclusionary Unit Credits described in Developer's Proportionality Election, at which time the City shall immediately continue to process such withheld First Certificate of Occupancy.

The Inclusionary Unit Liquidation Amount shall be equal to the number of Inclusionary Unit Credits owed by Developer multiplied by two (2) multiplied by the then applicable Power Station Proportionality In-Lieu Fee (as adjusted annually). The Inclusionary Unit Liquidation Amount shall be payable to DBI's Development Fee Collection Unit. MOHCD shall use any Inclusionary Unit Liquidation Amount collected by the City for affordable housing within Supervisorial District 10, including rehabilitation, stabilization, and new construction, as determined by MOHCD.

VIII. PARKING REQUIREMENTS

F. 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.

IX. NOTICES TO MOHCD

Notices given under this Affordable Housing Plan are governed by Section 14.10 (Notice) of the Development Agreement. Notices to MOHCD must be addressed as specified below.

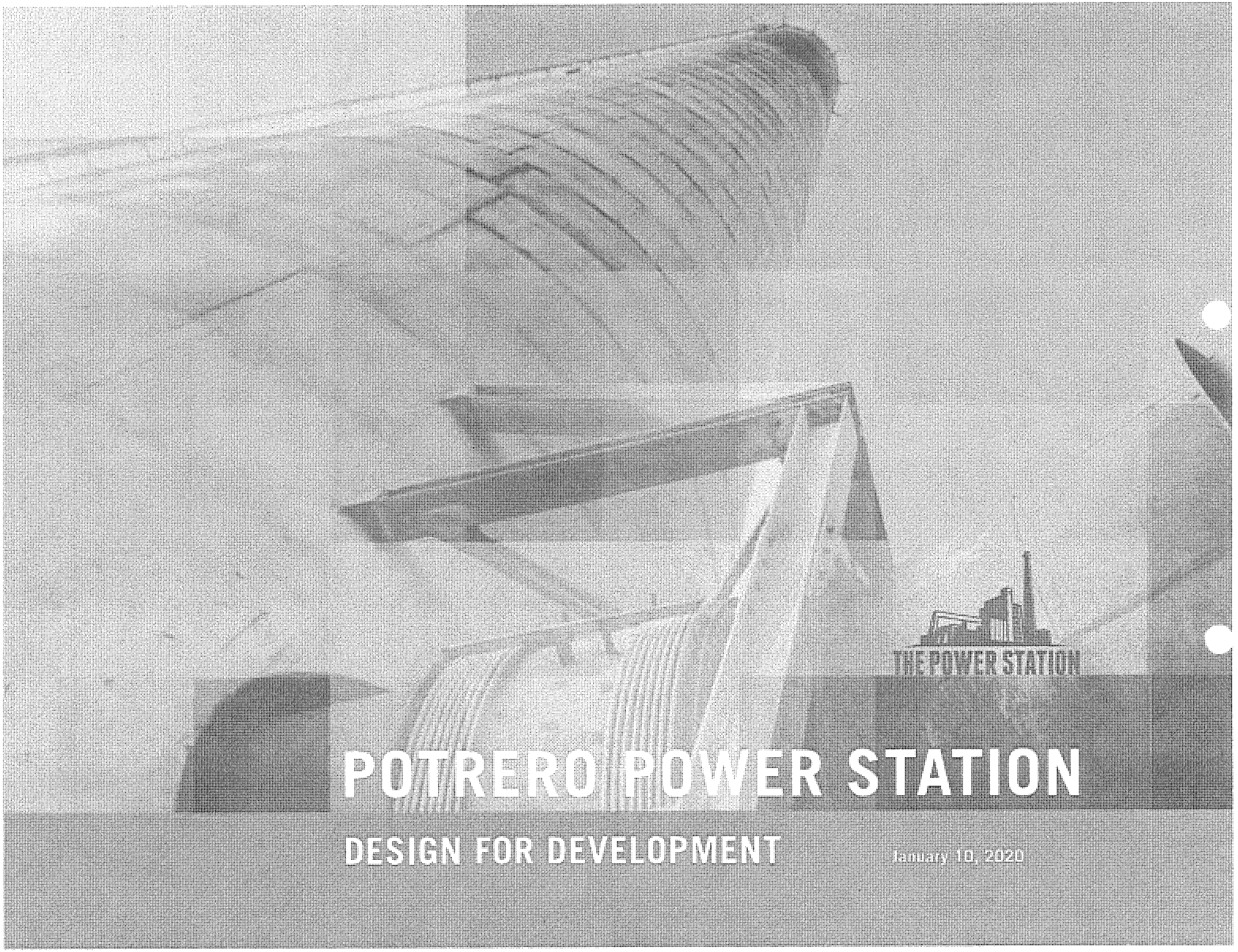
To MOHCD:

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:

Dennis J. Herrera, Esq.
City Attorney
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place San Francisco, CA 94102
Attn: RE/Finance

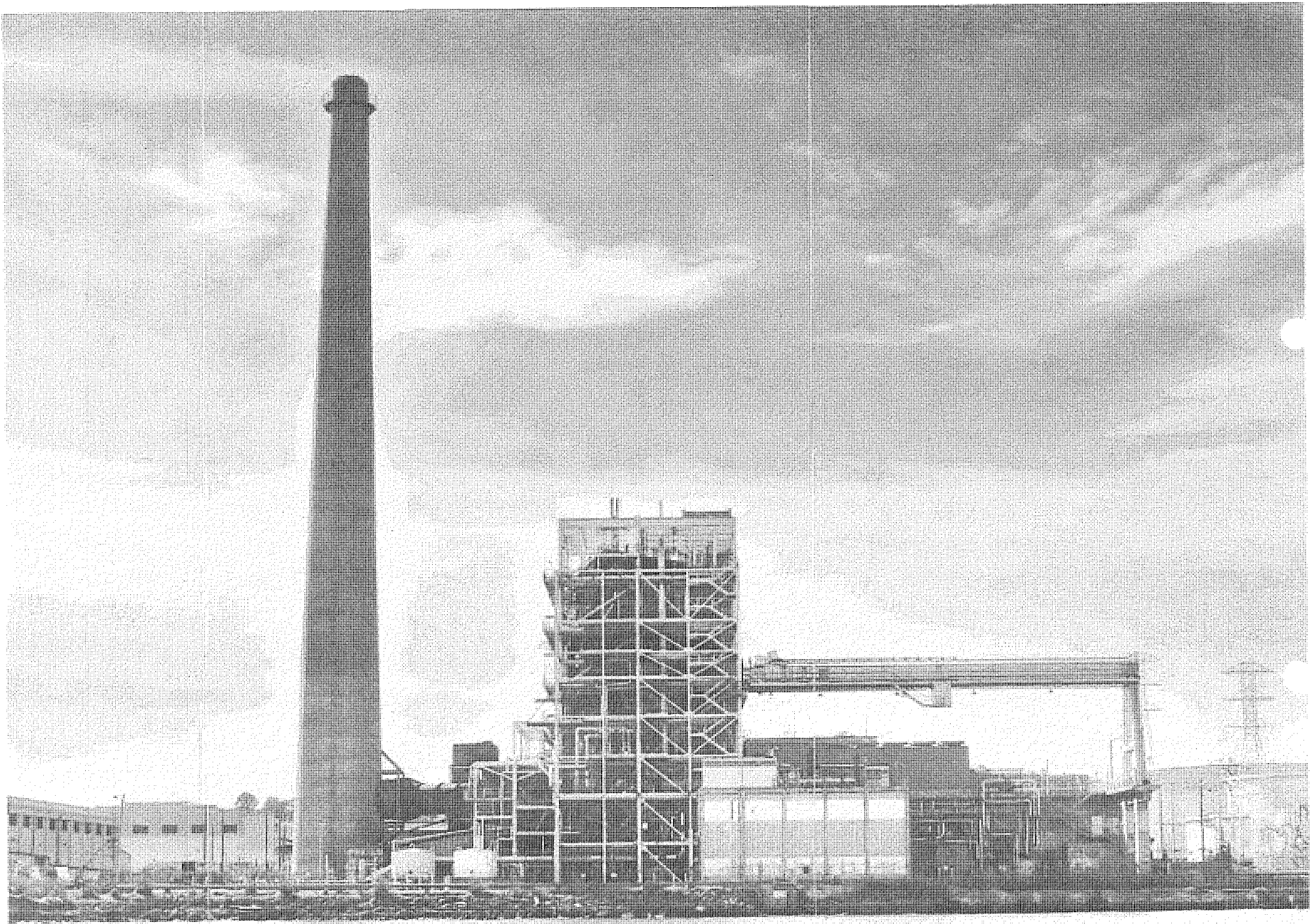
Exhibit E
Design for Development



POTRERO POWER STATION

DESIGN FOR DEVELOPMENT

January 10, 2020



THE POWER STATION

DESIGN FOR DEVELOPMENT

January 10, 2020

1 PROJECT OVERVIEW 7

2 TELLING OUR STORY: INTERPRETIVE VISION 31

3 LAND USE 43

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5 STREETS 143

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7 LIGHTING AND SIGNAGE 315

8 APPENDICES 329

User Guide

Document Content

The Design for Development (the "D4D") document of the Potrero Power Station (the "Power Station," "project site" or "site") governs the future development of the Power Station (the "Power Station project" or "project") and implementation of the Power Station's Special Use District (the "SUD"). The D4D establishes the design intent and prescribes design controls to direct development on the 29 acres that comprise the project site. General references to the "Power Station project" and "project" (defined above) are to be distinguished from references to a "building" or "building project," terms which are intended to describe the construction of a building or group of buildings undertaken as a discrete project that implements a portion of the overall Power Station project. The following sections are included in this document:

Section 1: Project Overview

Section 2: Telling Our Story: Interpretive Vision

Section 3: Land Use

Section 4: Open Space

Section 5: Streets

Section 6: Buildings

Section 7: Lighting and Signage

The Appendices contain supporting information for reference during implementation by designers, developers, and agencies:

Appendix A: Block Plan Guide

Appendix B: Sustainable Neighborhood Framework

Appendix C: Power Station Definitions

Appendix D: Applicable Planning Code Sections

Appendix E: No PG&E Sub-Area Scenario

Appendix F: Historic Resource Evaluation, Part 2 Excerpt (Character Defining Features)

Standards, Guidelines, and Considerations

This D4D includes standards, guidelines, and considerations. Standards and guidelines are requirements that govern the construction and modification of buildings, streets, and open spaces within the project site. Standards are quantifiable or objective requirements whereas guidelines are qualitative or subjective requirements, relating to matters such as the choice of building materials or fenestration.

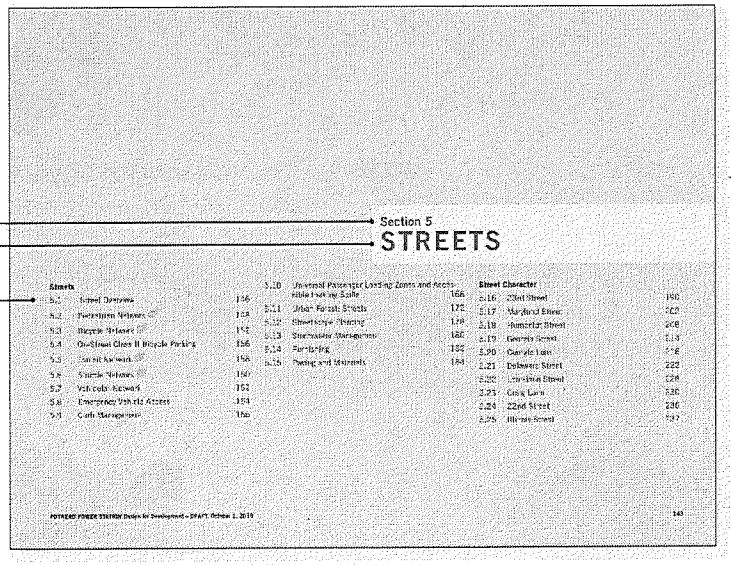
Each new building, street, and open space within the Power Station must meet the standards and guidelines prescribed herein unless modifications to these standards and/or guidelines are approved by the appropriate public bodies. The procedure required to modify the standards contained in the D4D is described in the Potrero Power Station SUD (Appendix E).

Considerations are recommendations, advisory in nature, and intended to further the objectives, principles, and values of this D4D.

Relationship to the Planning Code

References to the "Planning Code" or "Code" herein are references to the *San Francisco Planning Code*, as it exists as of the effective date of the Development Agreement. Future changes to the Planning Code may apply to the Power Station project, pursuant to the terms of the Development Agreement. Key Planning Code definitions and provisions, as of the effective date of the Development Agreement, are included as Appendix D (for reference purposes only).

In the event definitions and other provisions in this D4D conflict with the Planning Code (which includes the provisions of the PPS SUD), the Planning Code will control. If an amendment to the D4D creates a conflict between the D4D and the Planning Code, the Planning Code shall prevail unless and until such time as the Planning Code is amended and there is no longer a conflict between the D4D and the Planning Code. Consistent with the PPS SUD, in the event of a conflict between the SUD and the other provisions of the Planning Code, the SUD shall prevail.



Sustainability-Related Controls

Sustainability-related standards, guidelines, and considerations are indicated with a green leaf.

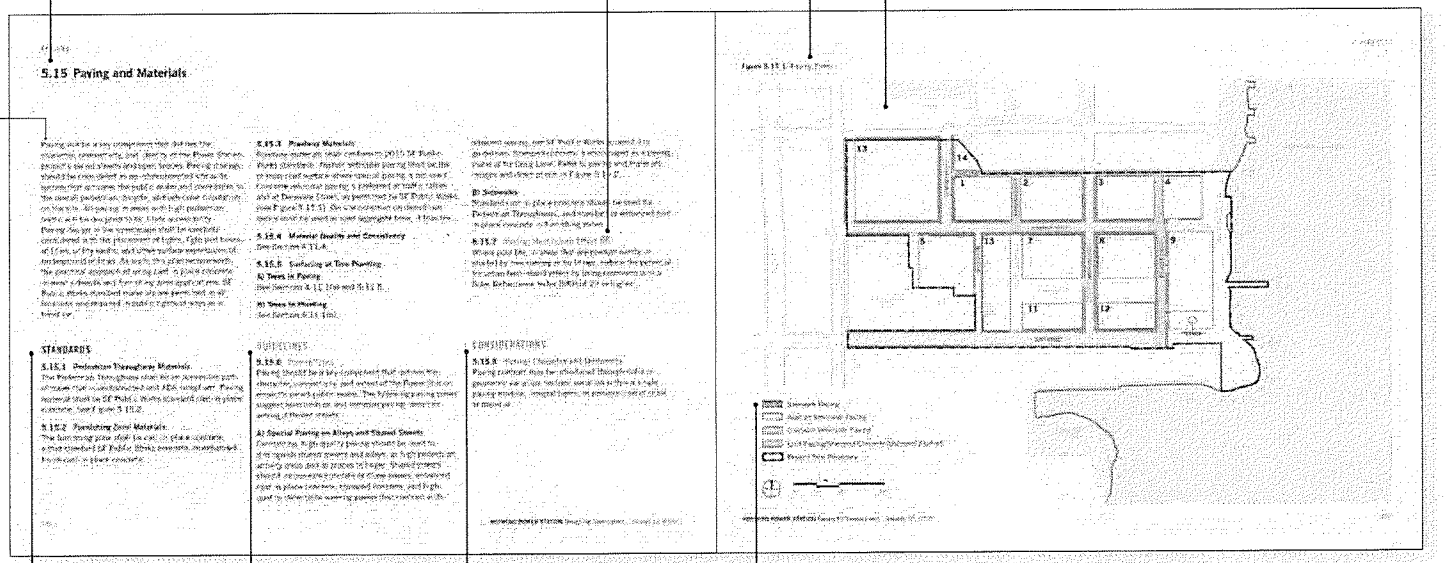
Sub-Section Number and Title

Figure Number and Name

Figure

Introductory Text
Description of rationale and intents

Third Street Industrial District Compatibility Controls
Standards, guidelines, and considerations related to the Third Street Industrial Historic District are indicated with a rust-colored clock.



Standards
As defined on page 2

Guidelines
As defined on page 2

Considerations
As defined on page 2

Figure Legend

Companion Documents

In concert with the D4D, the Infrastructure Plan (the "Infrastructure Plan" or "IP") describes the infrastructure improvements required to support the Power Station project. The IP outlines the infrastructure elements related to the project's streets, open spaces, and utilities. It provides technical descriptions for how these elements are planned and identifies the responsible parties for design, construction and operation of the infrastructure. The IP includes information on the project's regulatory compliance, as well as an approach to non-potable water and stormwater management for the site.

Interpretive Vision

The interpretive strategies identified within this document form the basis of the Project's site-wide interpretive plan, as required by Mitigation Measure M-CR-5(c), and will be coordinated with the designs and designers of public areas and open spaces. The hierarchy, location, and expression of these interpretive experiences will be further refined during the project's implementation.

Sustainability and Transportation

The project takes an integrated approach to sustainability and transportation planning by incorporating these elements into the D4D, rather than treating them as standalone documents. The controls pertaining to sustainability and transportation are integrated as standards and guidelines throughout the D4D.

The controls related to the circulation aspects of transportation are mainly in Section 5: Streets, and those related to buildings (such as parking) can be found in Section 6: Buildings. The Power Station is committed to sustainability and minimizing climate impacts from development. The project takes an integrated approach to enhanced mobility, environmental sustainability, and resilience planning by incorporating related controls and considerations throughout the D4D, rather than as standalone documents.

Sustainability-related standards focus on aspects such as climate (greenhouse gas emissions and air quality), energy, water and stormwater, materials, ecology/ biodiversity, and healthy communities, and are indicated with a green leaf:  . The project's Sustainable Neighborhood Framework summary is presented as Appendix B.

Reviewing Agencies

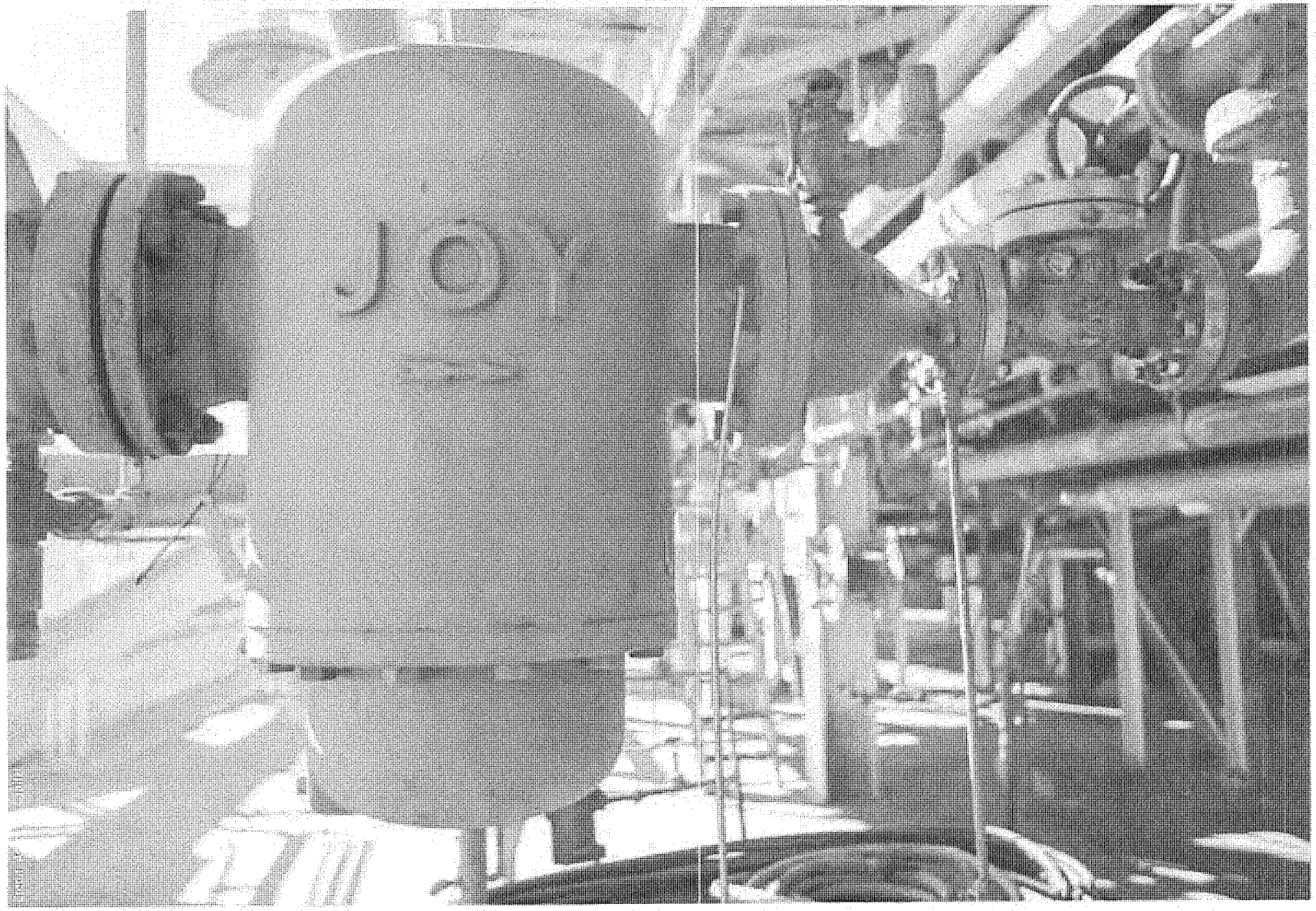
The table below indicates the different agencies involved in review during implementation of the various elements of the D4D and IP.

Table 1.1.1 Matrix of Reviewing Agencies

● = Reviewing Agency

	SF PLANNING	SFMTA	SF PUBLIC WORKS	SFPUC	SFFD	RPD	DBI	PORT
DESIGN FOR DEVELOPMENT (D4D)								
01 Project Overview	●							
02 Interpretive Vision	●							
03 Land Use	●							
04 Open Space[1]	●					●		●
05 Streets	●	●	●		●			
06 Buildings	●							
07 Lighting and Signage	●		●	●				
INFRASTRUCTURE PLAN								
01 Introduction	●			●				
02 Sustainability	●			●				
03 Environmental Management				●				
04 Site Demolition	●						●	
05 Site Resilience[1]	●			●				●
06 Geotechnical Conditions	●		●				●	
07 Site Grading				●			●	
08 Street and Transportation Systems	●	●	●					
09 Open Space and Parks[1]	●			●[2]	●			●
10 Utility Layout and Separation				●				
11 Low-Pressure Water System				●				
12 Non-Potable Water System				●				
13 Auxiliary Water Supply System				●	●			
14 Separated and Combined Sewer System				●				
15 Stormwater Management System	●			●				
16 Dry Utility Systems				●				

1. Per Figure 1.2.1, the Port of San Francisco has jurisdiction over certain waterfront spaces. The Port will thus be involved in the review of said spaces and their resilience against sea level rise during implementation, as described in this D4D and IP.
2. To the extent that there are stormwater management facilities.



Section 1

PROJECT OVERVIEW

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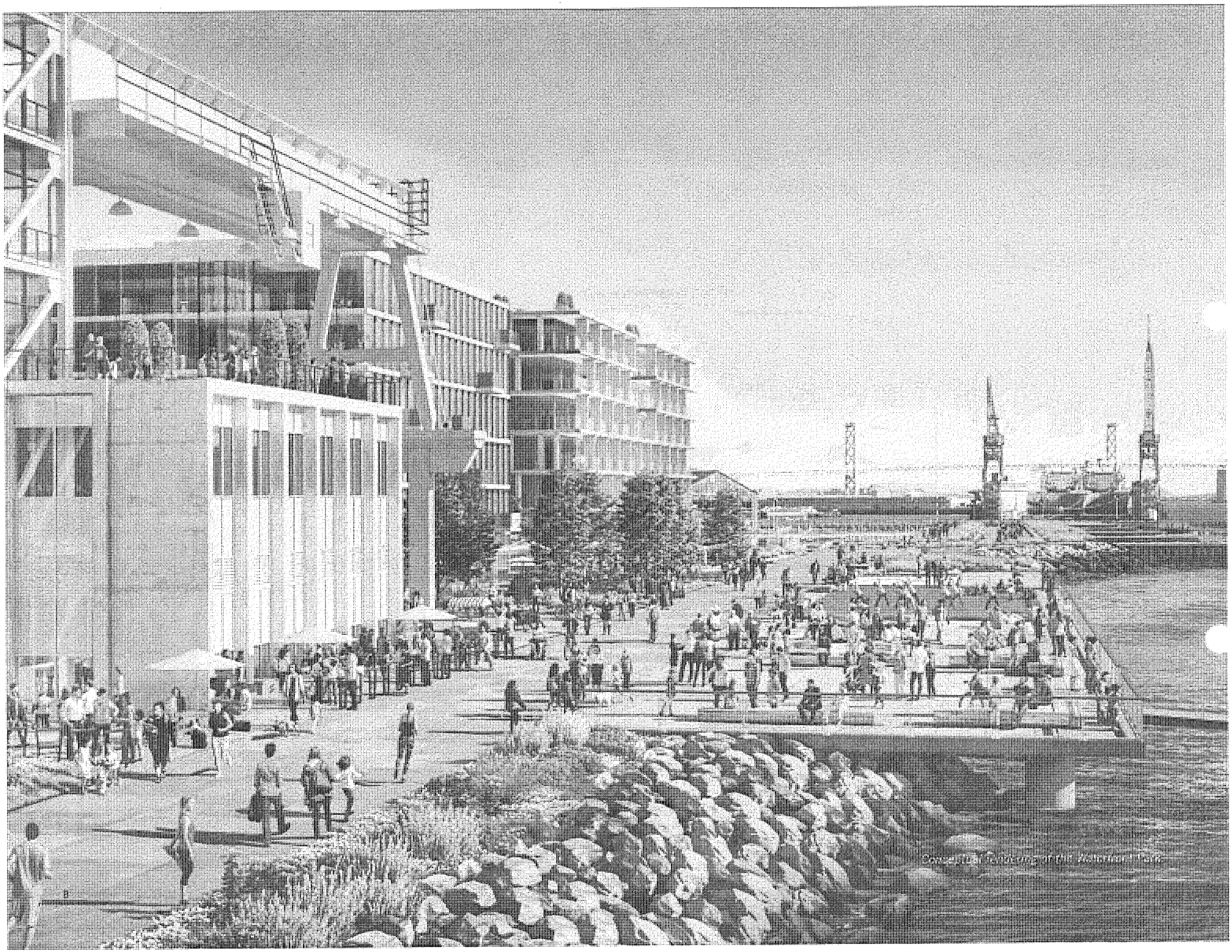


1.1 Project Vision

The Power Station will be a vibrant new neighborhood that seamlessly connects with Dogpatch, Pier 70, and the Central Waterfront as a whole.

The Power Station will be a place for Dogpatch residents and all San Franciscans to access the Central Waterfront, drawing people to a place of arrival at an active, urban water's edge, through a network of streets designed for safe and easy use by those on foot, bicycle, or transit.

It will be a neighborhood alive with places to live, work, shop, and enjoy culture. A series of open spaces will offer opportunities for active recreation, passive contemplation, and everything in between.

The 300-foot-tall "Stack" is an icon for the Central Waterfront. It will stand side-by-side with elegant new buildings that enliven and anchor the public realm, a tangible expression of the site's story arc—from a polluting power plant to a sustainable, resilient neighborhood that embraces wellness.

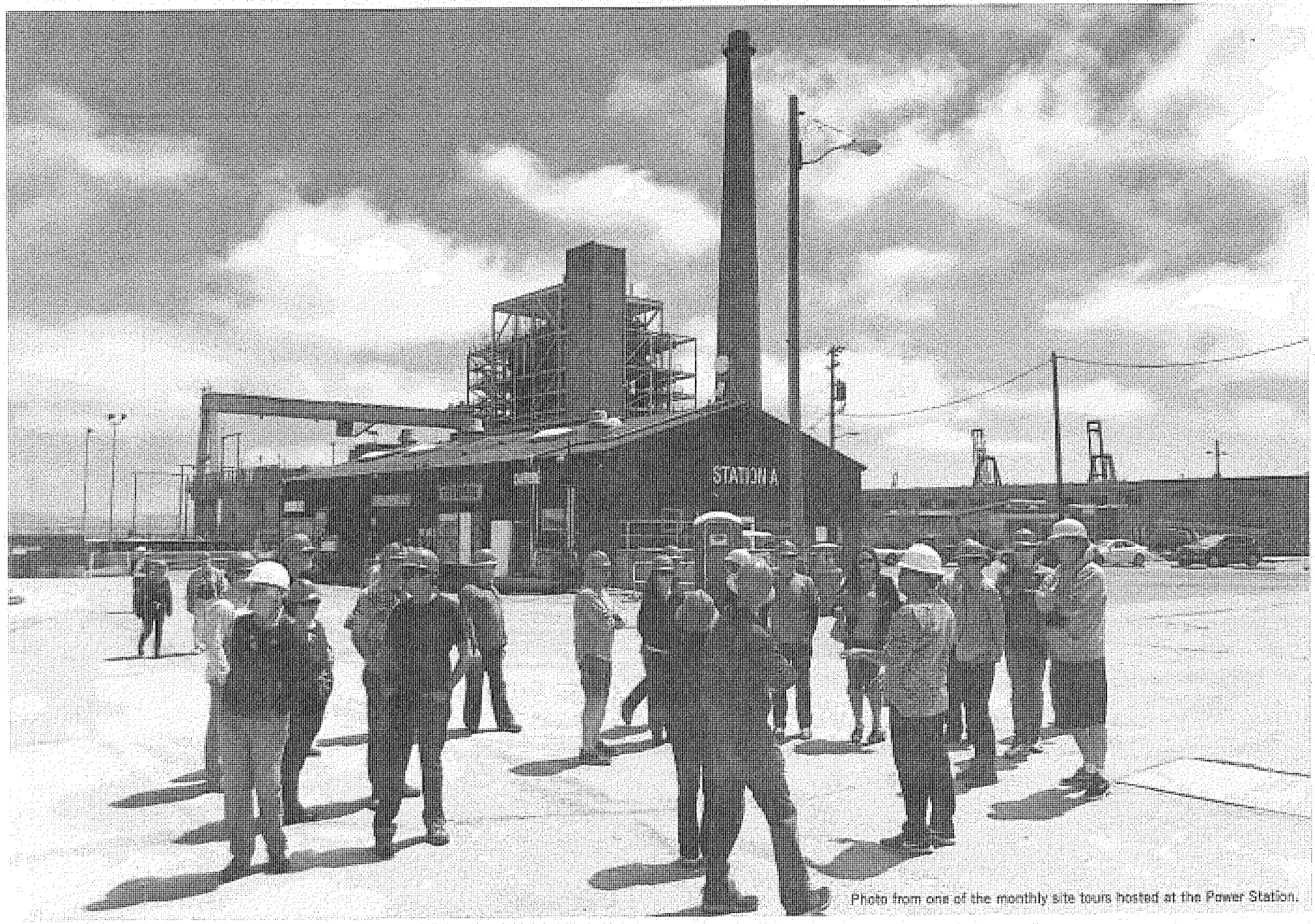


Photo from one of the monthly site tours hosted at the Power Station.

Community Outreach Themes

The community outreach process was a comprehensive multi-year community effort that revealed a series of themes and observations critical to the users and neighbors of the Power Station, shown in Figure 1.1.1. Ranging from program and density ideas to qualitative observations of the diversity and culture in place, these collective goals guided the development of the principles that inform and guide the urban design and place-making of the Power Station project.



Figure 1.1.1 Community Feedback Summary

1.2 Site Context

The site is located in the Dogpatch neighborhood of San Francisco, which is characterized by large industrial warehouses near smaller, single-family homes. This mix and adjacency of uses gives Dogpatch its unique urban fabric, and has given rise to a community that is rich with arts and industry. The American Industrial Center buildings west of the project site, shown in Figure 1.2.1, serve as an anchor for a community of local artisans and craftspeople.

Large industrial users remain active in the area, particularly along the waterfront, where notable neighbors include the Pier 70 Shipyard and Pier 80, both of which are major Port of San Francisco operations. The character of the waterfront in this area is undergoing a substantial transformation, as Crane Cove Park will soon connect Dogpatch to the waterfront with a significant open space that provides water access for kayaks and other small craft. See Figure 1.2.2 for a map of current use districts that surround the site.

Another significant aspect of the site's context is the development of Pier 70. The Pier 70 project, which reimagines 35 acres of land entrusted to the Port of San Francisco, lies immediately north of the Power Station and shares a boundary along the newly proposed Craig Lane. Pier 70 will contribute to the neighborhood a significant amount of housing and jobs within a grid of walkable blocks, as well as waterfront connections and open space. A cluster of historic buildings comprises a character-defining element of Pier 70; these include Building 12, which will be home to a market-hall of small-scale "makers" and artists. The diagram in Figure 1.2.3 shows the contextual relationship of the future build-out of the Power Station to the plans for Pier 70.

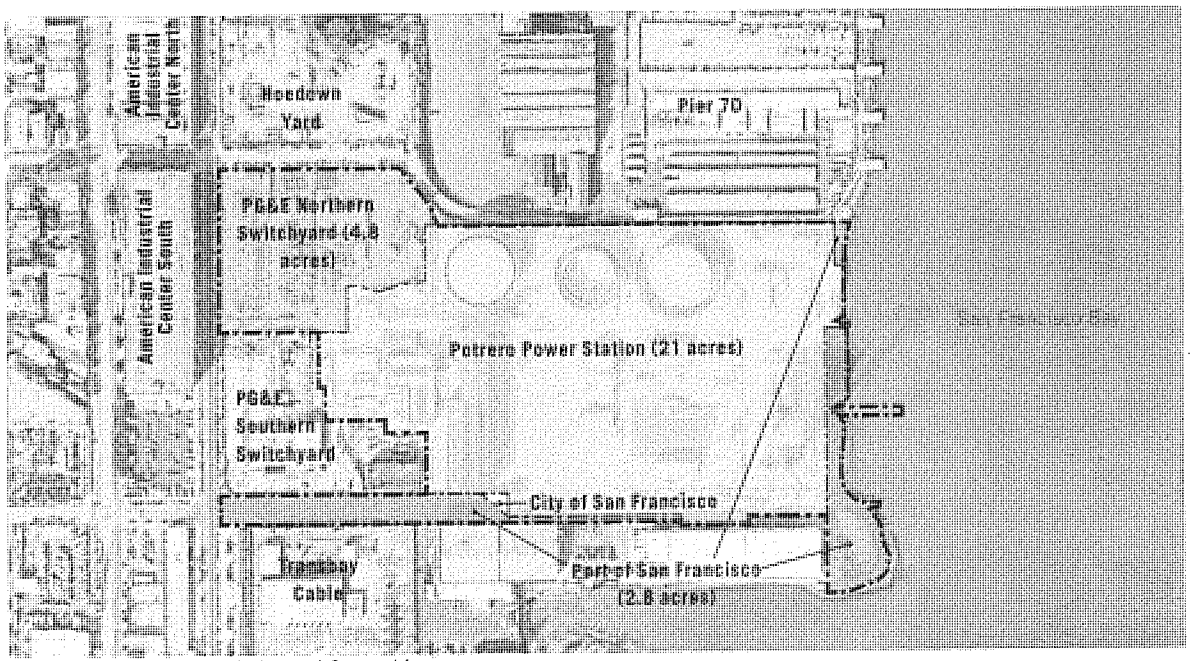


Figure 1.2.1 Site Boundaries and Ownership

The western end of the Power Station is characterized by two PG&E switchyards: the Northern Switchyard, which is within the project site's boundary, and the Southern Switchyard, which is not. To the south of the Southern Switchyard lies the Transbay Cable site. Through streetscape improvements that provide wide, welcoming sidewalks and parking-protected bicycle lanes, this D4D addresses the challenging arrival sequence posed by the Transbay Cable and PG&E Southern Switchyard sites.

The site itself comprises the properties of four different owners (see Figure 1.2.1). The 21-acre parcel that was the former Potrero Power Station is developer-owned; the 4.8-acre parcel currently used as a switchyard is owned by PG&E; sections of 23rd Street and the waterfront totaling 2.8 acres are entrusted to the Port of San Francisco, and are subject to the public trust doctrine; and a small triangle of land along 23rd Street is owned by the City of San Francisco (See Appendix E for the scenario without the PG&E Switchyards).

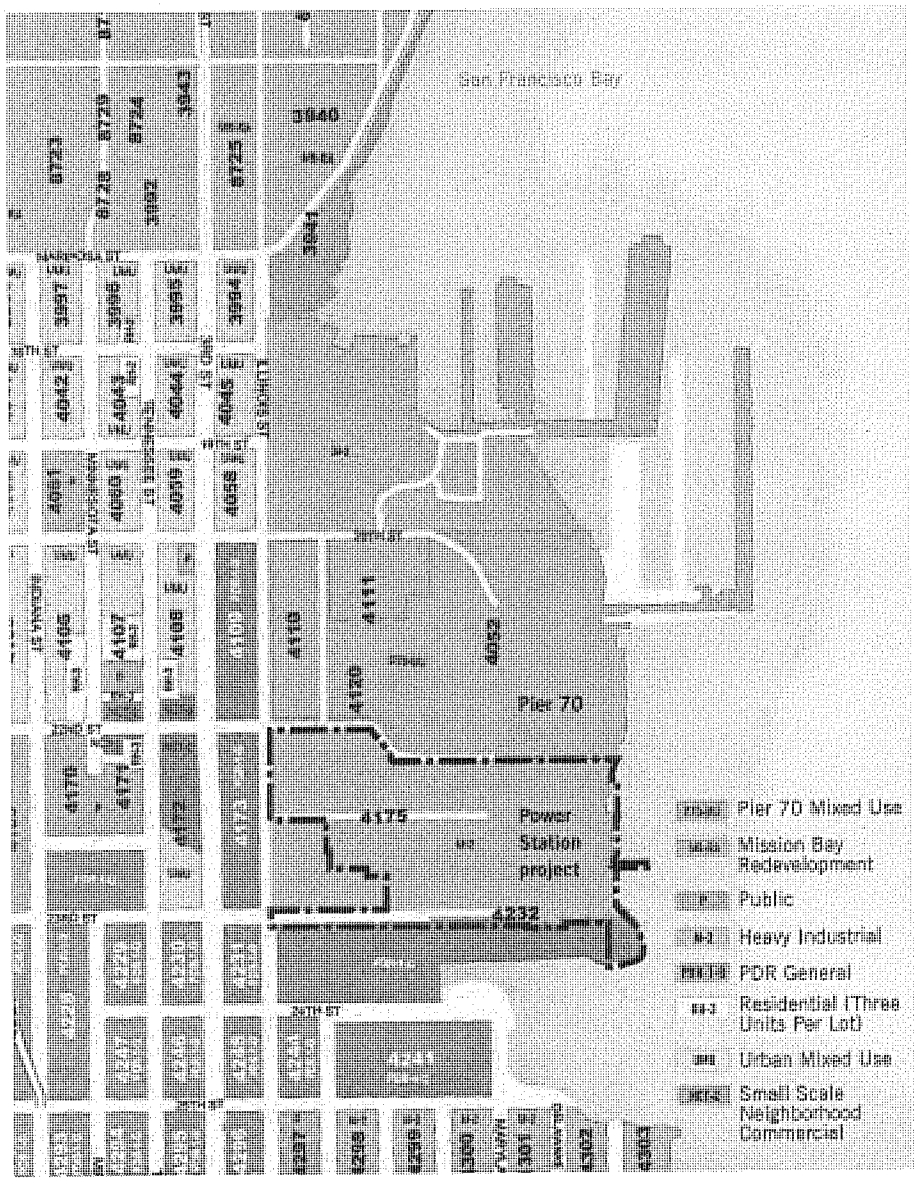


Figure 1.2.2 Current Surrounding Use Districts

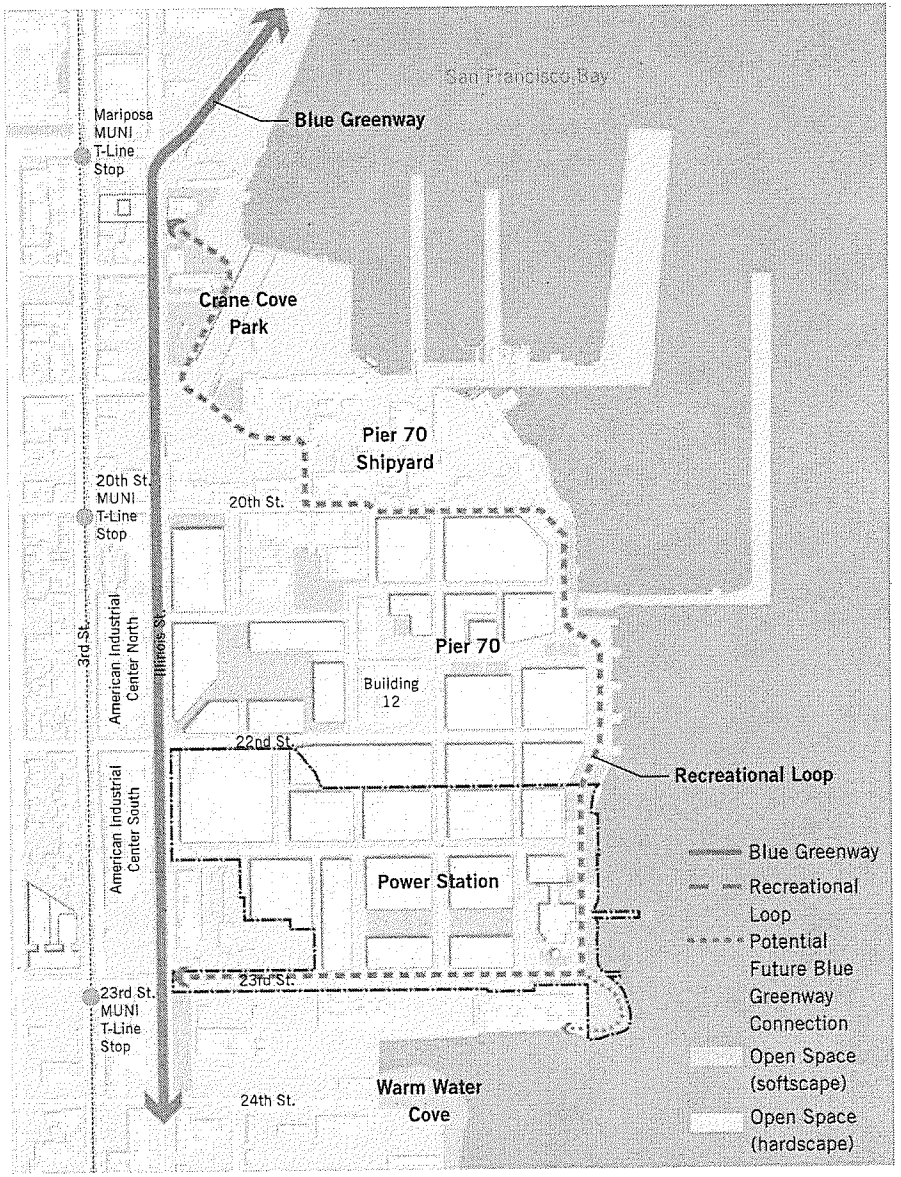


Figure 1.2.3 Future Open Space Network and Blue Greenway

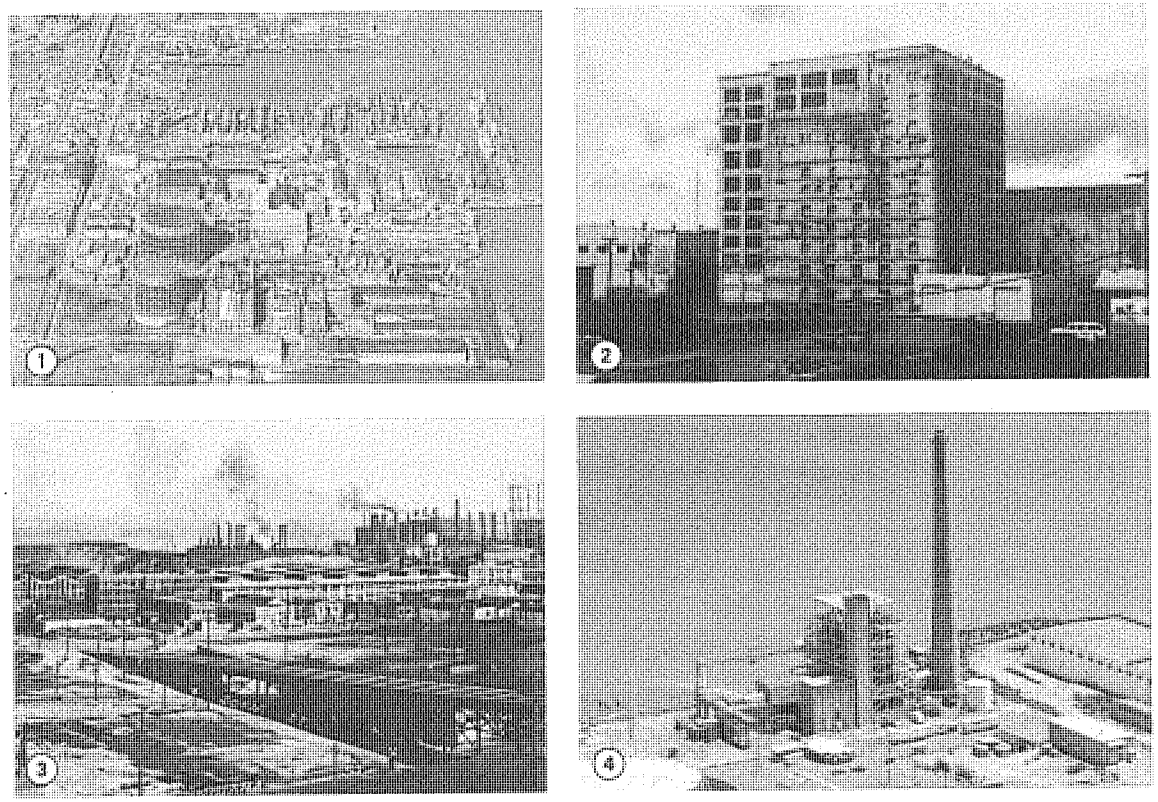
1.3 Site History

Unlike other portions of the Central Waterfront that are primarily filled-in marshlands, this site was historically a peninsula of land called Potrero Point. The high elevation and proximity to a deep-water port in the southern part of San Francisco made the site ideal for industrial uses. Many kinds of industry thrived here, including gunpowder and cordage manufacturing, iron smelting and rolling, and barrel-making.

In 1881, Claus Spreckels established his own refinery for sugar shipped here from Hawaii, taking advantage of the site's existing sugar warehouses, manufacturing infrastructure, and waterfront access. He built the site's first power plant, Station A, in 1901 to support sugar refinery operations; by 1905, it was producing the majority of San Francisco's power, and was acquired by PG&E. From historic photos, it is evident that this site was developed with density and height long before any of the other uses in the Central Waterfront came into being.

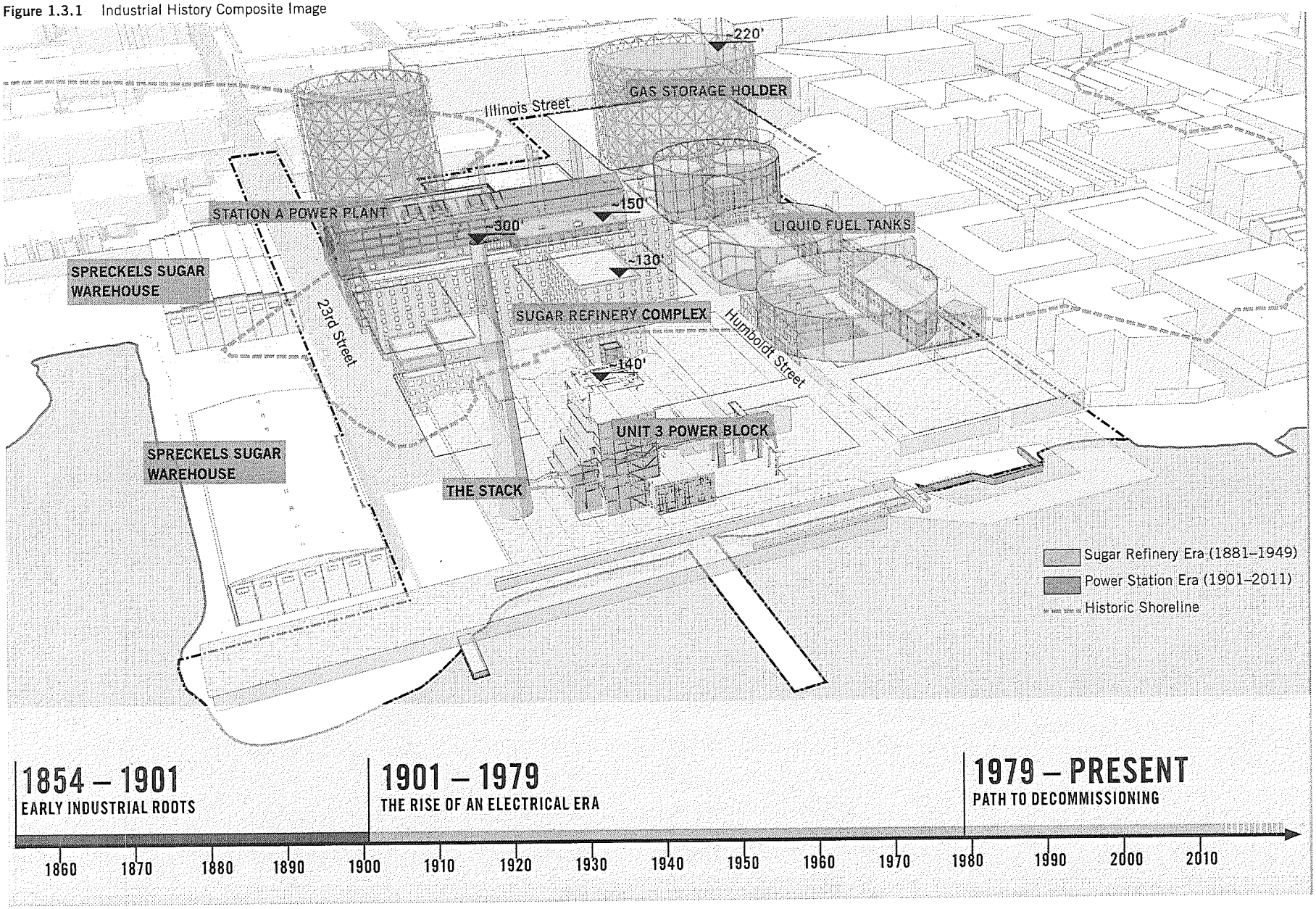
Station A was renovated in the 1930s and began using more natural gas than manufactured gas. In the 1960s, PG&E added the Unit 3 Power Generating Station ("Unit 3") to the site. Up until its closure in 2011, the Power Station site was responsible for generating approximately one third of San Francisco's power. Figure 1.3.1 shows a composite image of these various eras in the history of the Power Station site.

After more than a century of industrial use, the plant eventually outlived its practical utility, as the city moved toward more efficient and environmentally friendly technologies. Once critical to San Francisco's power network, the plant gave way to off-site power generation, allowing the facility to be decommissioned—and the city of San Francisco to embrace an exciting new chapter for this unique waterfront location.



1. 1929 aerial of site shows dense build-out before the development of the rest of Dogpatch.
2. A view of the 180-foot warehouse building, demolished in the 1980s, that existed adjacent to Station A.
3. 20th and Indiana streets, circa 1940. The American Industrial Center (North Building) stands between the viewer and the site.
4. 1964 photo of Unit 3 and the Stack, constructed by PG&E to provide power to much of San Francisco.

Figure 1.3.1 Industrial History Composite Image



1.4 Planning Context

Eastern Neighborhoods Plan (2009)

Based on more than a decade of community input and technical analysis, the *Eastern Neighborhoods Plan* calls for transitioning about half of the existing industrial areas in the plan area (see Figure 1.4.1) to mixed-use zones that encourage new housing. The remaining half would be reserved for Production, Distribution, and Repair (PDR) districts, where a wide variety of functions, such as Muni vehicle yards, caterers, and performance spaces can continue to thrive. The Power Station site was specifically called out for rezoning in the *Eastern Neighborhoods Plan*.

Central Waterfront Area Plan (2008)

In addition to the Eastern Neighborhoods-wide objectives outlined above, the following goals were developed over the course of many public workshops, specifically for the Central Waterfront:

- Encourage development that builds on the Central Waterfront's established character as a mixed-use, working neighborhood.
- Foster the Central Waterfront's role in San Francisco's economy by supporting existing and future PDR and maritime activities.
- Increase housing in the Central Waterfront without impinging on or creating conflicts with identified existing or planned areas of PDR activities.
- Establish a land use pattern that supports and encourages transit use, walking, and bicycling.
- Better integrate the Central Waterfront with the surrounding neighborhoods and improve its connections to Port land and the water's edge.
- Improve the public realm so that it better supports new development and the residential and working population of the neighborhood.

Better Streets Plan (2010)

The *Better Streets Plan* was adopted in 2010 to support the City's goals to create complete streets with enhanced streetscape and improved pedestrian and bicycle facilities. It classifies public streets and rights-of-way and creates a unified set of standards, guidelines, and implementation strategies that govern how the City designs, builds, and maintains its public streets and rights-of-way to achieve these goals. Major project concepts applicable to the *Better Streets Plan* include:

- Pedestrian safety and accessibility features, such as enhanced pedestrian crossings, corner or midblock curb extensions, pedestrian countdown and priority signals, and other traffic calming features.
- Universal pedestrian-oriented streetscape design with incorporation of street trees, sidewalk plantings, streetscape furnishing, street lighting, efficient utility location for unobstructed sidewalks, shared single surface for small streets/alleys, and sidewalk/median pocket parks.
- Integrated pedestrian/transit functions using bus bulb-outs and boarding islands (bus stops located in medians within the street).

Pier 70 Special Use District (Pier 70 SUD) (2018)

To the immediate north of the site is Pier 70, described by the Pier 70 Special Use District (the "Pier 70 SUD"), which was adopted in 2018. See *Planning Code Section 249.79*. The site is roughly 35 acres, approximately nine acres of which will be open space. The plan anticipates between 1,645 and 3,025 units of housing, and between 1.1 and 2.2 million square feet of commercial development. Design standards and guidelines governing the development of Pier 70 are contained in the Pier 70 SUD Design for Development document.

Bay Conservation and Development Commission (BCDC)

BCDC has jurisdiction over the portion of the project site located within 100 feet inland of the mean high tide line (see Figure 1.4.2). The proposed project would require BCDC approval of activities within this area. Because only recreational use, hotel, open space, and public access are proposed for the portions of the project site within the shoreline band, the project will not conflict with the *Bay Plan* or BCDC regulations. However, BCDC will make the final determination of consistency with *Bay Plan* policies for the portions of the project site that are within its permit jurisdiction.

Public Trust Doctrine

The public trust doctrine is the principle that certain natural and cultural resources (especially waterways) are the collective property of the public, and that the government owns and must protect and maintain these resources for the public's use. California's State Lands Commission governs the doctrine's application in the State, managing 4 million acres of tide and submerged lands and the beds of navigable rivers, streams, lakes, bays, estuaries, inlets, and straits. The public trust doctrine ensures that land that adjoins the State of California's waterways, or is actually covered by those waters, be committed to maritime-oriented uses. Only those portions of the site that are Port property are subject to the public trust doctrine.

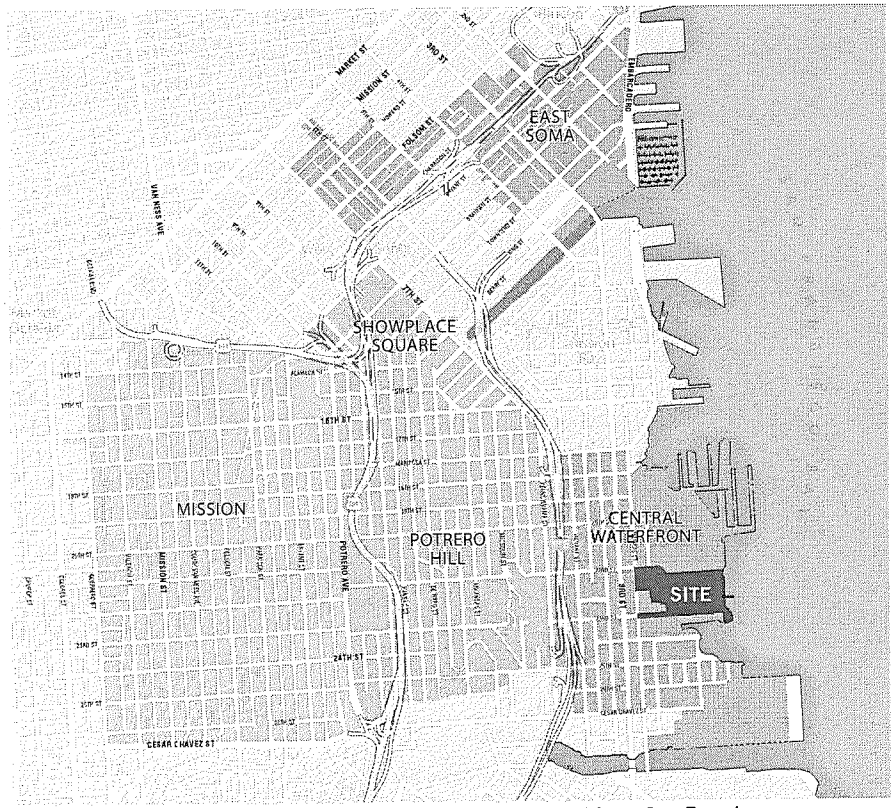


Figure 1.4.1 Eastern Neighborhoods Plan Area (image adapted from *San Francisco Eastern Neighborhoods Plan*, 2009)

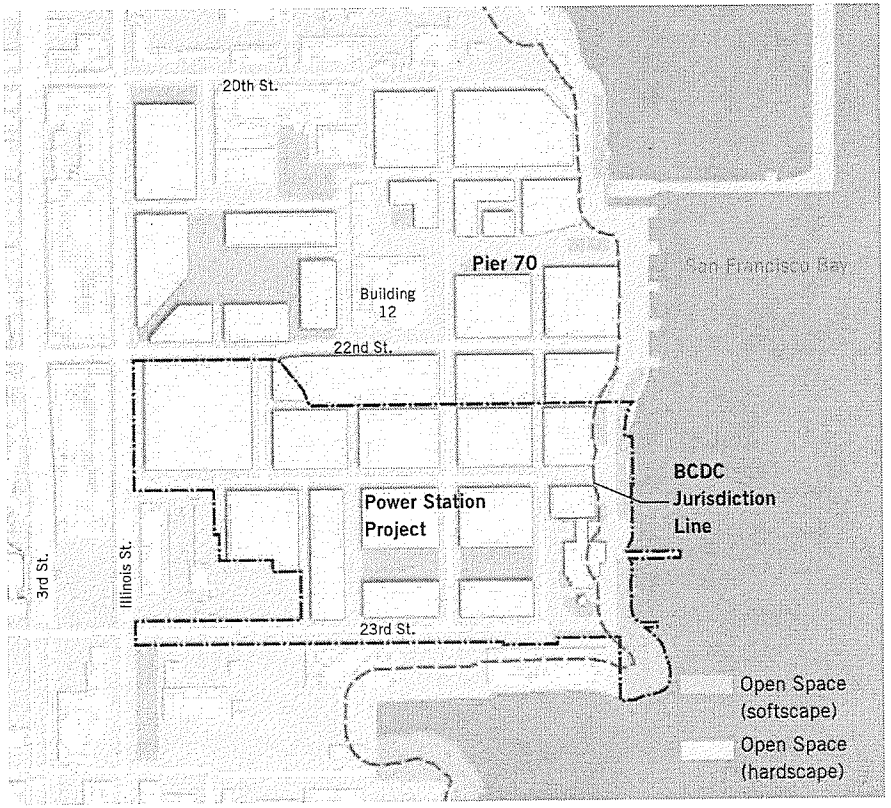


Figure 1.4.2 BCDC Jurisdiction Line

Third Street Industrial District

The site lies within the Third Street Industrial District (see Figure 1.4.3), and is a sub-district of the Central Waterfront Historic District (also known as the Potrero Point Historic District). The Third Street Industrial District is an historic district initially identified in the 2001 *Central Waterfront Historic Resources Survey Summary Report*, and in 2008 was fully documented by Kelley & VerPlanck and Page & Turnbull. The district is eligible for listing in the California Register. The boundary of the Third Street Industrial District extends west from the project site along 23rd Street, and runs north along Third and Illinois streets, roughly between 18th and 24th streets. The original period of significance of the Third Street Industrial District was 1872 to 1958. The Historic Resource Evaluation for the Power Station project extended the period of significance to 1965. The Historic Resource Evaluation Response noted that 1965 was "the start of the decline in manufacturing and industry in the area and therefore marks another potential date for the district's period of significance." The change in end-date resulted in the addition of two contributing buildings to the district that were not previously evaluated: Unit 3 and the Boiler Stack, both constructed in 1965.

Some of the character-defining features of the Third Street Industrial District are a high concentration of manufacturing, repair, and processing plants; warehouses of industrial character; long-present industries dependent on the nearby waterfront and the freight-hauling Santa Fe Railroad trains that ran along Illinois Street; and buildings with the following typical features: brick and concrete construction, one to four stories in height, flat roofs, ornamented parapets, steel-sash and wood-sash windows, rectilinear and arched window openings, and/or American Commercial style. Figure 1.4.3 shows the location of the Third Street Industrial District and the buildings that are contributors of significance to the district's historic resources, including contributors on the project site.

Third Street Industrial District compatibility controls have been developed and are included in this D4D to ensure that the Power Station project's buildings, streetscapes, and relevant open spaces are consistent with the historic district. Such controls are indicated with a (D) icon.

Union Iron Works Historic District

The Union Iron Works (UIW) Historic District abuts the Third Street Industrial District along the northern boundary (Figure 1.4.3), and includes 66 acres of the 69-acre Pier 70 Area. It was listed in the National Register of Historic Places in 2014, as recommended in the Port Master Plan. The UIW Historic District consists of buildings, piers, slips, cranes, ship repair activities, and landscape and circulation elements that are associated with steel shipbuilding. The UIW Machine Shop, built in 1884, was the first to be built on-site during a period of industrial architecture ending with World War II.

San Francisco Bay Trail / Blue Greenway

The Blue Greenway, a project of the San Francisco Parks Alliance in collaboration with the City of San Francisco, is planned to improve the city's southerly portion of the 500-mile, nine-county regional Bay Trail, as well as the Bay Area Water Trail and associated waterfront open space system (see Figure 1.4.4). The San Francisco Bay Trail / Blue Greenway (referred to in this plan as "the Blue Greenway") will expand recreational and water-oriented activities and green corridors connected to surrounding neighborhoods. Public open spaces proposed at the Power Station project will be part of this network.

The main spine of the Blue Greenway adjacent to the project site runs down Illinois Street. The Pier 70 project adds a "recreational loop" from Illinois Street out to the waterfront, stopping at the northerly edge of the Power Station site. The Power Station project will continue this trail along the waterfront, creating pedestrian and bicycle connections to Illinois Street along 23rd Street, and terminating the recreational loop at the existing Blue Greenway. Additionally, the project makes possible the opportunity to extend the Blue Greenway along Warm Water Cove south of 23rd Street, allowing for a continuous waterfront trail. See Figure 1.4.4 for an illustration of the path of the Blue Greenway and its recreational loops.

Army Corps of Engineers

The project shoreline improvements Bay-ward of the high tide line are subject to the permitting jurisdiction of the U.S. Army Corps of Engineers.

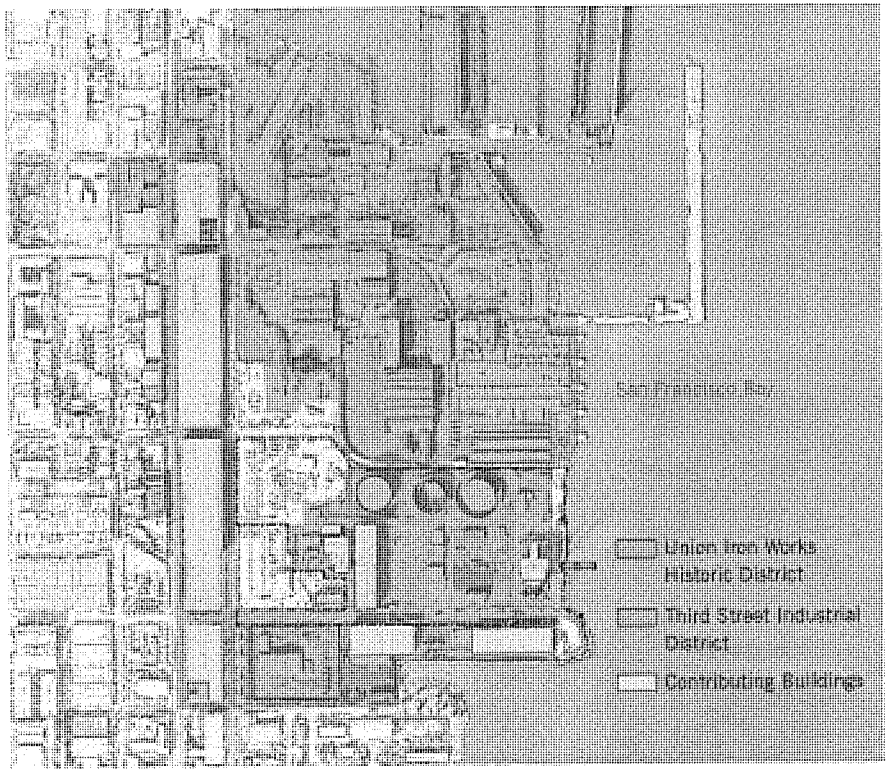


Figure 1.4.3 Third Street Industrial and Union Iron Works Historic Districts

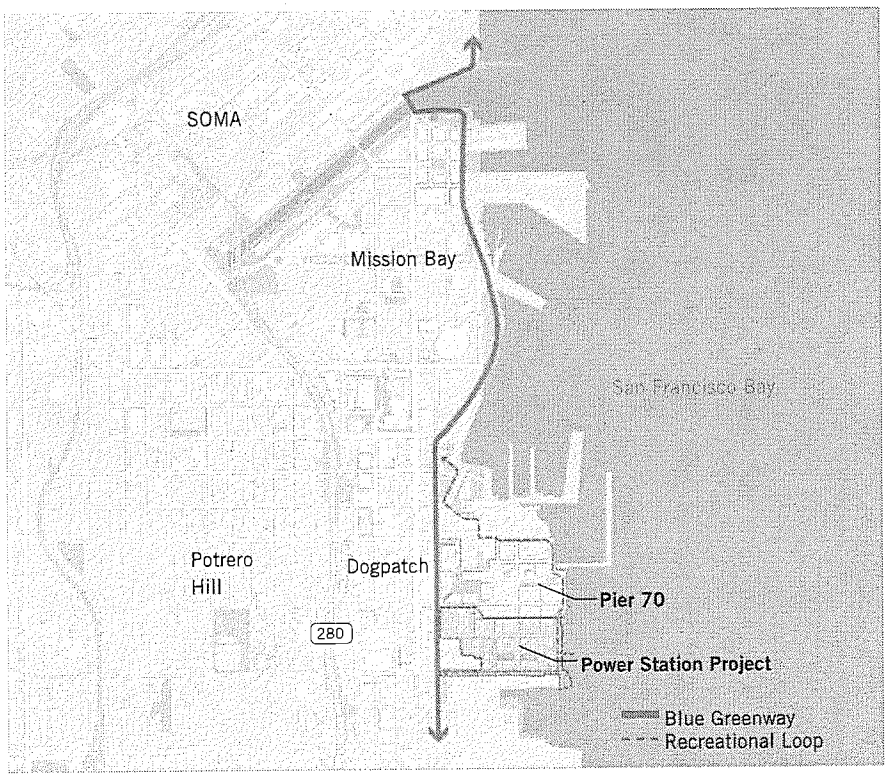
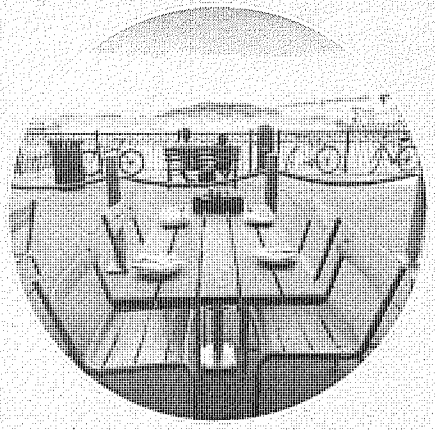


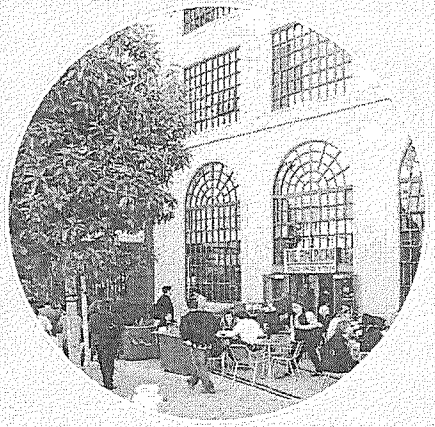
Figure 1.4.4 San Francisco Bay Trail / Blue Greenway (referred to in this D4D as "the Blue Greenway")

1.5 Project Principles

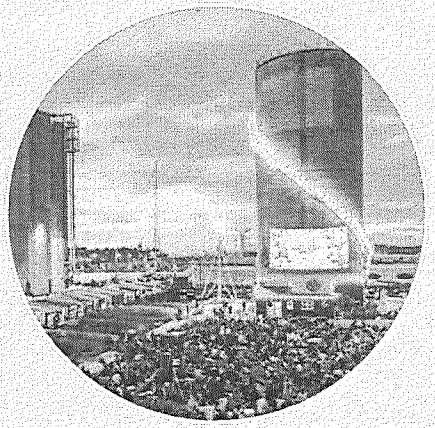
The Power Station project is a portion of the waterfront that has always serviced San Franciscans, but remained inaccessible to members of the public for more than 150 years. The following principles guide the site's reintegration into and restoration of the fabric of San Francisco, while celebrating the site's industrial past and providing much-needed uses to the city, such as open space and housing. Principles 1–7, relating to the physical development of the site, can be found embedded throughout the document. Since Principle 8 does not guide the project's design, it is not discussed further in this D4D. However, the principle is integral to the site's development and included below.



PRINCIPLE 1
Design a unique public waterfront that emphasizes and connects active uses.



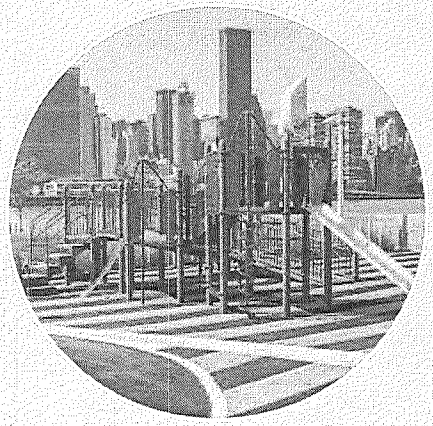
PRINCIPLE 2
Accommodate needed growth in the city while creating a diversity of uses that can support a lively, livable, and inclusive neighborhood.



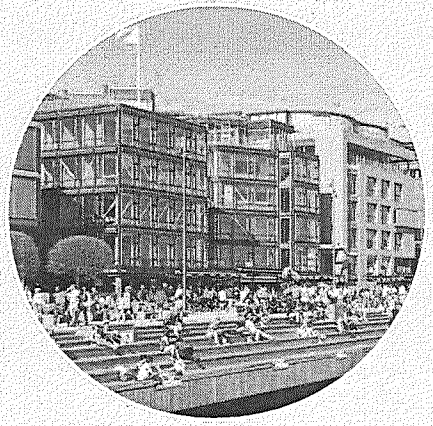
PRINCIPLE 3
Celebrate the site's rich industrial history.



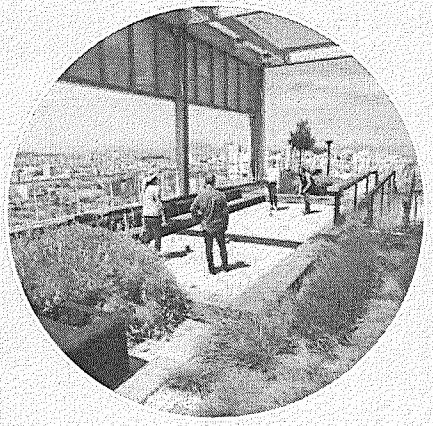
PRINCIPLE 4
Establish an accessible neighborhood that prioritizes walking, biking, and transit.



PRINCIPLE 5
Contribute well-designed parks and recreational facilities that will complement the existing neighborhood and citywide open space network.



PRINCIPLE 6
Design a neighborhood that is context-appropriate, diverse, and human-scaled.

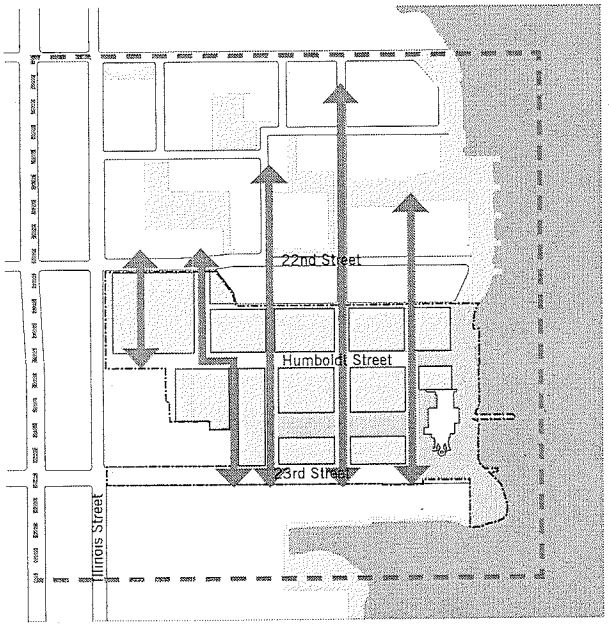


PRINCIPLE 7
Create a healthy, sustainable, and resilient neighborhood that fosters innovation and embraces wellness.



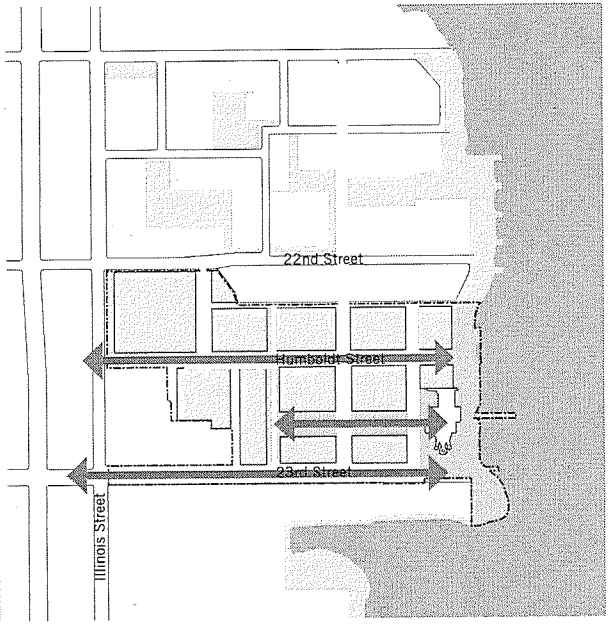
PRINCIPLE 8
Develop a financially feasible project that can deliver the benefits promised to the community and the city.

1.6 Design Framework



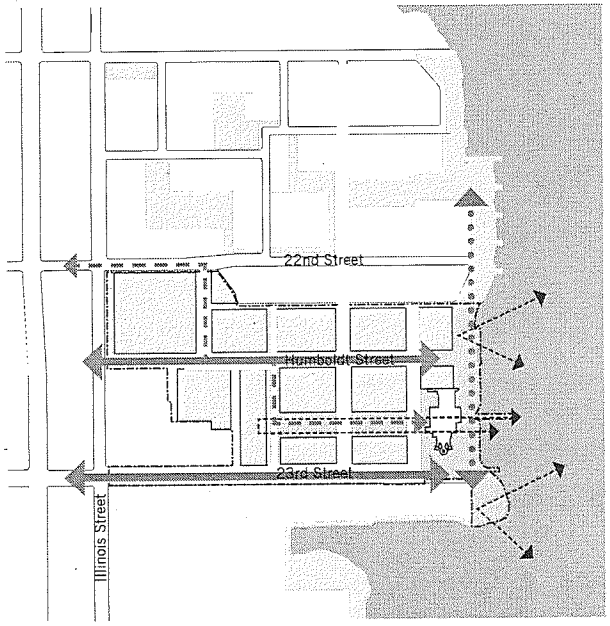
A Unified, Connected Neighborhood

A major consideration of the urban design framework is to maximize connectivity with the north-south linkages of Pier 70, creating a continuous, legible, single neighborhood.



Walkable, and Human Scale

The framework continues 23rd Street and Humboldt Street through the site, carrying these connections all the way to the waterfront. A third east-west connection formed by Power Station Park further reduces the scale of the blocks, providing for an inviting, walkable grid of streets and open spaces.



Unmistakably a Waterfront Place

The design framework prominently features the project's expansive waterfront access. All roads at the Power Station lead to the Bay. The street framework invites pedestrians and cyclists to access the Blue Greenway, and park viewsheds capture open views across the water to the hills beyond.

Land Use

The Power Station project's land use framework and SUD specify residential, commercial (office, laboratory, and life science), PDR, retail, hotel, and open space uses.

The framework calls for a variety of housing types, including affordable housing, to create a diverse and family-friendly neighborhood.

A variety of neighborhood-serving retail, services, and amenities are provided within convenient walking distance of housing and commercial uses on the site.

The land use framework balances and distributes the various uses so that they work together to create a complete, round-the-clock neighborhood. Figure 1.6.1 illustrates the project's approach to the distribution of land uses. The land use framework is based on Principles 2, 4, and 6.

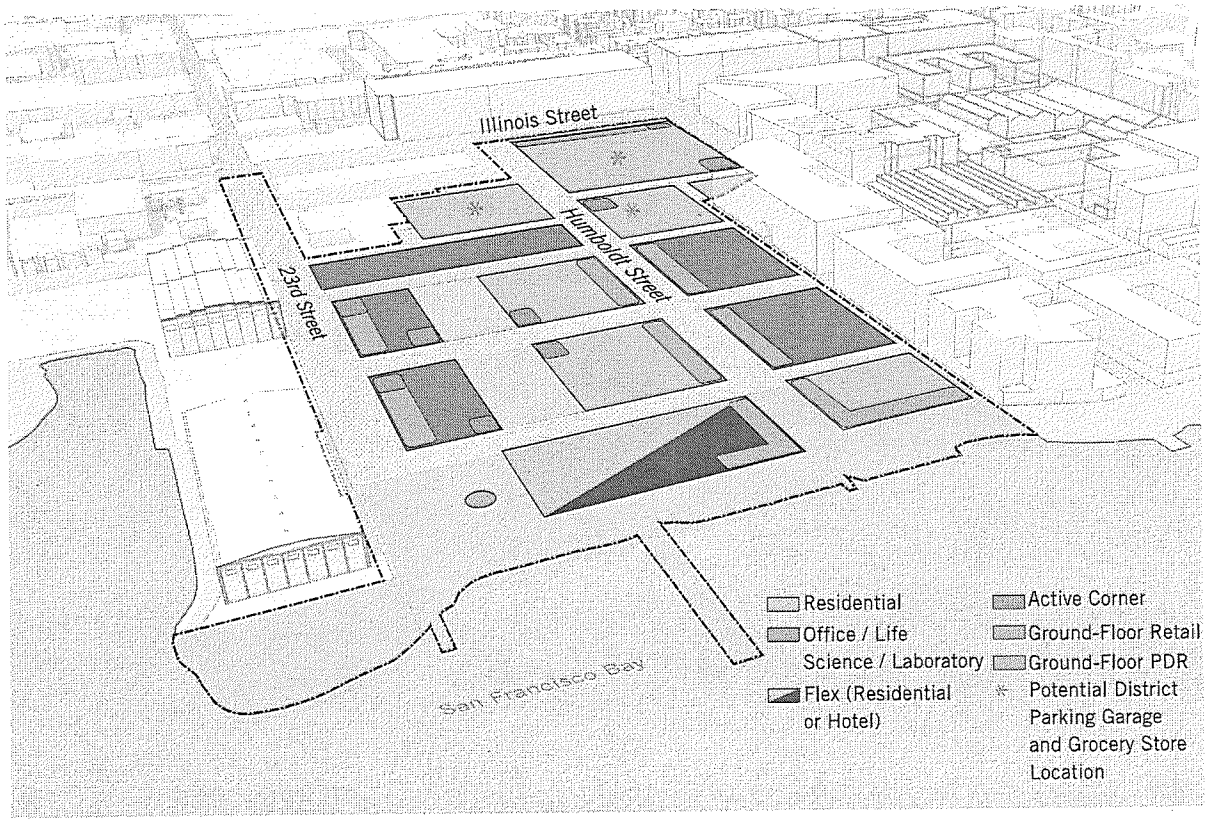


Figure 1.6.1 Land Use Framework

Waterfront and Open Spaces

The Power Station project will join a connected network of waterfront parks and open spaces that includes Crane Cove Park, Warm Water Cove, the Blue Greenway, and those at Pier 70, opening this portion of the Central Waterfront to public access and enjoyment for the first time in 150 years.

The Power Station project's open space framework provides a variety of recreational uses on the Central Waterfront, including a rooftop soccer field, playgrounds, and other amenities that support active recreation and wellness. Parks are programmed with all potential users in mind, accommodating a variety of abilities and interests. Figure 1.6.2 illustrates the series of open spaces throughout the site and how they connect.

The waterfront design is comprised of a series of active spaces, enlivened by the proposed hotel, restaurants, and other retail uses. A recreational dock may provide direct access to the water, while carefully designed moments along the Blue Greenway provide places to enjoy sweeping views of the Bay. The Point is envisioned as a quieter place for picnicking and adventure play, and the Blue Greenway reacreational loop provides a critical link along the waterfront for pedestrians, cyclists, visitors, and residents alike.

Power Station Park is intended to be a neighborhood gathering-place similar to South Park in SoMa, which balances the dynamism of flexible open spaces with the attraction of specific activities for all age groups (such as seating areas, play structures, etc.). Surrounding ground-floor uses are intended to activate these open spaces day and night, during the week, and on weekends. The open space framework is based on Principles 1, 5, and 7.

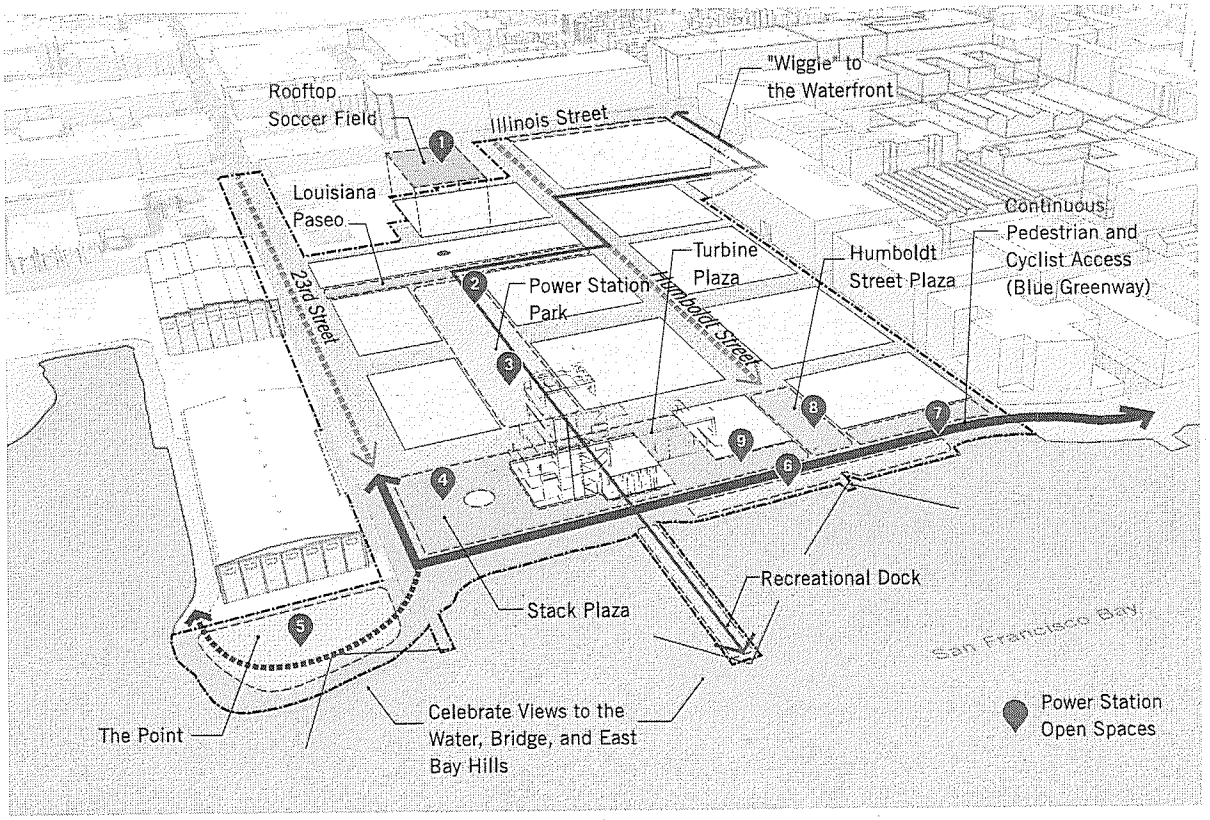


Figure 1.6.2 Open Space Framework

Images at right demonstrate the range of potential recreational and active uses corresponding to the numbered open space areas in Figure 1.6.2, including flex fields for soccer and yoga, formal play structures, adventure play spaces, social games, and adult fitness facilities.



Complete Streets

City policy calls for a shift to active modes of travel, such as walking, biking, and transit, which reduce congestion and emit fewer greenhouse gases. Additionally, San Franciscans increasingly demonstrate a preference for sustainable transportation modes, owning fewer cars and taking fewer car trips.

There are several existing plans that together will help to reduce automobile use at the Power Station. These include increased service and capacity on the Muni T-Line, a new bus line that will terminate at the site, faster and more frequent regional connections via Caltrain (due to electrification), and the expansion of Bay Area Bikeshare.

Streets at the Power Station project are networked and designed to enhance walking and bicycling connections to transit, the Blue Greenway, and adjacent neighborhoods in the city. In addition to being better for the environment, sustainable transportation choices support the health and wellness of future residents, workers, and visitors to the site. Figure 1.6.3 illustrates the transportation network for the Power Station project.

Streets and sidewalks are designed to be safe and enjoyable for users of all backgrounds, physical abilities, and mode choices. Street design will plan for and accommodate evolving transportation needs and technology, including a shift to shared modes such as ride-hailing services and public transit; increased passenger loading; and systems-based delivery of goods. The complete streets framework is based on Principles 4 and 7.

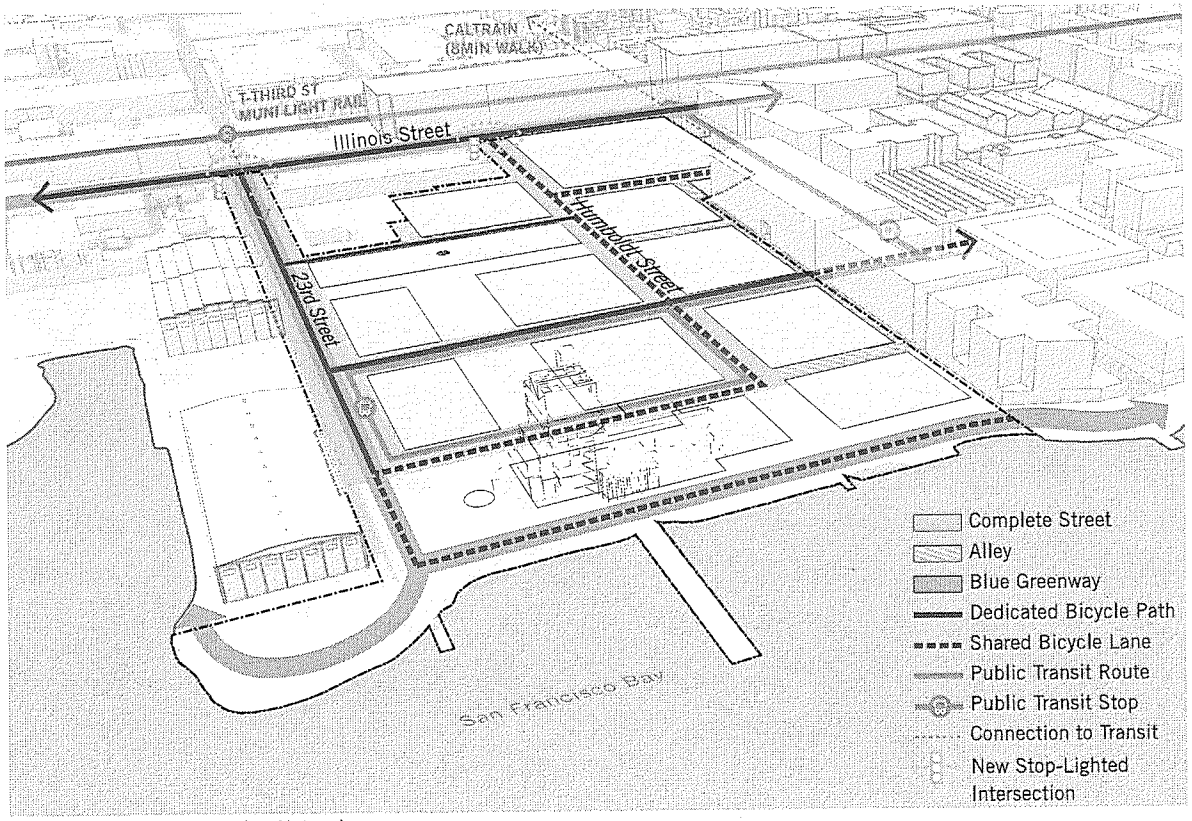


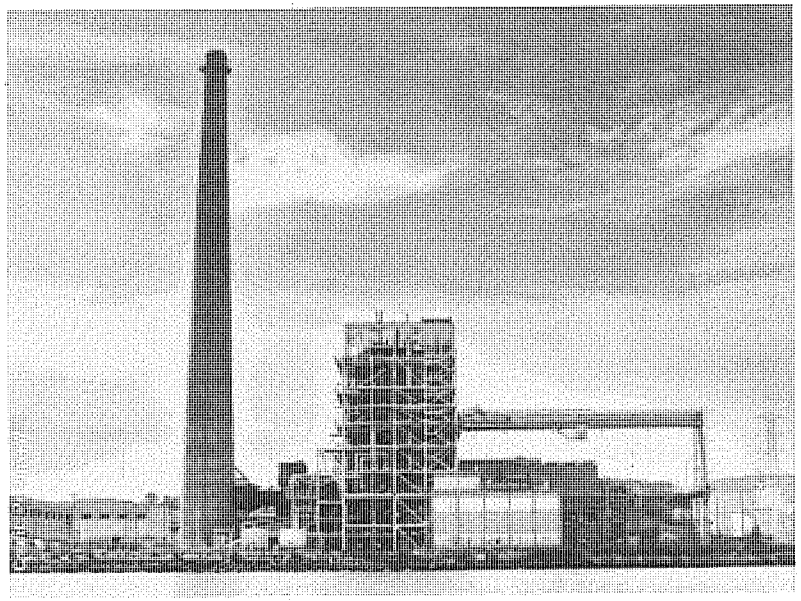
Figure 1.6.3 Transportation Network

Historic Character

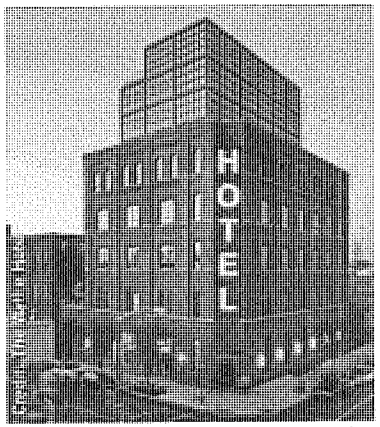
There are a few remnants of the site's prior use as a sugar refinery and as a power station that carry the historic character of the Power Station into the present. The Stack, arguably the most prominent visual icon of the Central Waterfront area, will be retained. Unit 3, the second most visually prominent structure on-site, may be retained and converted into a hotel, residential building, or combination of the two uses. Station A will be rehabilitated and repurposed as an office building. Other historic resources, such as the Compressor House, the Meter House, and the Gate House, are proposed to be demolished.

Adaptation of this site from a polluting power plant into a healthy, sustainable neighborhood also serves as an important opportunity to shape a resilient future for the site with thoughtful, forward-thinking, and integrated design. A robust interpretive program is established in this D4D to communicate the unique industrial history of the project site and its role in the Dogpatch neighborhood. The program calls for the permanent display of interpretive materials in open spaces and on buildings throughout the site (refer to Section 2: Interpretive Vision). Where historic resources such as the Stack, Station A, and potentially Unit 3 are adaptively reused, those buildings/locations will incorporate site-interpretive elements as a way to share the stories of the site's industrial past.

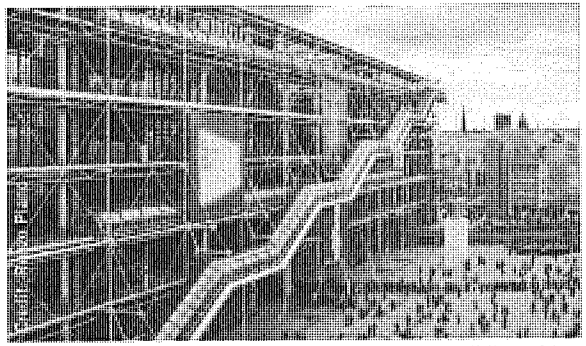
Third Street Industrial District design controls are embedded in the Open Space, Streets, and Buildings Sections of this D4D. The historic character framework is based on Principle 3 and ensures that new construction is compatible with the historic district within which the project site is located.



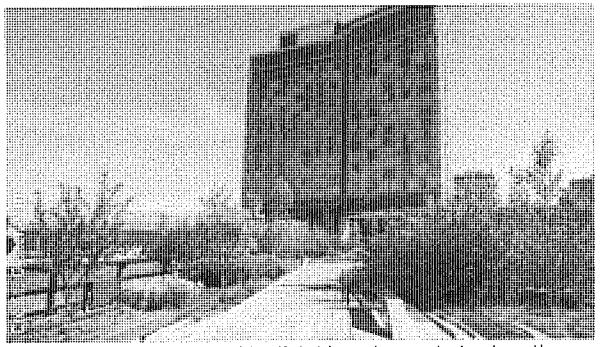
A view of Unit 3 and the Stack from the Bay.



A historic building adapted into a hotel.



The Pompidou Center in Paris is an example of a building with an external structure, as Unit 3 would have if developed into a hotel. The visibility of the structure on the outside of the building offers a unique architectural opportunity.



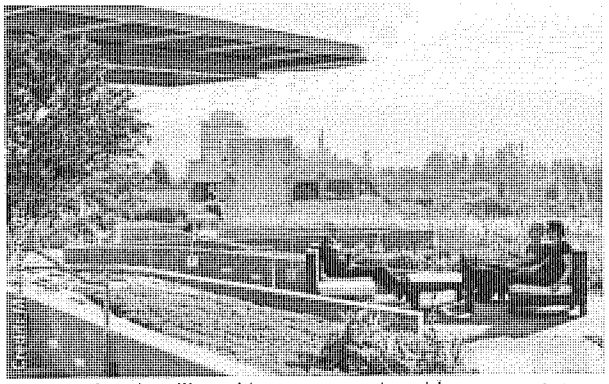
The Standard, on New York's High Line, demonstrates how the identity of a hotel can be tightly linked to adjacent open spaces, as Unit 3 will be with the waterfront at the Power Station project.

Sustainability, Resilience, and Wellness

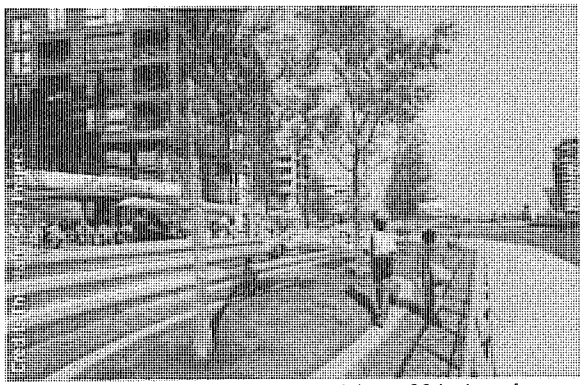
Consistent with Principle 7, redevelopment of the Power Station aims to create a healthy, sustainable, and resilient neighborhood that fosters innovation and embraces wellness. The project endeavors to create a low-carbon community in response to the site's past use as a power plant and in support of San Francisco's ambitious Climate Action Strategy. The project aims to reduce Greenhouse Gas (GHG) emissions in ways that also improve air quality, contribute to water conservation, and support human health and wellness. The project is intended to be a leading example of a sustainable and resilient community and the site's interpretive program serves as an opportunity to highlight and enhance public understanding of the strategies that contribute to these goals.

Transportation planning on the site is intended to reduce single-occupancy vehicle use and vehicle miles traveled (VMT), improving air quality by reducing greenhouse gas emissions from cars. New infrastructure will take advantage of the mix of uses on site, allowing buildings to work together to save water and energy—critical, as buildings account for a large portion of greenhouse gas emissions.

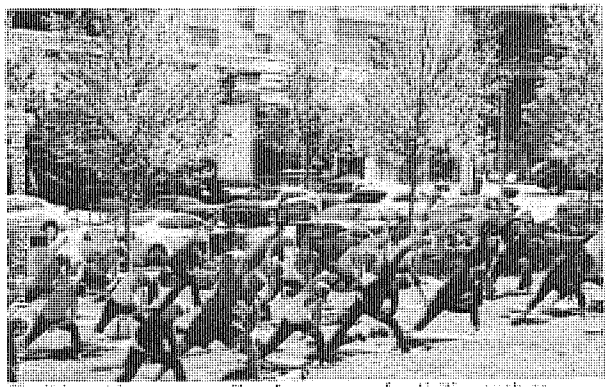
The open space strategy restores waterfront access and vegetation to the site, improving biodiversity and encouraging healthier ecosystems, using landscape to manage stormwater, further improving local air quality, contributing to meaningful carbon sequestration, and providing spaces for active outdoor use. As a response to climate change, the site's future elevations along the shoreline anticipate and accommodate sea level rise and storm surge into the year 2100.



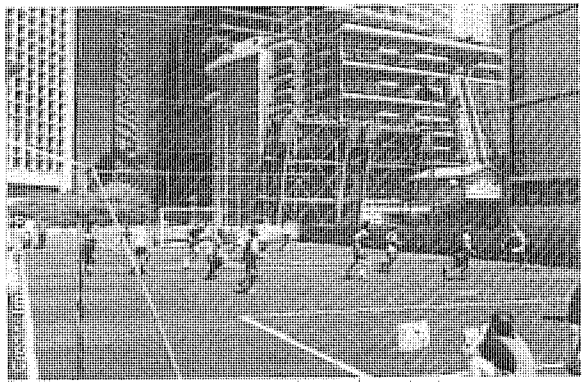
Green roof decks will provide easy access to outdoor green space.



The waterfront will be designed to anticipate 66 inches of sea level rise (the current projection for the year 2100.)



Flexible outdoor spaces allow for a range of activities such as yoga and other forms of fitness.



The rooftop soccer field will provide an important recreational amenity for the entire Central Waterfront.

Fostering wellness is central to the site design, which encourages walking and cycling, and provides site-wide recreational amenities such as flexible lawns, play areas, and the rooftop soccer field. Inside the buildings, multiple sets of controls promote wellness, from the selection of healthy building materials to the provision of building amenities that support physical activity, respite, recreation, and community gathering.

Urban Form and Architecture

The Central Waterfront is made up of different neighborhoods that together form a distinct, eclectic district. A diverse mix of buildings characterizes the area, including large-scale warehouses that occupy an entire block, small Victorian flats, mid-rise multi-family buildings, and large-floorplate office buildings. Visual connections to most of the site are limited by the presence of the switchyards and the American Industrial Center buildings.

To promote Principle 6, the Power Station design establishes a pattern of streets and blocks that is walkable and appropriate to its context, and relates and connects to the existing and future neighborhood. The ground floors of buildings will be programmed and designed to enliven and activate the public realm and emphasize a human scale.

Building envelopes have been set to allow sunlight to reach parks and streets, reduce wind impacts, and step down toward the water's edge. The massing for the site will allow for a diversity of building heights and types, including low- and mid-rise buildings. A cluster of mid and high-rise buildings along Humboldt Street will rise to create a counterpoint to the iconic Stack as indication that there is life and activity beyond the switchyards.

As illustrated in Figure 1.6.4, most buildings will make up a general urban fabric, with a streetwall height that provides enough continuity to frame the streets, but allows for a variety of heights and modulation ("fabric buildings"). A few select buildings will stand out: Station A, the Unit 3 hotel (if retained) and the Stack, as well as the 240-foot tower (Block 7), frontages

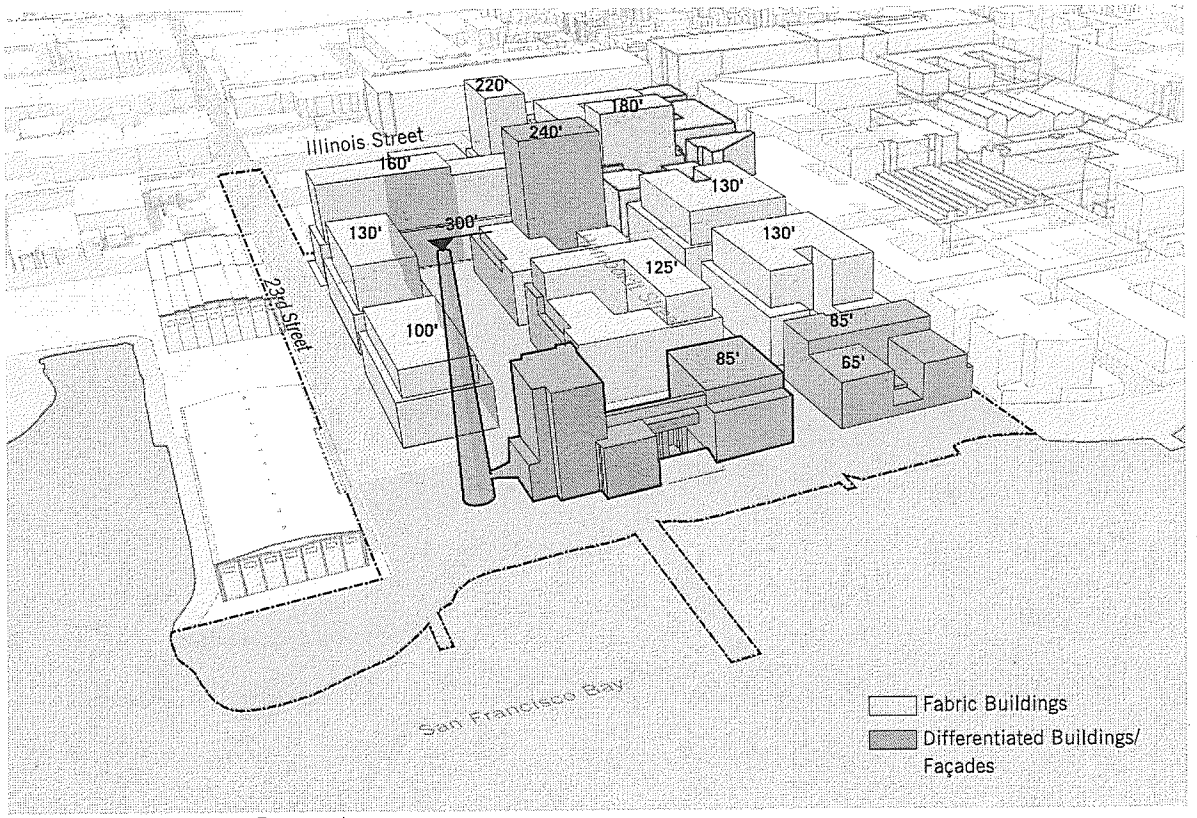


Figure 1.6.4 Urban Form Framework

facing Power Station Park, and Block 4 on the waterfront ("differentiated buildings"). These differentiated buildings all offer opportunities to deploy iconic architecture that contributes to a unique site identity and sense of arrival at a special place.



Images above capture the aspirations for the architecture at the Power Station: gridded buildings with structure-and-fill-type construction, solid streetwalls, and potential for more transparency above; a ground floor that is designed to enliven and activate the adjacent pedestrian realm; and high-quality materials that contribute a tactile aspect to the pedestrian experience.

Section 2

TELLING OUR STORY: INTERPRETIVE VISION

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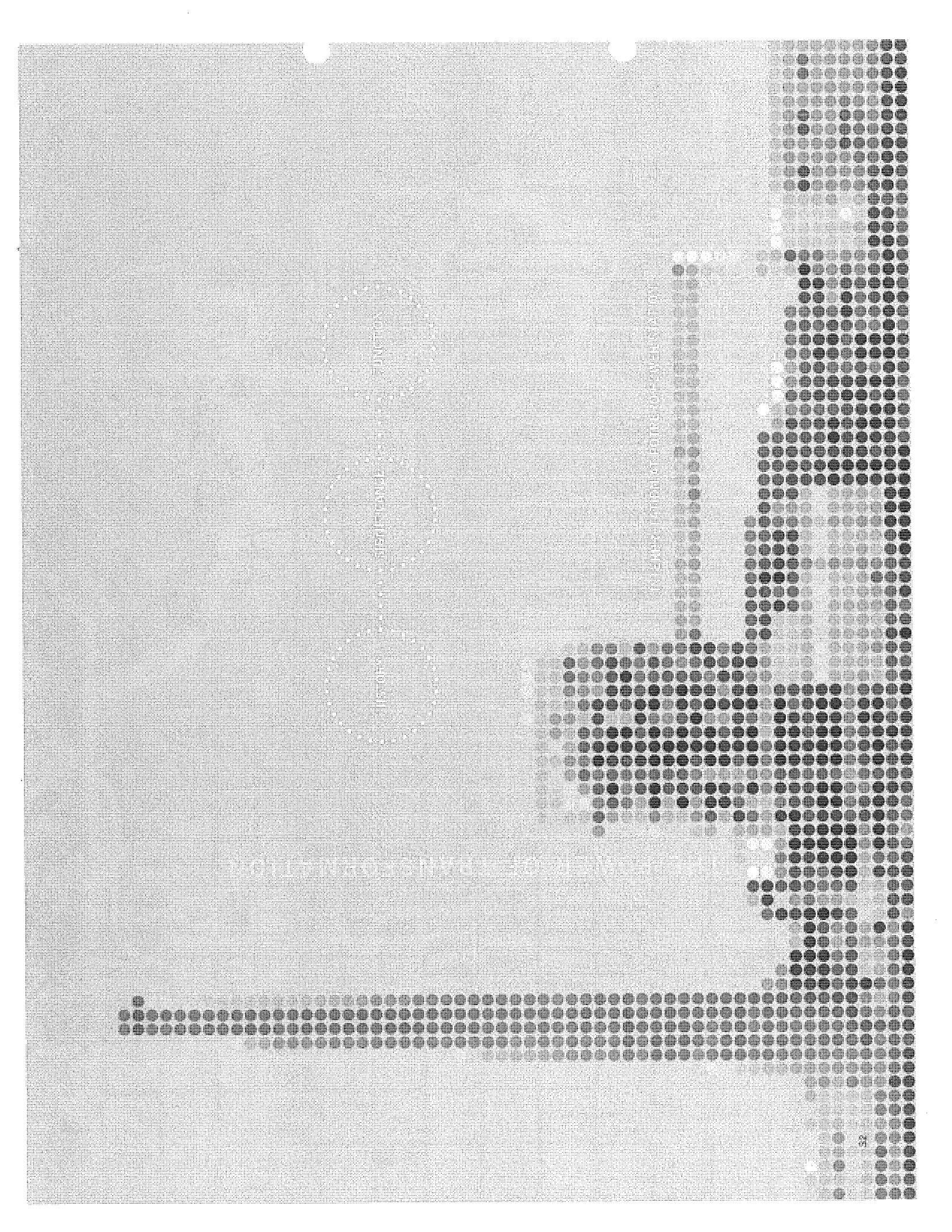


Interpretive Vision

The Power Station will celebrate its rich industrial history, bridging its past with contemporary stories of its continued transformation. A program of coordinated interpretive exhibits will be integrated throughout public areas and open spaces to promote an understanding of the site's history, significance, and function.

The Interpretive Mission Statement above shall guide all interpretive endeavors for the Power Station.

This Interpretive Vision chapter of the D4D details important stories relevant to the further development of the site. It provides the framework for a site-wide interpretive masterplan required as part of Mitigation Measure M-CR-5c. This framework was developed in coordination with the Project Sponsor and the Planning Department, and serves as the guiding vision for the interpretive masterplan. The interpretive strategies as identified within this chapter are consistent with the remainder of the D4D and will be coordinated with the designs and designers of public areas and open spaces. The hierarchy, location, and expression of these interpretive experiences will be further refined during the project's implementation.

This section provides a framework for a site-wide interpretive masterplan required as part of Mitigation Measure M-CR-5c of the *Potrero Power Station Mixed-Use Development Project Environmental Impact Report* ("EIR"). This framework was developed in coordination with the Project Sponsor and the Planning Department, and serves as the guiding vision for the interpretive masterplan.

Measure M-CR-5c is included here for reference:*

Prior to any demolition or rehabilitation activities that would remove character-defining features of an individual historical resource or contributor to a historic district on the project site, the Project Sponsor shall consult with planning department preservation staff as to whether any such features may be salvaged, in whole or in part, during demolition/alteration. The Project Sponsor shall make a good faith effort to salvage materials of historical interest to be utilized as part of the interpretative program. This could include reuse of the Gate House or a portion of the Unit 3 Power Block. Following any demolition or rehabilitation activities within the project site, the Project Sponsor shall provide within publicly accessible areas of the project site a permanent display(s) of interpretive materials concerning the history and architectural features of the individual historical resources and Third Street Industrial District. The content of the interpretive display(s) shall be coordinated and consistent with the site-wide interpretive plan prepared in coordination with planning department preservation staff, and may include the display of salvaged features recovered through the process described above.

The specific location, media, and other characteristics of such interpretive display(s) shall be presented to planning department preservation staff for review prior to any demolition or removal activities. The historic interpretation plan shall be prepared in coordination with an architectural historian or historian who meets the Secretary of the Interior's Professional Qualification

Standards and an exhibit designer or landscape architect with historical interpretation design experience.

Interpretive display(s) shall document both the Third Street Industrial District and individually eligible resources to be demolished or rehabilitated. The interpretative program should also coordinate with other interpretative displays currently proposed along the Bay, specifically at Pier 70, those along the Blue Greenway, and others in the general vicinity. The interpretative plan should contribute to digital platforms that are publicly accessible.

A proposal describing the general parameters of the interpretive program shall be approved by planning department preservation staff prior to issuance of a site permit. The substance, media, and other elements of such interpretive display shall be approved by planning department preservation staff prior to issuance of a Temporary Certificate of Occupancy.

* In the event of inconsistencies or conflicts between the M-CR-5(c) language included in this section and the final Power Station EIR, the EIR shall control.

2.1 Experiential Goals

The following tenets are a culmination and distillation of local government agency and project stakeholder guidance, along with interpretive best practices. They will guide the development of interpretive exhibits at the Power Station. See Figure 2.1.1.

Celebrate Transformation

The site has a rich industrial history, with each successive occupant 'standing on the shoulders' of its predecessors. The infrastructure of each occupying industry was repurposed and transformed to accommodate the next. Each occupant was tied to the waterfront, which also continually changed, based on the needs of the occupant. The Power Station will continue in this evolution to support the ever-changing needs of the community. The exhibits should highlight transformation as a 'metanarrative.'

Demonstrate Connections

The intent is to expose residents, visitors, and employees to the layered history of the site rather than depict the site's history in a linear fashion. Potrero Point has many independent stories, which paint a broader picture when combined. By bridging the past with the present within a geographical context, the exhibits at the Power Station should be designed to help visitors connect these individual stories into broader-reaching themes to fully realize the site's importance.

Create a Unique Identity

The industrial heritage along the Central Waterfront is evident across Potrero Point and many neighboring sites. Once these developments are complete, most visitors will perceive them as a continuous fabric of the city, yet each has a unique story to tell. For continuity, the exhibits at the Power Station should share some interpretive methodologies with neighboring sites, yet visitors shall be made aware of historical boundaries to create a unique identity and sense of place.

Reveal the Past

Continuous growth has yielded many changes to Potrero Point over time. With technological advances, the site infrastructure has evolved to support its inhabitants and will continue to do so. Even during its tenure as a functioning power station, many prominent structures were replaced by more relevant ones. Upon completion of the Power Station development, many of the site's past historic resources will not be physically available for storytelling. Where appropriate and feasible, these elements shall be revived in interpretive features like paving patterns, site markers, exhibit panels, repurposed artifacts and other artistic techniques intended to show what is no longer there. Additionally, any retained historic resources shall be interpreted within the exhibit program.

Echo the Diversity

A diverse array of visitor types will come to the Power Station—those with different interests, time constraints, learning styles, capabilities, ages, cultures, etc. The site will have a heterogeneous mix of offerings and experiences and the exhibit methodologies will be equally varied to provide interpretation for all of its users and visitors.

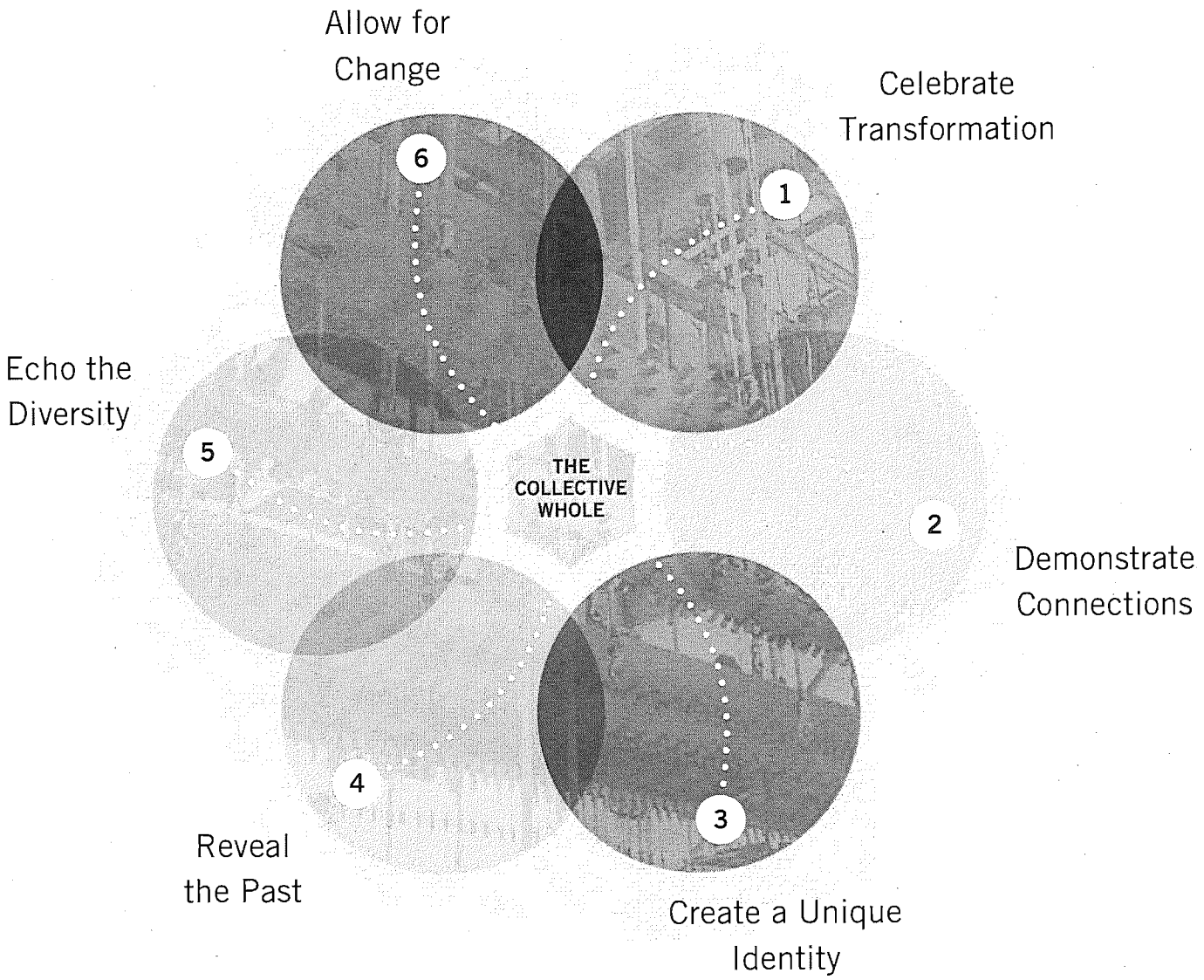
Allow for Change

The site has transformed throughout its history and is expected to continue evolving. Permanent interpretive features should have the capacity to be augmented with opportunities for further storytelling, adding points of view and even reinterpreting history if society's views change. The site will include multi-purpose programmable areas, which potentially allow an ongoing dialogue about its history, as well as facilitated interpretive events, such as changing exhibits or the display of archaeological features that may be uncovered during site excavation.

The Collective Whole

It is unlikely that each interpretive experience could individually satisfy all of these tenets. Interpretive designers should attempt to satisfy as many of these tenets as possible per experience and consider whether other goals have or will be met by other experiences.

Figure 2.1.1 Interpretive Experiential Goals



2.2 Visitor Flow and Interpretive Locations

At the Power Station, visitors will enter the site from different points, and come with unique destinations and interests. Controlling the sequence and depth of each visitor's interpretive experience is not possible. However, learning can be optimized by establishing a hierarchy of experiences designed to direct individuals from one destination to another.

Figure 2.2.1 demonstrates potential pedestrian paths of travel through the site. Though typical behavior might be from west to east along primary corridors, an indefinite number of visitor pathways may be assumed. Using an aleatoric approach, a random experience for organic discovery of stories is embraced, while providing structure in the hierarchy of experiences, painting stories across the site. Thus, interpretive exposure for the largest variety of visitor types is maximized, offering a unique and novel experience for each person.

This method of interpretive organization is referred to as "hub and spoke". A central hub of interpretive information provides an overview of all of the site's stories, as shown on Figure 2.2.2. It feeds (and conversely is fed by) interpretive features across the site. Such features may take the form of larger interpretive features or smaller "breadcrumbs" collected by wanderers.

The hub and spoke approach, along with a hierarchy of interpretive experiences, will also be employed at adjacent sites, including the Pier 70 project and Crane Cove Park. This continuity allows visitors across multiple sites to place individual site stories into a larger context to better appreciate the significance of the sites, individually and collectively.

CONSIDERATIONS

2.2.1 The Hub
Create a central interpretive hub to educate and inspire travel to alternate points on the site. This hub shall be placed in a prominent, open space area and shall give an interpretive overview of the site, as well as direct visitors to other locations to continue their interpretive journey.

2.2.2 Interpretive Hierarchy
At geographically-appropriate locations, employ a diverse range of interpretive features, organized into a hierarchy of experience types with varying depths, fed from and to the hub. This will allow learning experiences for all visitor types.

2.2.3 Visitor Paths
In the layout of interpretive experiences on site, embrace random paths of travel, yet provide a visible organization of stories. This will allow each visitor to have a novel experience and still find the information they may be seeking.

2.2.4 Collective Experience
Design individual elements to paint a larger interpretive picture by demonstrating connections to other interpretive elements on site. By providing these connections, visitors will better understand the context of a particular story within the site.

2.2.5 Connect to Adjacent Sites and Blue Greenway
Connect the Power Station interpretive stories to adjacent sites and the Blue Greenway through shared interpretive methodologies and content references that provide context between the sites.

2.2.6 Site Introduction
At each major point of site entry, consider the use of a site introduction. This will help delineate site boundaries to create a unique site identity. These elements should give a brief overview of the historical significance of the site and may be tied to other site identification and orientation information. At each minor point of entry, consider the use of a smaller site boundary marker to identify historical property lines.

2.2.7 Breadcrumbs
Consider the regular use of light interpretive elements—or "breadcrumbs"—across the site to help lead visitors from one experience to another. Increase the density along the "wiggle" pedestrian zone to help draw visitors to the waterfront.

2.2.8 The View
Though the tops of buildings are not typically considered part of the open space portions of the site, they represent a unique vantage point in which to see the extent of the site and understand what was once there, in addition to affording an opportunity to see the site within the context in which it resides. Architects should consider adding interpretive elements atop any buildings where the public may have access (especially the Rooftop Soccer Field and Unit 3).

2.2.9 Salvaged Architectural Elements
If the north façade of the Station A Machine Shop (Greek Revival Façade) and Gate House are preserved as salvaged elements, consider locating them as shown on Figure 2.2.2.

Figure 2.2.1 Interpretive Visitor Flow Diagram

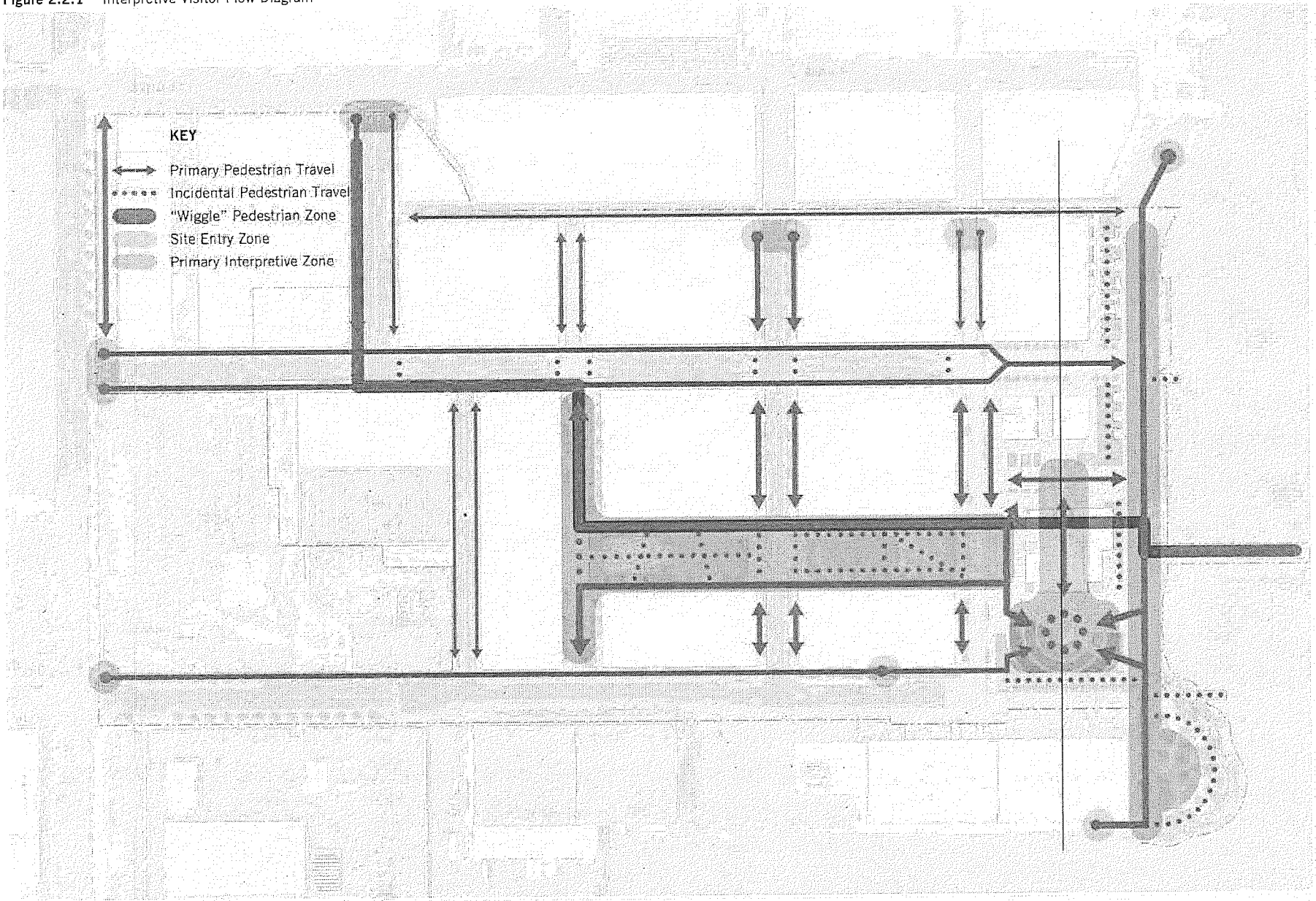
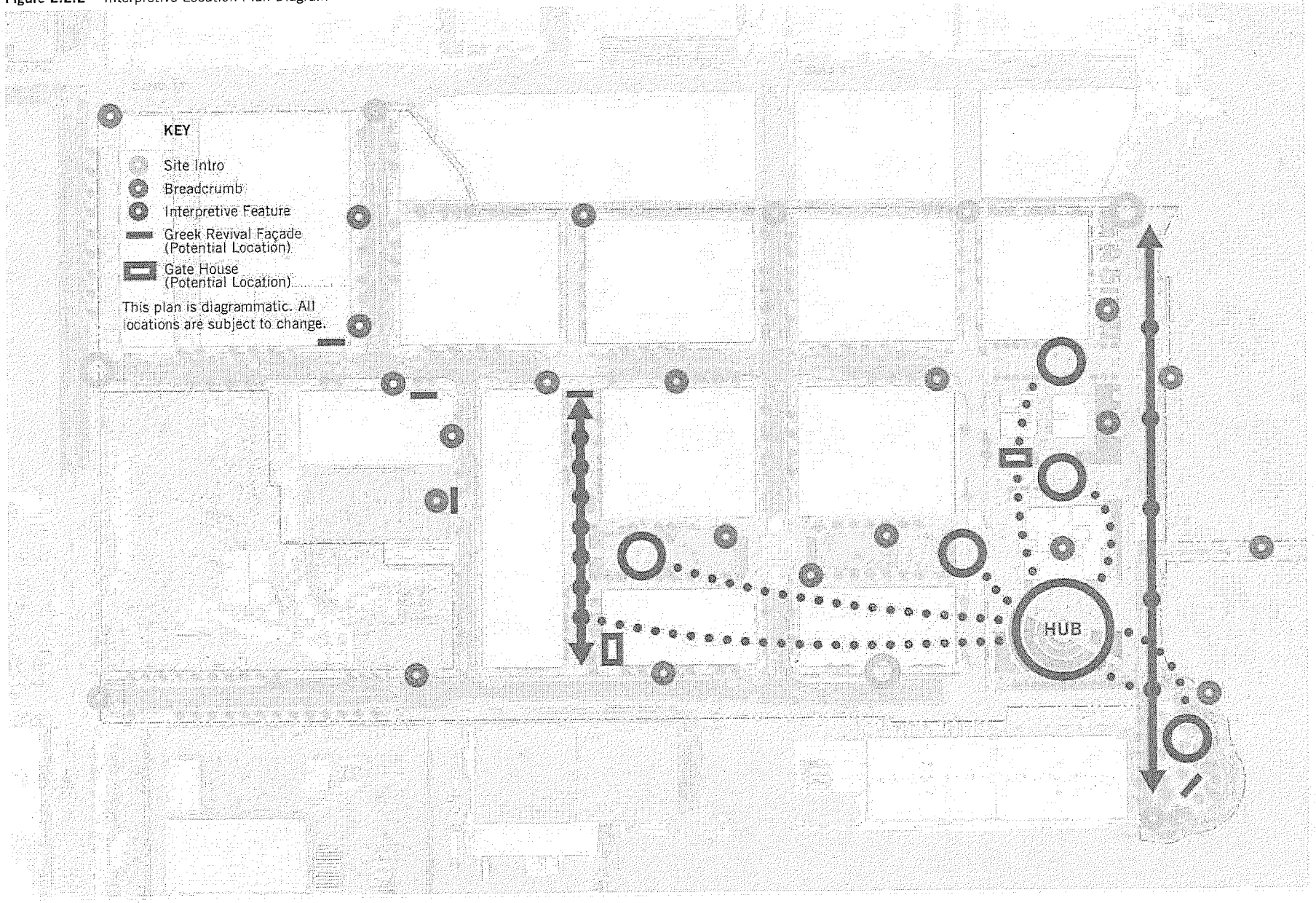


Figure 2.2.2 Interpretive Location Plan Diagram



2.3 Interpretive Production Techniques

GUIDELINES

2.3.1 Interpretive Production Techniques

Use constructed or existing site elements, if feasible, as interpretive infrastructure. This will not only produce a more integrated look, but can also reduce cost and structural interventions in a busy landscape. While each interpretive experience may employ a variety of methods to tell a story, the following family of techniques should be used when possible. See Figure 2.3.1 for precedent imagery of these techniques.

A) Etched Concrete
Text and/or diagrammatic (or halftone) images are etched into a horizontal or vertical cast concrete surface via a graphic film that is temporarily applied to the form in the casting production. When removed, this visually exposes the aggregate within the surrounding smooth finished surface wherever the graphic exists.

B) Sandblasted Surface
Text and/or diagrammatic images are sandblasted into hard surfaces (concrete, paving, boulders) via a frit masking process. This produces depth wherever the graphic occurs and may be used across a field of material or individually. This process is best-suited for irregular or already-set surfaces and may be dyed to produce additional contrast.

C) Laser-Etched Wood
Text and/or diagrammatic images are laser-etched into wood decking, benches, and other site wood surfaces (prior to delivery to the site), removing a small amount of material wherever the graphic occurs. The graphic contrast is enhanced by a slight burning of the wood. This may be used across a field of wood or individually.

D) Modified Metal
Text and/or diagrammatic images are incorporated into metal surfaces via a variety of techniques, including chemical etching, rust-resistant finishes, and screenprinting. Additionally, laser (or waterjet) cutting may be employed to shape and/or remove material.

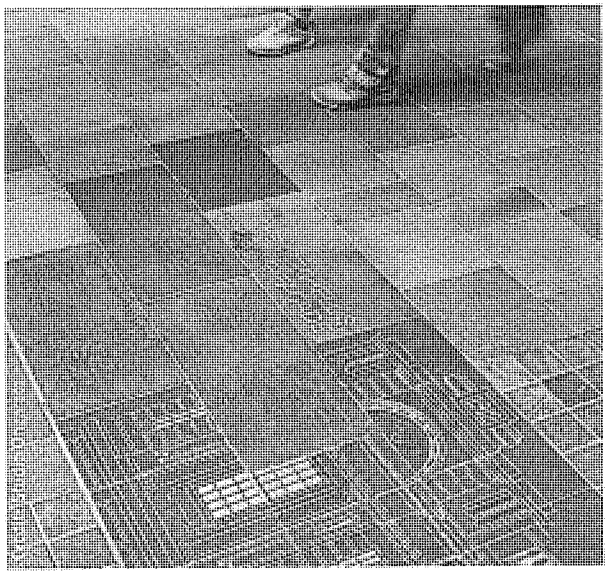
E) Tactile Object
A cast bronze dimensional representation of an historical object (or site plan) is attached to a wayside (or other explanatory) panel, or set on its own, to provide tactile interpretation. This durable surface may have a patina (or paint) applied to match other site materials. The technique is especially relevant for those with visual disabilities.

F) Wayside
A explanatory graphic panel is mounted to an architectural surface or is freestanding to give interpretation specific to that area or adjacent building/ object. This is the primary tool utilized to provide interpretive depth, where necessary. It may also be paired with other interpretive production techniques and wayfinding information.

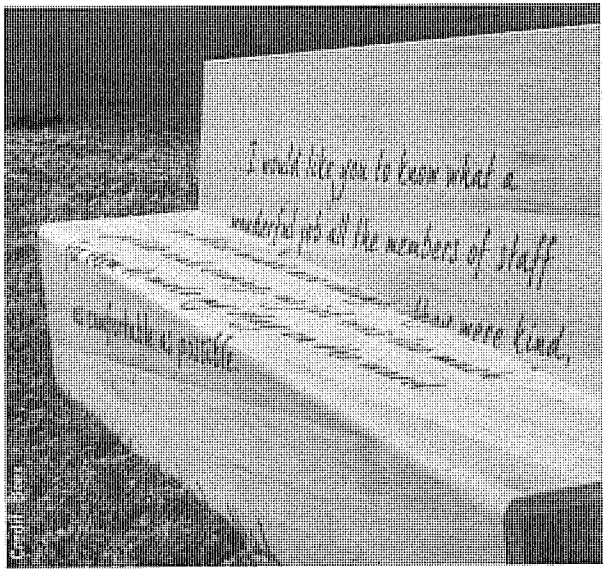
Figure 2.3.1 Interpretive Production Techniques



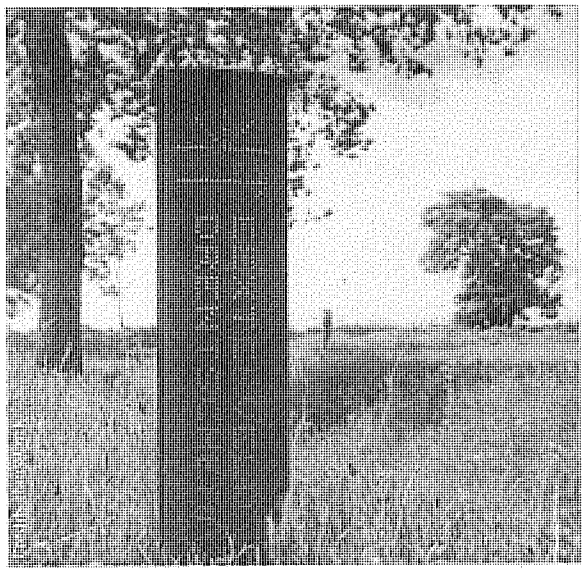
a. Etched Concrete



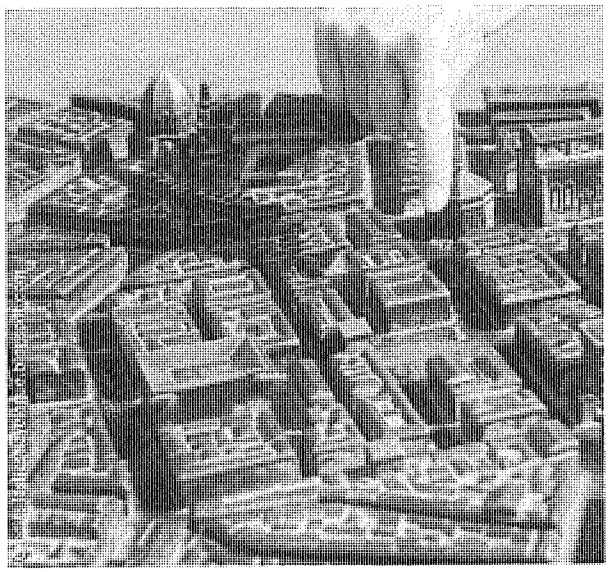
b. Sandblasted Surface



c. Laser-Etched Wood



d. Modified Metal



e. Tactile Object



f. Wayside

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Section 3

LAND USE

3.1 Land Use Plan 46

3.2 Ground Floor Uses 50


RESIDENTIAL
COMMERCIAL
GROUND FLOOR USES
RECREATION

Zoning and Land Use

The Power Station project will provide a mix of the uses that support the Central Waterfront neighborhood identity as a place to live, work, and create.

The district permits Residential, Office, Hotel, Life Science, Laboratory, PDR, Retail, and Entertainment, Arts, and Recreation uses. Off-street accessory parking is permitted, and off-street non-accessory parking is not permitted. Supplementing the permitted uses are standards designed to create active ground floor uses, including PDR spaces that will enliven frontages along 23rd Street, and community-oriented spaces or residences throughout the neighborhood. The district permits rooftop accessory and principal uses including Retail, Child Care Facilities, and Entertainment, Arts, and Recreation uses.

The zoning and land use controls that follow will be codified in the *San Francisco Planning Code Section 249.87*, as the Power Station Special Use District (the "SUD"). The land uses for each block are intended to create a vibrant, complete neighborhood.

As shown in the Land Use Plan (Figure 3.1.1), a variety of land uses are permitted on each block.

Uses shown in the Land Use Plan apply to all floors, including mezzanines and ground floors, unless otherwise noted. The standards focus on overall categories of use, and denote specific uses within each category that are not permitted.

3.1 Land Use Plan

STANDARDS

3.1.1 Land Use

The Power Station Project is within the Potrero Power Station Special Use District (PPS-SUD). Port-owned waterfront land is zoned P (Public) and the remainder of the site is zoned PPS–MU (Potrero Power Station–Mixed Use). All uses shall be permitted, except as listed in Table 3.1.1 as Not Permitted (NP). The uses shown in Table 3.1.1 are principal uses.

Land use categories identified in Table 3.1.1 are consistent with Planning Code definitions.

Ground floor uses shall be further regulated by Section 3.2: Ground Floor Uses.

3.1.2 Dwelling Unit Density Limit

Dwelling unit density shall not be limited by lot area. See Section 6.1.3 and 6.1.4 for dwelling unit exposure standards and residential open space requirements.

3.1.3 Required Minimum Dwelling Unit Mix

(a) No less than 30 percent of the total number of proposed dwelling units in each building or phase shall contain at least two bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units.

(b) No less than 10 percent of the total number of proposed dwelling units in each building shall contain at least three bedrooms. Any fraction resulting from this calculation shall be rounded to the nearest whole number of dwelling units. Units counted towards this requirement may also count towards the requirement for units with two or more bedrooms as described in subsection (a) above.

(c) The minimum dwelling unit mix requirement shall not apply to buildings for which 100 percent of the residential uses are designated under Planning Code as: Group Housing, Inclusionary or below-market-rate dwelling units, Single Room Occupancy (SRO) Units, Student Housing, or housing specifically and permanently designated for seniors or persons with physical disabilities, with the exception of units to be occupied by staff serving any of the foregoing residential uses.

3.1.4 Active Uses in Open Spaces

Retail Sales and Service and Entertainment, Arts, and Recreation Uses are allowed within a limited number of mobile carts and kiosks in parks and open spaces, as shown in Table 4.15.1 and discussed in Section 4.15. See Figure 4.15.1 for potential locations where mobile carts and semi-permanent kiosks are permitted.

3.1.5 Temporary Uses

Temporary Uses and Intermittent Activities (as listed in *Planning Code Sections 205.1 through 205.4*) are permitted, provided that the Temporary Uses listed in *Section 205.3* are limited to 72 hours per event, for up to 12 events per year per building.

In addition to the above, Retail Sales and Service Uses as well as Entertainment, Arts, and Recreation Uses that are permitted as a principal use pursuant to Table 249.87-1 in the PPS SUD may be authorized for a period of up to 180 days as a Temporary Use.

3.1.6 Outdoor Activity Areas

Outdoor Activity Areas are permitted.

Table 3.1.1 * Permitted Uses

Power Station Blocks (As Shown in Figure 3.1.1)	**Residential Uses**	**Institutional Uses**	**Retail Sales and Service Uses**	**Non-Retail Sales and Service (including Office Uses)**	**Entertainment, Arts, and Recreation Uses**	**PDR Uses**	**Parking Garage, Public**	**Laboratory Uses**	**Life Science Uses**	**Utility and Infrastructure**
Block 1	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	P(14)	NP	NP	NP(12)
Block 2	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
Block 3	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
Block 4	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 5	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)(6)	P(14)	NP	NP	NP(6)(12)
Block 6	Block Omitted from Land Use Plan									
Block 7	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 8	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 9	P	P(1)	P(10)	P(8)	P(3)(11)	P(5)	NP	NP	NP	NP(12)
Block 10	Block Omitted from Land Use Plan									
Block 11	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	NP	P(13)	P(13)	NP(12)
Block 12	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(4)	NP	P(13)	P(13)	NP(12)
Block 13	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(4)(6)	P(14)	NP	NP	NP(6)(12)
Block 14	P	P(1)	P(2)(7)	P(8)	P(3)(9)	P(5)	NP	NP	NP	NP(12)
Block 15	NP	P(1)	P(2)(7)	P(13)	P(3)(9)	P(5)	NP	P(13)	P(13)	NP(12)
The Stack	NP	NP	P(2)	NP	P(3)	NP	NP	NP	NP	NP(12)
Public and Private Open Space	NP	NP	P(15)	NP	NP	NP	NP	NP	NP	NP

* See Notes on the following page.

Table 3.1.1 Notes:

(1) Hospital is NP. P at basement, ground floor, and mezzanine only for majority Residential buildings; provided that Residential Care Facility and Child Care Facility are permitted on all floors.

(2) Hotel is NP.

(3) Livery Stables are NP.

(4) Automobile Assembly, Agricultural and Beverage Processing 1, Arts Activities, Business Services, Catering, Light Manufacturing, Metal Working, Trade Shop, Wholesale Sales are P at the basement level, ground floor, 2nd floor, and mezzanine only. Other PDR Uses are NP.

(5) Agricultural and Beverage Processing 1, Light Manufacturing, Arts Activities, Business Services, Catering, Trade Shop Wholesale Sales are P at the basement level, ground floor, 2nd floor, and mezzanine only.

(6) Public Utility Yard and Storage Yards are P.

(7) P at the basement level, ground floor, mezzanine, and 2nd floor only; on Blocks 2, 3, 11, 12, and 15, and Block 9 if Block 9 is majority non-residential, Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on rooftops; other Retail Uses are NP on rooftops.

(8) P at the basement level, ground floor, and mezzanine only.

(9) P at the basement level, ground floor, mezzanine, and 2nd floor; on Blocks 2, 3, 11, 12, and 15, and Block 9 if Block 9 is majority non-residential, Arts Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses are P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops.

(10) Hotel is P. Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store, Limited Restaurant, General Restaurant, Instructional Service, and Retail Personal Service Uses are P on rooftops; other Retail Uses are NP on rooftops. Only one rooftop bar shall be permitted on Block 9. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor and 3rd floor only.

(11) If building is majority non-residential, P on all floors and rooftop, provided that only Arts Activities, General Entertainment, Nighttime Entertainment, Open Recreation Area, Outdoor Entertainment, and Passive Outdoor Recreation Uses P on rooftops; other Entertainment, Arts, and Recreation Uses are NP on rooftops. If building is majority Residential, P at the basement level, ground floor, mezzanine, 2nd floor, and 3rd floor only.

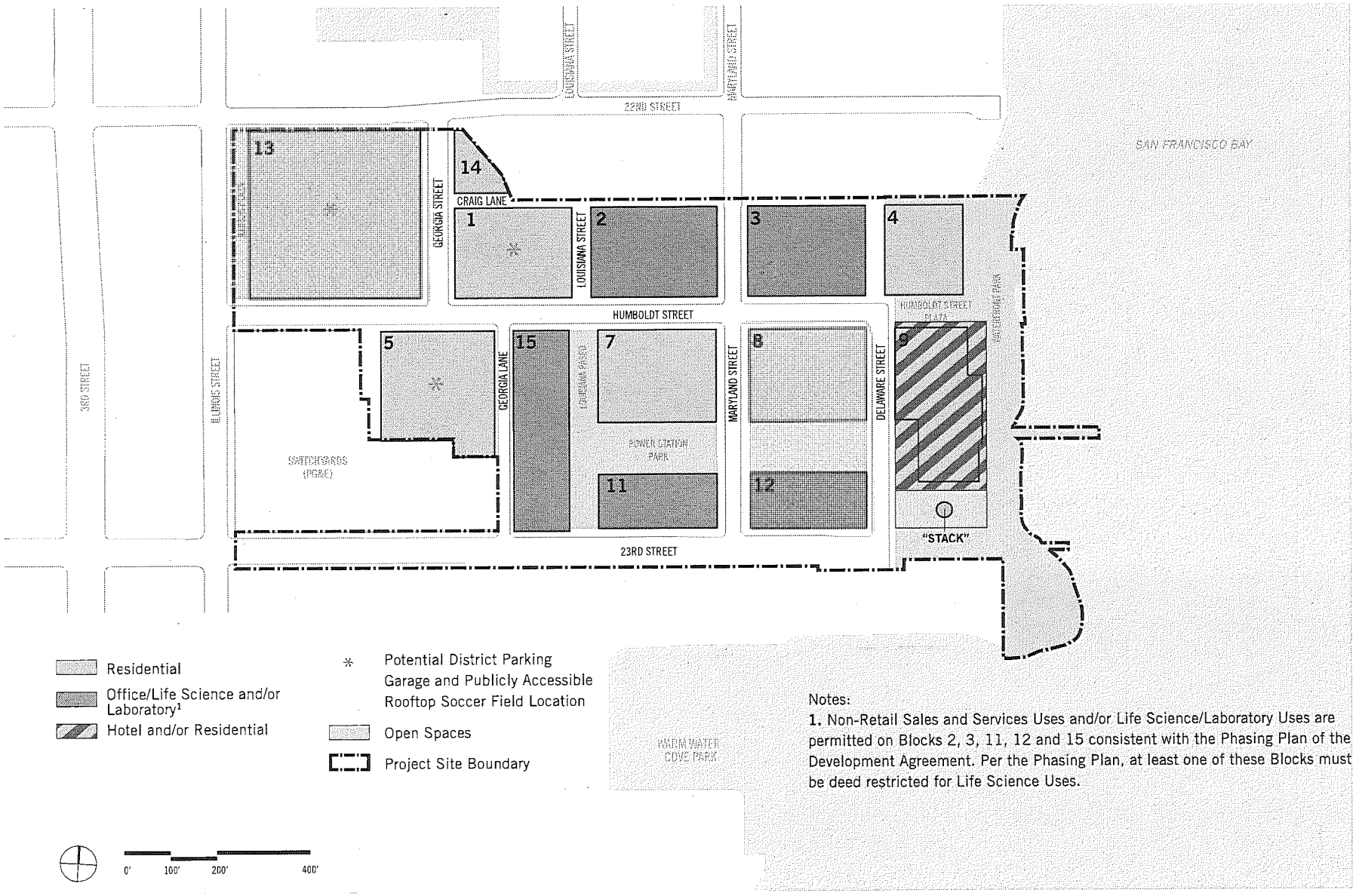
(12) Wireless Telecommunications Services (WTS) Facility, Macro and Wireless Telecommunications Services (WTS) Facility, Micro are P. .

(13) Consistent with the Phasing Plan of the Development Agreement, one or more of Blocks 2, 3, 11, 12, or 15 must be deed restricted for Life Science/ Laboratory Uses.

(14) Up to one District Parking Garage is permitted but not required and may be located only on Block 1, 5, or 13. The maximum amount of parking that may be located in the Garage is subject to the parking maximums for the Project as built, less the amount of parking that is developed in each individual building. The maximum height of the Parking Garage shall be 90 feet. The rooftop of the District Parking Garage shall be used as a publicly accessible recreational sports field.

(15) Only Carts and Kiosks are permitted.

Figure 3.1.1 Land Use Plan



Notes:
1. Non-Retail Sales and Services Uses and/or Life Science/Laboratory Uses are permitted on Blocks 2, 3, 11, 12 and 15 consistent with the Phasing Plan of the Development Agreement. Per the Phasing Plan, at least one of these Blocks must be deed restricted for Life Science Uses.

3.2 Ground Floor Uses

Engaging and accessible uses are encouraged on the ground floors of buildings. To encourage movement through the site from the existing Dogpatch neighborhood to Waterfront Open Spaces, a vibrant retail core will exist along Humboldt Street. Beginning with a neighborhood-serving grocery use near the entrance of the site, residents, employees, and guests alike will continue along the street to both neighborhood-serving retail and experiences more boutique in nature as one approaches the water's edge.

STANDARDS

3.2.1 Measuring Frontages

Frontages shall be measured in linear feet.

3.2.2 Measuring Corners

A Corner shall consist of the first 30 feet extending from the intersection of two right-of-ways or a right-of-way and an open space along the frontage of a building.

3.2.3 Active Use Frontages

To create pedestrian and visual activity at the ground floors of buildings, Active Uses shall occur on frontages within the site as shown in Figure 3.2.1. Ground floor Residential and Office uses meeting certain requirements described below qualify as a permitted Active Use. With the exception of space for parking and loading access, building egress, and access to mechanical systems, space for the following "Active Uses" must be provided within the first 25 feet minimum of building depth on the ground floor for 100 percent of the shaded Active Use, Priority Retail and Priority PDR frontage zones identified in Figure 3.2.1, except where a different depth is described below:

- Retail, Sales and Service Use (including 1,000 square foot or smaller "Micro-Retail" uses, which can have a depth of 10 feet from the street, as opposed to the standard depth of 25 feet). See Section 6.17 for additional considerations regarding the development of Active Use space.
- PDR Use.
- Institutional Use. Social Spaces shall be provided at the front of the building, oriented toward the street, within at least the first 15 feet of building depth.
- Entertainment, Arts, and Recreation Use.
- Lobbies up to 40 feet wide or 25 percent of building frontage, whichever is larger.
- Up to 50 percent of the building frontage may contain accessory mail rooms and bicycle storage rooms with direct access to the street or lobby space and Non-Retail, Sales and Service Use (including Office Use). Social Spaces shall be provided at the front, oriented toward the street, within at least the first 15 feet of building depth.
- Residential Uses. Includes dwelling units and Social Spaces accessory to Residential Uses that have direct access to a street or public open space.

All Active Uses must have a Transparent Frontage per Standard 6.9.5, Transparent Frontage.

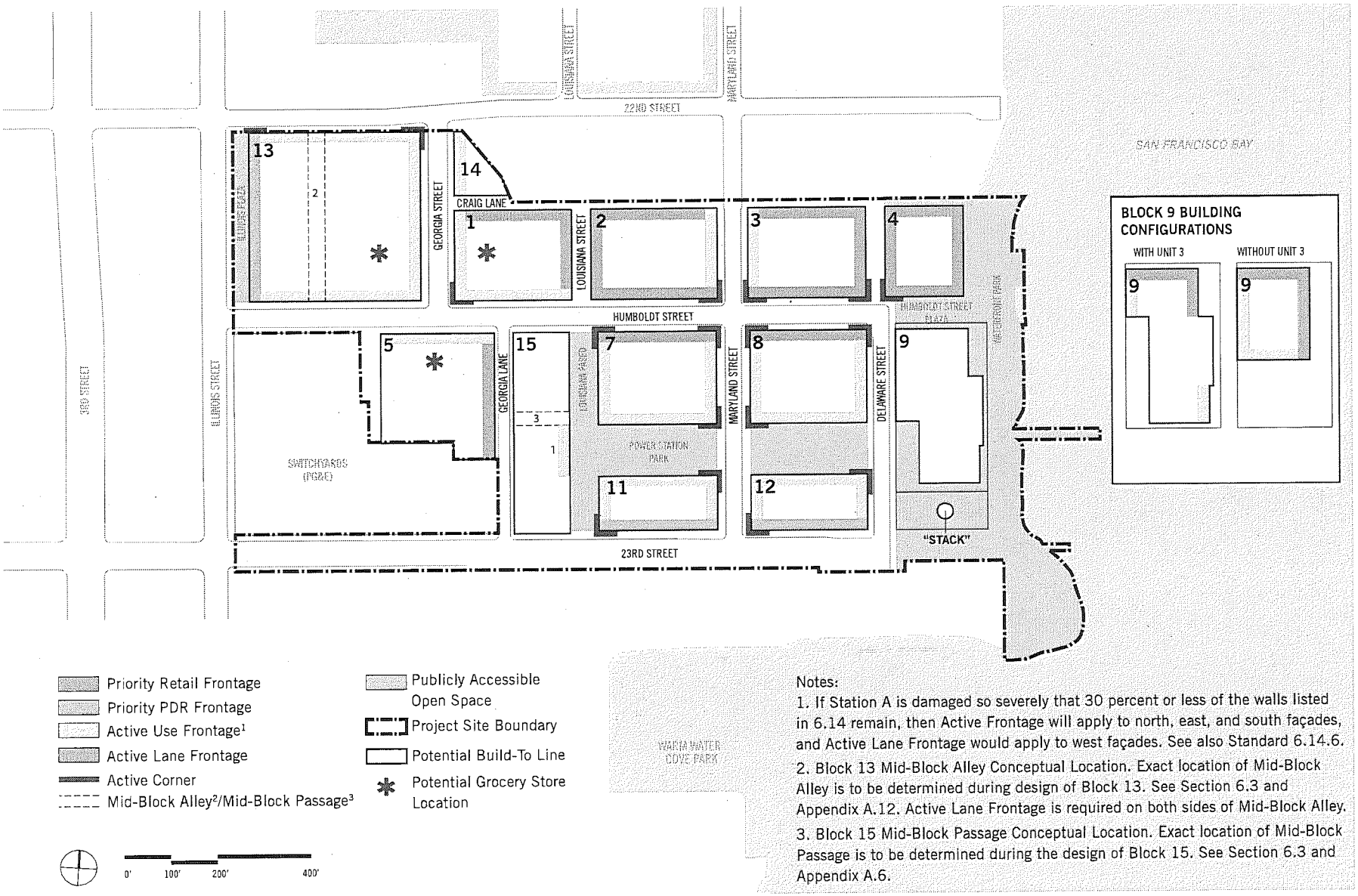
3.2.4 Priority Retail Frontages

A minimum of 50 percent of the Active Uses in the Priority Retail Frontages shown in Figure 3.2.1 shall be limited to Retail Sales and Service Use to a depth of 40 feet.

3.2.5 Priority PDR Frontages

A minimum of 75 percent of the Active Uses in the Priority PDR Frontages shown in Figure 3.2.1 shall be limited to PDR uses to a depth of 40 feet, except that if Childcare and/or Community Facilities are provided within the subject Priority PDR Frontage(s), then a minimum of 50 percent of the Active Uses shall be PDR.

Figure 3.2.1 Ground Floor Uses



Notes:

1. If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14 remain, then Active Frontage will apply to north, east, and south façades, and Active Lane Frontage would apply to west façades. See also Standard 6.14.6.
2. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

3.2.6 Active Lane Frontages

Active Lane Frontages shall contain Active Lane Uses for at least 20 percent of the subject building Frontage. Minimum depth requirements do not apply to this Frontage zone. Active Lane Uses include all those listed in Standard 3.2.3, Active Use Frontages, as well as the following:

- Building inset of at least 4 feet in depth at the ground floor for pedestrian amenities, including permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas; and
- Public Art, such as a wall mural, at least 15 feet in height measured from ground level.

3.2.7 Accessory Uses

All ground-floor uses are permitted to provide accessory uses in up to 1/3 of their gross square footage.

3.2.8 Transformer Vaults

For any building with a frontage greater than 75 feet in length, transformers shall be located within a vault within the ground-floor building frontage with direct access to the sidewalk.

3.2.9 Active Corners

Street Corners are an important node of urban life, naturally resulting from crossroads, and providing an opportunity for people to gather, pause, and select a new path. Specific Corners are highlighted in Figure 3.2.1 as "Active Corners," requiring a higher level of publicness and activity to create opportunities for public interaction with buildings and wayfinding between different nodes within the site and beyond. Locations indicated as Active Corners are required to provide, for a minimum of 30 feet of the frontage from each Corner, either a Retail Sales and Service Use; Entertainment, Arts, and Recreation Use; or Community Facility Use; which comprise a subset of Active Uses per Standard 3.2.3. See Section 6.10 for a more detailed discussion of Active Corner guidelines.

CONSIDERATIONS

3.2.10 Active Uses on Humboldt Street and Power Station Park

Consider locating Active Uses comprised of Non-Retail Sales and Services, and Lobby uses on Frontages other than those directly adjacent to Humboldt Street, Power Station Park, or Louisiana Paseo.

3.2.11 PDR Frontages

Consider locating Social Spaces such as communal kitchens or employee breakrooms of PDR Uses within the first 15 feet of building depth.

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OPEN SPACE

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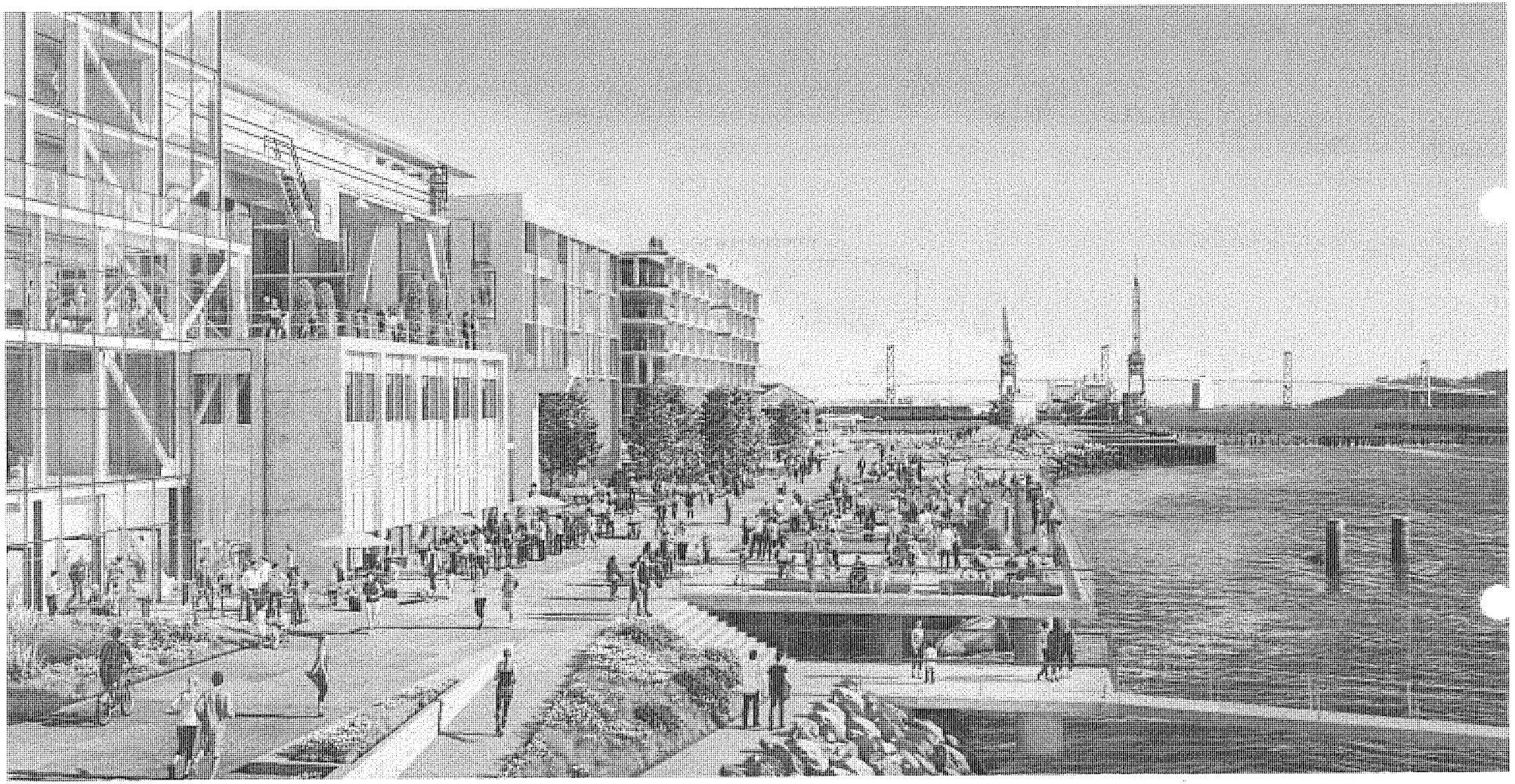


Open Space

The Power Station's open spaces feature vibrant community parks and plazas, opportunities for active recreation, and iconic waterfront destinations. A vital stretch of San Francisco's historic waterfront, closed to the public for over 100 years, will be re-invigorated and opened up for all to enjoy.

Destination open spaces, along with inviting, neighborhood-focused spaces, will provide diverse public amenities and recreational opportunities for workers, residents, and visitors. These new open spaces will complement and enrich the network of existing and planned open space in Dogpatch and the Central Waterfront.

The Waterfront Open Spaces at the Power Station will be a destination that includes diverse programming to encourage a variety of experiences along the waterfront, emphasizing views to the Bay. Park designs will feature the 300-foot-tall Stack, an iconic structure that underscores the site's industrial past as a power plant. The design of a new civic space at Stack Plaza will enhance its status as a prominent landmark and encourage visitors to linger. Natural areas of Bay shore-adapted plants will alternate with urban social areas at a variety of scales. Preserved elements of the site's industrial heritage will be showcased, connecting people to the Bay and contributing to the future health of its human and ecological communities.

A set of public, urban open spaces at Power Station Park and Louisiana Paseo will provide recreational and fitness activities, informal play, opportunities for casual social interaction, and space for outdoor gatherings and performances. A publicly accessible rooftop soccer field will provide additional space for organized sports. Refer to Figure 4.1.1 for the location of open spaces at the Power Station.

This section prescribes key features, values, and relationships that will define the qualities and functions of each open space that are essential to creating a unique, and vibrant urban open space network.

4.1 Open Space Network

The open space network is a fundamental part of the urban design and identity of the Power Station. A series of open spaces, located along the waterfront and at the center of the neighborhood, provide a well-rounded variety of social and recreational opportunities. In total, open space comprises approximately 24 percent of the total project area—6.9 out of 29 acres.

The open space network is made up of ten open space areas, as shown in Figure 4.1.1. The Waterfront Open Spaces are further divided into four distinct open space areas: The Point, Stack Plaza, Block 9 Open Spaces (Including Turbine Plaza and Unit 3 Entry Plaza), and Humboldt Street Plaza. Waterfront Park includes the Blue Greenway and all of the spaces between the Blue Greenway and the Bay shore, exclusive of the Point, as well as all of the ancillary spaces west of the Blue Greenway and bounded by Delaware Street that are not designated as part of any other open space area.

The Waterfront Open Spaces, at approximately 3.6 acres, will feature an urban edge, with shopping, dining, and public seating areas facing onto the Blue Greenway. The Blue Greenway will be punctuated by a series of overlooks, plazas, and native planting zones. Together, the waterfront open spaces will form a cohesive whole that acknowledges the site's industrial past, while looking to a future for the Bay that prioritizes responsible planning and ecological wellbeing.

The project's stretch of the Blue Greenway will link seamlessly with the portion planned for Pier 70 to the north and to the greater Blue Greenway system. The series of integrated waterfront open spaces associated with the Blue Greenway will include: Humboldt Street Plaza, Block 9 Open Spaces (Including Turbine Plaza and Unit 3 Entry Plaza), Stack Plaza, the Point, and associated features, such as Bay overlooks, terraces, and multipurpose lawn areas. A potential recreational dock may provide water access and contribute to the Metropolitan Transportation Commission (MTC) Water Trail network.

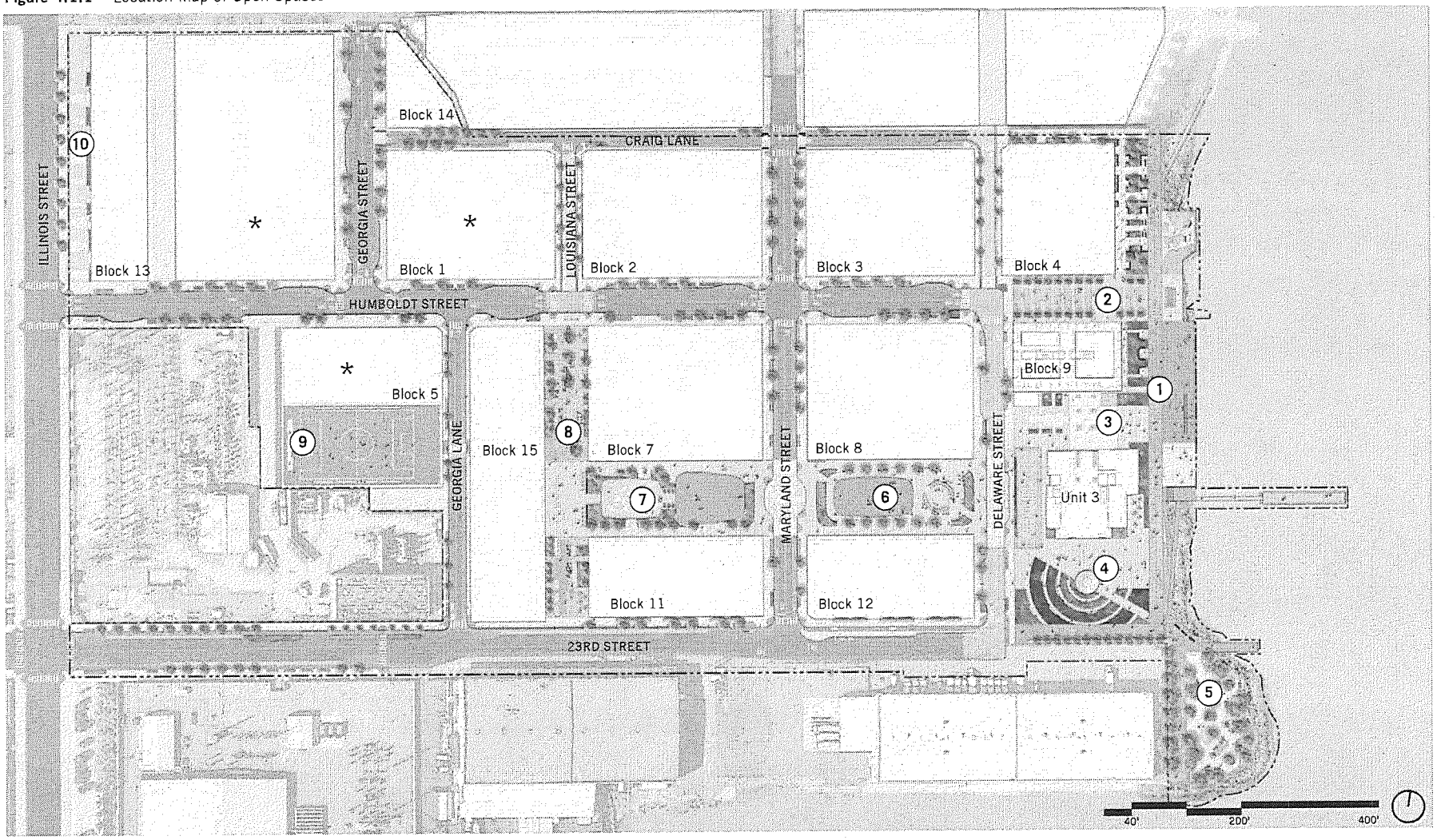
At the heart of the neighborhood, Power Station Park will include opportunities for fitness, active and passive recreation, and casual social interactions. The two blocks of Power Station Park, at about 1.2 acres, will have distinct programs and elements, but will also be linked by common features and materials. Louisiana Paseo (0.7 acres) will provide flexible-use urban plaza spaces and car-free pedestrian areas connecting the neighborhood's retail and residential uses with the open space program.

A rooftop soccer field on top of the District Parking Garage (if developed), at 0.7 acres, will provide a publicly accessible Under-10 sized soccer field.

All of these open spaces will be carefully integrated with adjacent ground-floor uses of the blocks and buildings to create delightful, welcoming, active, and unique places.

Open space at the Power Station will conform to BCDC and Public Trust requirements where applicable. All open spaces will provide active, distinctive programming to attract visitors and create a lively network of well-loved public spaces along San Francisco's waterfront.

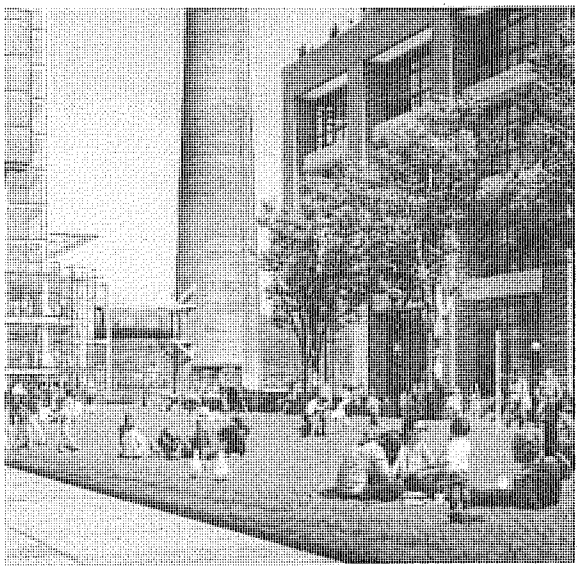
Figure 4.1.1 Location Map of Open Spaces



1. Waterfront Open Spaces: Section 4.16-4.19
2. Humboldt Street Plaza: Section 4.24
3. Block 9 Open Space: Section 4.22-4.23
4. Stack Plaza: Section 4.21
5. The Point: Section 4.20
6. Power Station Park East: Section 4.28
7. Power Station Park West: Section 4.29
8. Louisiana Paseo: Section 4.30
9. Rooftop U-10 Soccer Field: Section 4.31
   * Rooftop Soccer Field will be at the District Parking Garage, which may be at Block 1, Block 5, or Block 13
10. Illinois Street Plaza: Section 4.32

4.2 Open Space Systems

While the Power Station's open spaces each have their own distinct character and unique elements, a common set of systems and principles is standard across the open space network, constituting a unified set of aesthetic, functional, and structural elements. Standards and guidelines specific to each open space are described in the relevant sections (4.16 through 4.33). Sections 4.3 through 4.15 provide general standards and guidelines that apply to all open spaces.



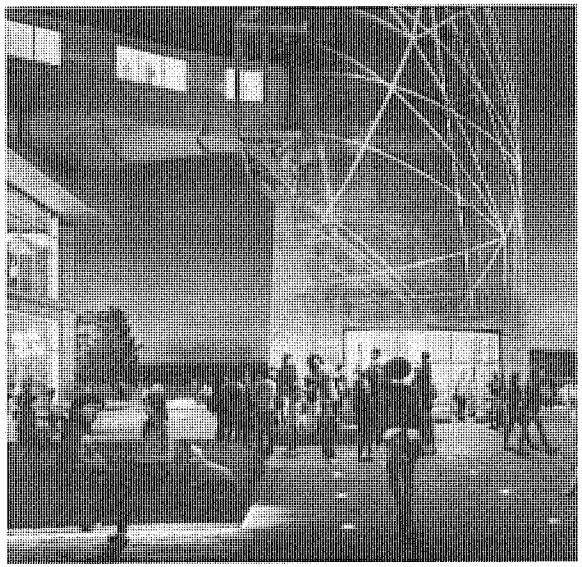
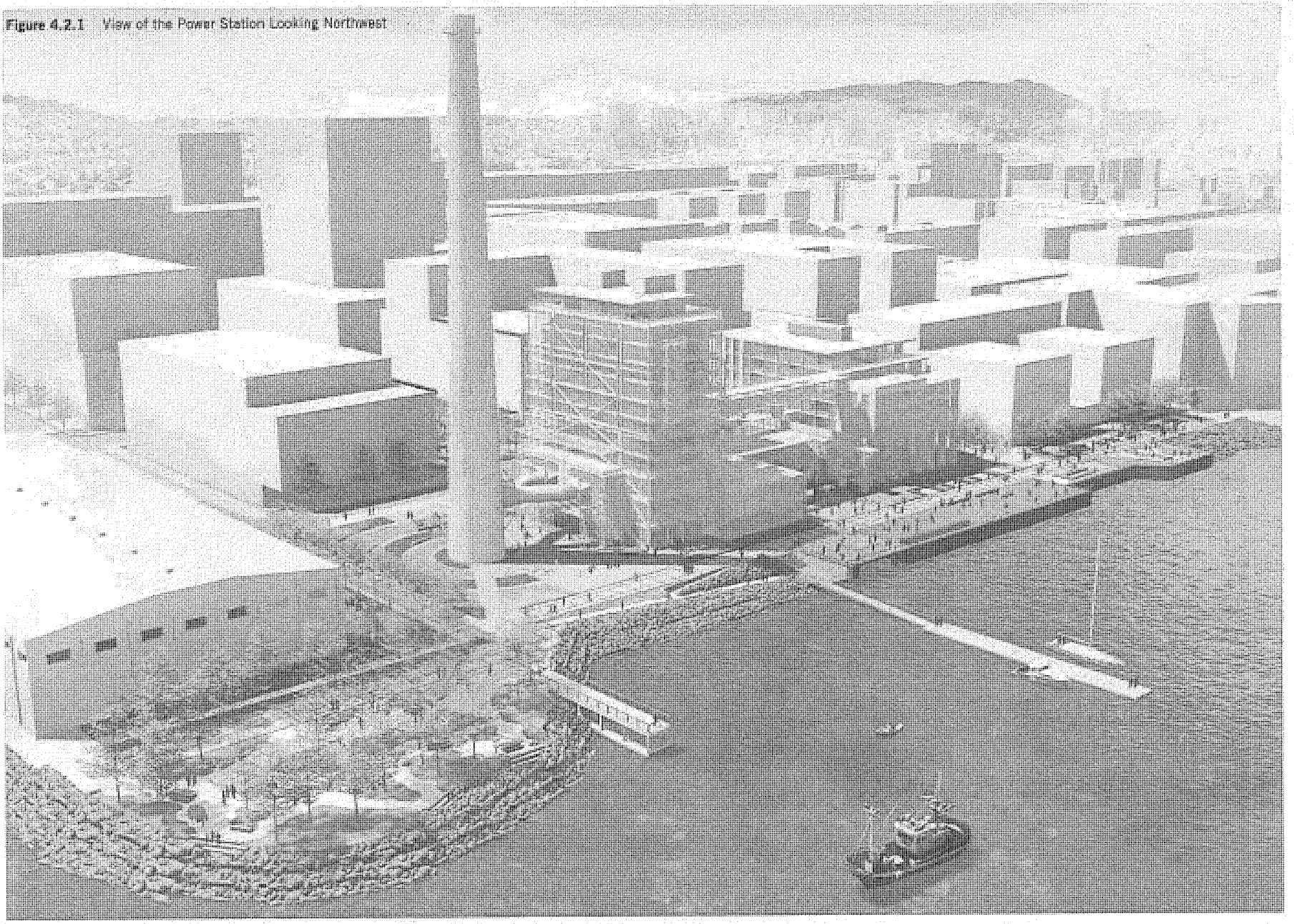




Figure 4.2.1 View of the Power Station Looking Northwest



4.3 Resilience and Adaptation

The Waterfront Open Spaces at the Power Station will balance the goal of maximizing public access to the Bay with the reality of "living with the Bay" in the face of future sea level rise. Figure 4.3.2 depicts the portions of the waterfront that will be adapted for sea level rise inundation, and those that will be designed to accommodate temporary coastal flooding events. In the adaptation plan, approximately 5 percent, or 0.3 acres (14,000 sf), of open space area will be lost under a model that assumes approximately 6 feet of sea level rise, which is projected to occur by 2100.

Finished grade elevations of the Waterfront Open Spaces will be determined based on sea level rise projections for the year 2100 to ensure that accessible paths of travel and all major program areas will remain free of coastal flooding.

STANDARDS

4.3.1 Grading Design Criteria

Waterfront Open Spaces shall be graded consistent with the requirements of the Infrastructure Plan. The Blue Greenway design elevation shall be above the current 100-year coastal flood elevation plus 6 feet of sea level rise inundation. Where existing structures require accommodation at a lower elevation, such as the Stack, ADA-compliant access shall be provided.

A recreational floating dock is permitted but not required. If provided, the floating dock for the recreational dock shall be constructed with steel pipe guide piles. The piles allow the dock to float up and down with water levels in the Bay, up to 7.3 feet above the 100-year coastal flood elevation.

The lower deck of the recreational dock shall be designed with piles that will allow for construction of a higher deck on top of the lower deck in the future. The lower deck and piles shall be designed with capacity for additional weight of the future adapted higher deck and associated concrete frame. The pathway to the lower deck shall be reconstructed at a higher elevation as part of the higher deck adaptation.

Figure 4.3.1 Projected Sea Level Rise of 3.5 feet and 6 feet with Existing Site Topography

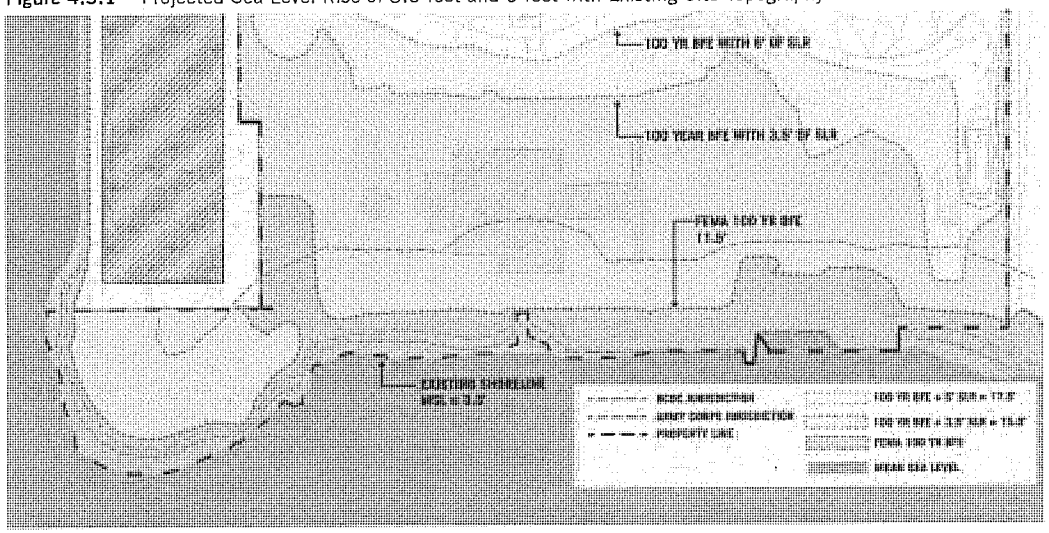


Figure 4.3.2 Projected Sea Level Rise of 3.5 feet and 6 feet with Proposed Grading and Seawall

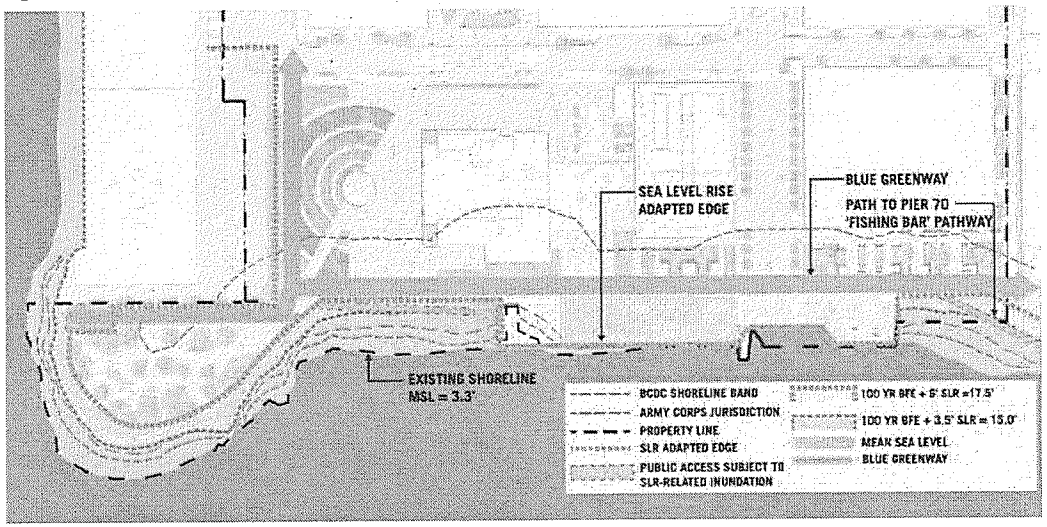
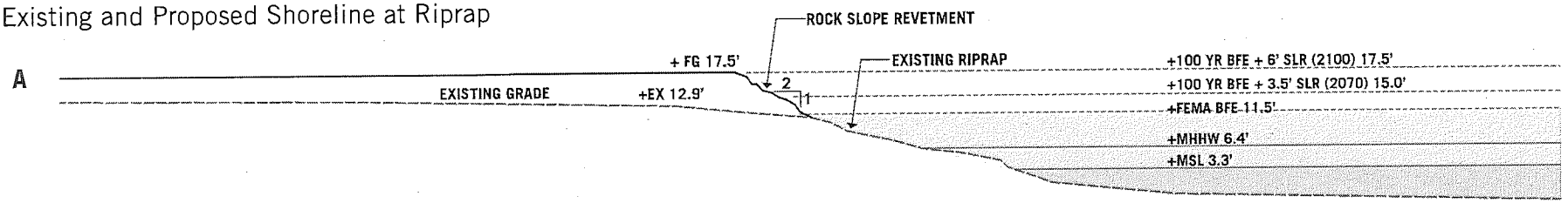
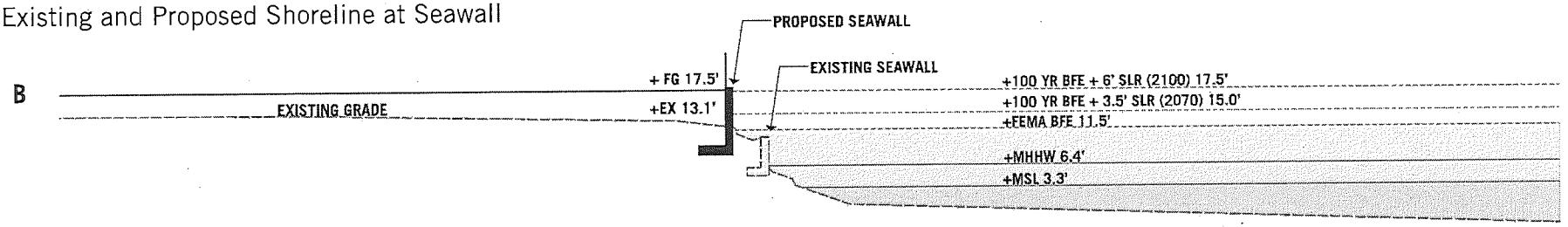


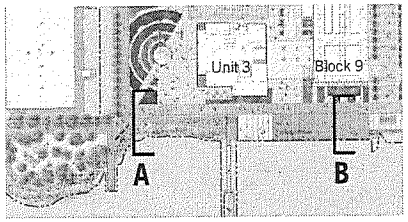
Figure 4.3.3 Typical Existing and Proposed Shorelines at Riprap and Seawall

Existing and Proposed Shoreline at Riprap



Existing and Proposed Shoreline at Seawall





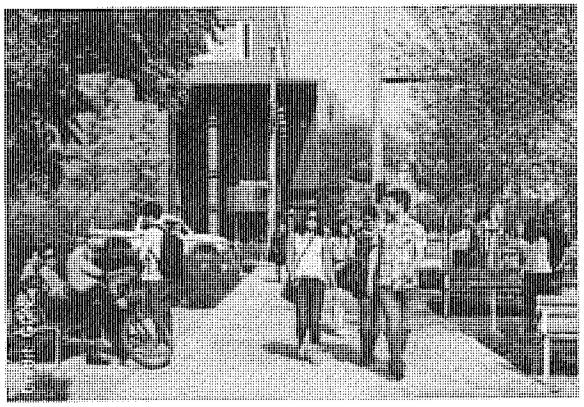
Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

4.4 Open Space Pedestrian Circulation

The open spaces at the Power Station will play an integral role in the neighborhood's overall pedestrian network, connecting streets to parks and bringing people to the waterfront. The open spaces will give residents and visitors intuitive, generous, and clear routes through a diverse set of parks and plazas. Standards and guidelines regarding pedestrian circulation are located within the controls for the Power Station's specific open spaces. Please see Sections 4.17.1, 4.20.1, 4.21.2, 4.22.1, 4.24.1, 4.26.1, 4.26.2, 4.28.3, and 4.30.1.

Figure 4.4.1 Example Pathway Conditions



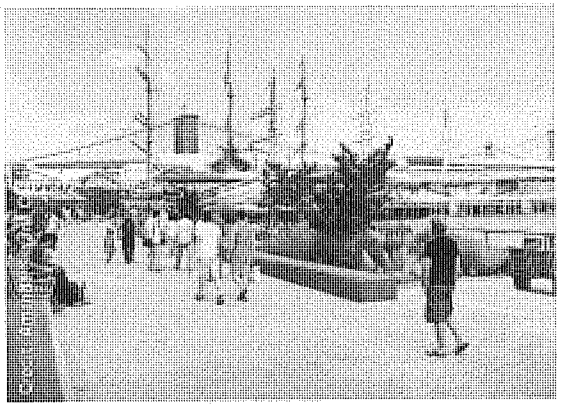
Ample pedestrian walkways with furnishings and amenities.



Park edge path open to central field.

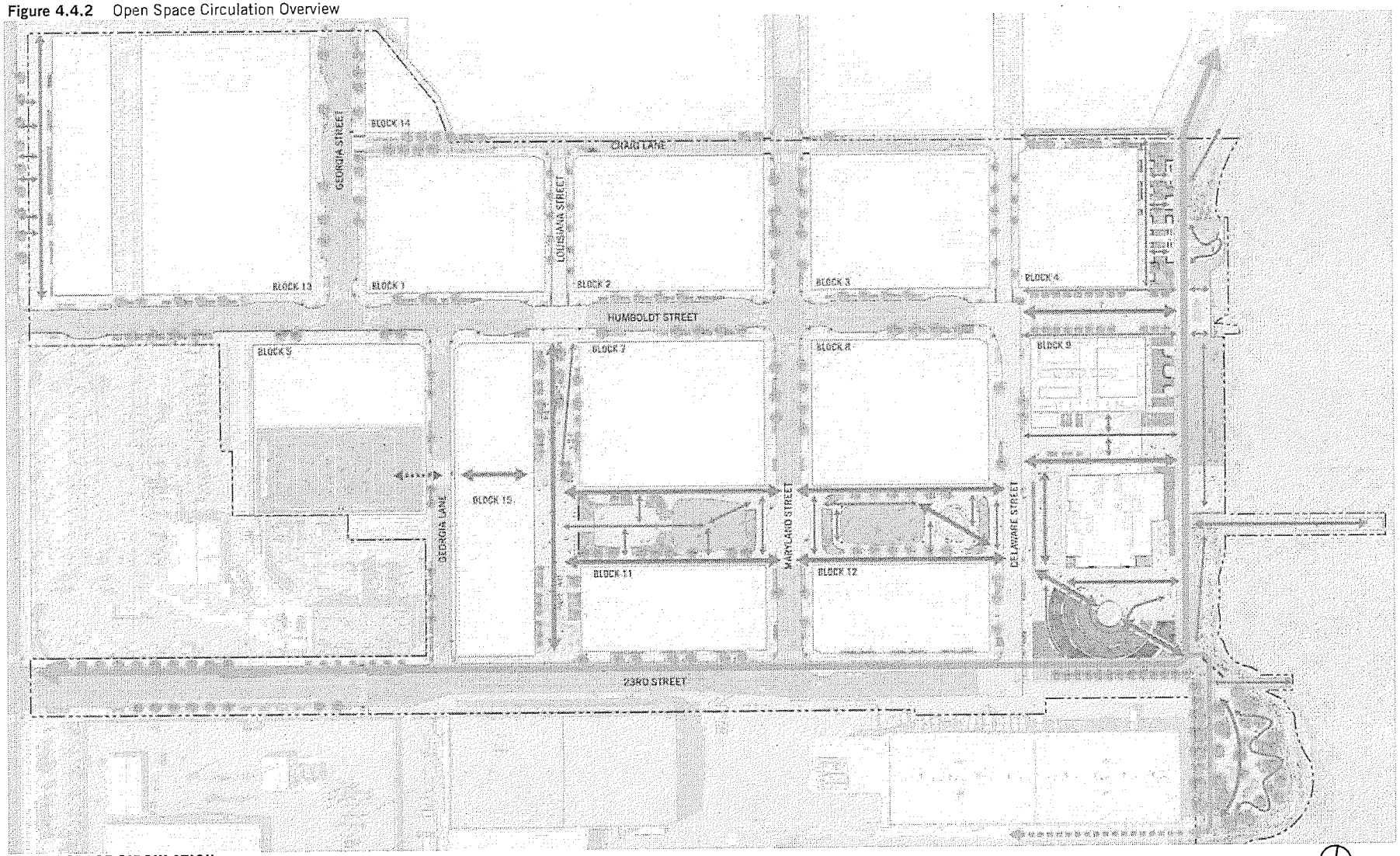


Plaza edge with generous seating and wide paths of travel.



Waterfront promenade with generous proportions and multiple seating types.

Figure 4.4.2 Open Space Circulation Overview



OPEN SPACE CIRCULATION

Legend

- Primary Pedestrian Circulation
- Blue Greenway
- Blue Greenway (Potential Future Continuation by Others)
- Public Access to Rooftop Soccer Field (See Section 6: Buildings)

4.5 Urban Forest in Parks and Open Space

Trees within the Power Station's open spaces will help achieve the project's goals for a sustainable and healthy environment. The composition and distribution of a diverse, adaptive urban forest will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat.

Trees will provide shade, reduce the urban heat-island effect, and provide shelter for birds and other wildlife.

As trees are some of the most functional and iconic elements in the landscape, careful selection is important in creating a successful urban forest.

The following standards and guidelines apply only to areas outside of the public right-of-way within Privately Owned Publicly Accessible Open Spaces (POPOS). Standards and guidelines for street trees can be found in Sections 5.11 and 5.12.

STANDARDS

4.5.1 Urban Forest Composition

Selected species shall generally conform to the baseline for species diversity and distribution shown in Figure 4.5.1. Species selection must also comply with SFPW requirements (and Port requirements, in Port-owned areas).

4.5.2 Tree Installation and Establishment

A) Minimum Installation Size: Trees shall be installed at a minimum box size of 24 inches.

B) Soil Composition: Tree planting soil for backfill within tree pits shall be sandy loam soil and amended as required to provide a healthy and fertile root zone.

C) Tree Staking: Manufactured wood or steel staking systems shall be used to stake trees as required during the establishment period if prevailing wind conditions threaten stability of new planting.

D) Clear Trunk: Requirements for clear trunk, the measurement between ground level and first branching, shall be achieved within five years of installation. Branches shall not interfere with Pedestrian Throughway as defined in Section 5.2 of this D4D (minimum 84-inch clearance measured from ground surface). At designated fire access clear zones, maintain mandated minimum fire truck vertical clearance of 13 feet and 6 inches (measured from roadway surface).

E) Establishment Period: Centrally controlled automatic drip irrigation shall be provided to each tree for establishment irrigation for a minimum of three years. Following that period, tree irrigation may be reduced or eliminated. Minimize potable water use for irrigation (see Section 4.8.1).

GUIDELINES

4.5.3 Tree Species Selection

Tree species should be selected and located based on a combination of their aesthetics and their ecological performance benefits related to improved air quality, stormwater retention, biodiversity and habitat creation, carbon sequestration, and benefits related to public health and comfort.

Tree species for each open space should be selected in consultation with a certified arborist. Species should conform to the aesthetic and performance requirements in Figure 4.5.2 and to the irrigation requirements described in Section 4.8. Power Station tree species should be selected using the following criteria:

- Drought tolerance.
- Non-invasive.
- Proven long-term durability (20- to 30-year life span) in the region.
- Tolerance of urban conditions such as compacted soils and air pollution.
- Resistance to disease and blight.
- Medium to high density branching structure that will provide shade.
- Ability to adapt to predicted future temperature increases related to climate change.
- Non-fruiting and free of significant seed pods.
- Wind Tolerance. Wind-tolerant species are those that can survive and thrive in windy conditions without significant root and branch damage or deformation.
- Habitat value. At least 25% of trees should be selected to provide habitat opportunities for birds and insects.

Note: Consult www.SFplantfinder.org for tree selection tools.

4.5.4 Soil Volume

Trees in the public realm should have adequate soil volume and water infiltration to allow for healthy tree growth.

4.5.5 Tree Maintenance

A) Pruning

Trees in the public realm should be pruned yearly to sustain long-term health and to maintain desired growth pattern.

B) Water Application

Determine appropriate water application after establishment (minimum of three years) in consultation with a certified arborist's comprehensive review of tree health on the site. Monitor water application. Only use non-potable water for irrigation, per Section 4.8.1.

CONSIDERATIONS

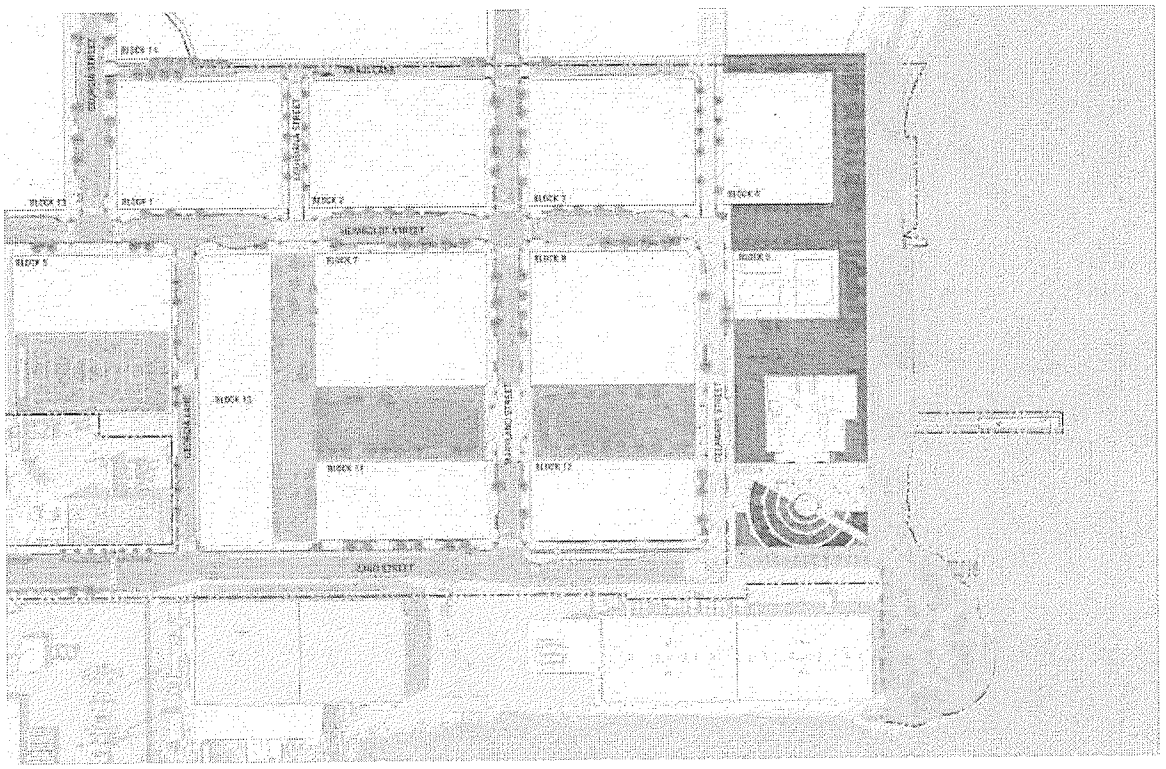
4.5.6 Soil Volume

Where feasible, continuous soil volumes connecting multiple tree wells below paving is recommended. Structural soil systems or structural cell systems are recommended for this application, if permitted by SFPW and SFPUC.

4.5.7 Tree Species Selection

Trees that provide habitat opportunities for birds and other small wildlife are encouraged.

Figure 4.5.1 Urban Forest Diversity Planting Zones in Open Space



URBAN FOREST DIVERSITY

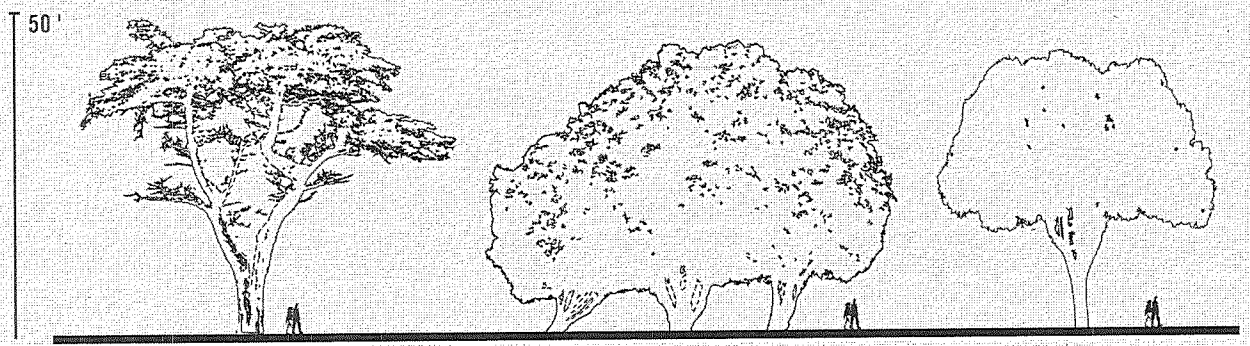
Planting Zones

- Power Station Park
- Louisiana Paseo
- Waterfront Park and The Point
- Humboldt Street Plaza, Craig Lane Paseo, and Block 9 Open Spaces

Tree criteria for each zone are given in Figure 4.5.2.

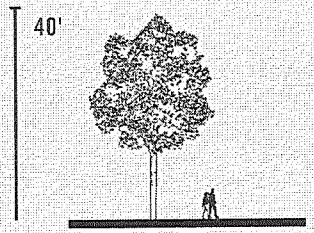
Figure 4.5.2 Tree Aesthetic and Performance Criteria by Planting Zone

WATERFRONT PARK AND THE POINT



- Large-canopy evergreen tree (to 50+ feet tall at maturity)
- Minimum 24-inch box at installation
- Iconic character; picturesque, sculptural form
- Windbreak and specimen tree
- Tolerances: high-wind tolerance; tolerant of coastal environment; healthy in paving and/or lawn (select as appropriate for design concept); tolerant of high pedestrian traffic
- Low water usage
- Minimal root disruption when planted in paving
- Recommended species:
  Monterey Cypress [*Cupressus macrocarpa*];
  New Zealand Christmas Tree [*Metrosideros excelsa*];
  Red-Flowering Gum [*Corymbia ficifolia*]; Lemon Eucalyptus [*Corymbia citriodora*];
  Brisbane Box [*Lophostemon confertus*]; Coast Live Oak [*Quercus agrifolia*];
  Cork Oak [*Quercus suber*]

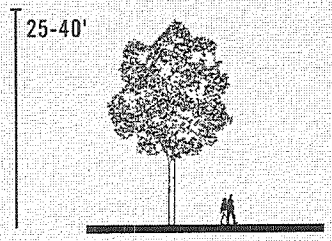
HUMBOLDT STREET PLAZA, CRAIG LANE PASEO, BLOCK 9 OPEN SPACES



- Medium to large evergreen or deciduous tree (40 feet tall at maturity)
- Minimum 24-inch box at installation
- Upright, narrow form
- Tolerances: high wind tolerance; tolerant of part- to full-shade conditions; healthy in paving
- Low water usage
- Minimal root disruption when planted in paving
- Recommended species: Brisbane Box [*Lophostemon confertus*]; African Fern Pine [*Afrocarpus gracilior*]; Chinese Flame [*Koelreuteria bipinnata*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Cork Oak [*Quercus suber*]; Soap Bark [*Quillaja saponaria*]

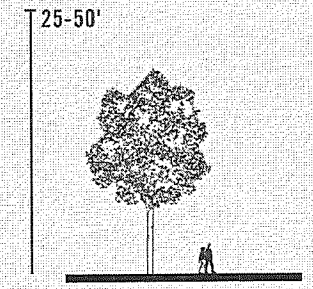
*All tree heights given in this figure indicate expected sizes at maturity.

POWER STATION PARK



- Primary size: Small to medium evergreen or deciduous tree (25 to 40 feet tall at maturity)
- Secondary Size: Large specimen tree with picturesque form used to punctuate and identify key spaces and provide landmark feature (40 feet or taller at maturity)
- Minimum 24-inch box at installation
- Use upright or narrow form trees when planting close to buildings
- Use deciduous species where winter sun exposure is desirable
- Tolerances: medium to high wind tolerance; tolerant of part shade to deep shade; tolerant of coastal environment; healthy in paving
- Low water usage
- Recommended species: Melaleuca [*Melaleuca quinquenervia*]; African Fern Pine [*Afrocarpus gracilior*]; Chinese Flame [*Koelreuteria bipinnata*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Cork Oak [*Quercus suber*]; Soap Bark [*Quillaja saponaria*]; Coast Live Oak [*Quercus agrifolia*]; Water Gum [*Tristaniopsis laurina*]; Olive [*Olea europaea*]; Strawberry Tree [*Arbutus x Marina*]; Peppermint Tree [*Agonis flexuosa*]; Carob Tree [*Ceratonia siliqua*]; Australian Willow [*Geijera parviflora*]; Sweet Hakea [*Hakea suaveolens*]

LOUISIANA PASEO



- Medium to large evergreen or deciduous tree (to 50 feet tall at maturity)
- Secondary Size: Large specimen tree with picturesque form used to punctuate and identify key spaces and provide landmark feature
- Minimum 24-inch box at installation
- Use upright or narrow form trees when planting close to buildings
- Tolerances: medium to high wind tolerance; tolerant of part to full shade; healthy in paving
- Minimal root disruption when planted in paving
- Low water usage
- Recommended species: Brisbane Box [*Lophostemon confertus*]; Lemon Eucalyptus [*Corymbia citriodora*]; Primrose Tree [*Lagunaria patersonii*]; Catalina Ironwood [*Lyonothamnus floribundus*]; Holly Oak [*Quercus ilex*]; Coast Live Oak [*Quercus agrifolia*]

4.6 Planting, Ecology, and Habitat

Planting design is a key element that can add ecological and habitat value to open space design. Ground-level planting within the Power Station's open spaces will be integrated with active use of the park and planted with resilient native, climate-appropriate and climate-adaptive, non-invasive species that perform ecologically and aesthetically.

GUIDELINES

4.6.1 Plants: Site and Program Specificity
Plant species should be selected for their adaptability to particular site conditions and programmatic needs of each space, including foot traffic and active and passive uses.

4.6.2 Plants: Water Use
Specify low water-use plants. Use climate-adapted species.

4.6.3 Invasive Plants
Use native or non-invasive species. Non-native invasive plants should not be used.

4.6.4 Plant Selection
At least 50% of understory plants should be California and San Francisco native plants, and include pollinator species. Trees, understory, and stormwater garden plants should contribute functionally and aesthetically to the overall design concept and experience of the Power Station's open spaces. See Figure 4.6.2 for an example shrub and groundcover palette. See Section 4.7 for suggested stormwater garden plant palettes.

CONSIDERATIONS

4.6.5 Plant Selection
Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing the carbon footprint of the project.

4.6.6 Recycled Water and Plant Selection
When using recycled water in irrigation, select plants that can tolerate the salinity levels of the recycled water, which may be higher than potable water. Consult the California Department of Water Resources (www.ca.gov) for guidance and a recommended list of plants with high tolerance of salt in irrigation water.

4.6.7 Plants: Interpretation and Education
Consider integrating interpretive elements into planting design, to engage and educate visitors about the value of diverse native plant communities.

Figure 4.6.1 Native Coastal Planting

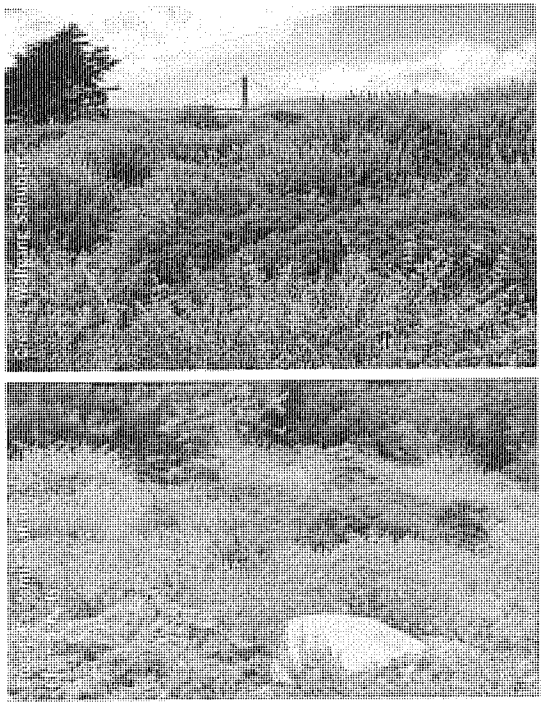
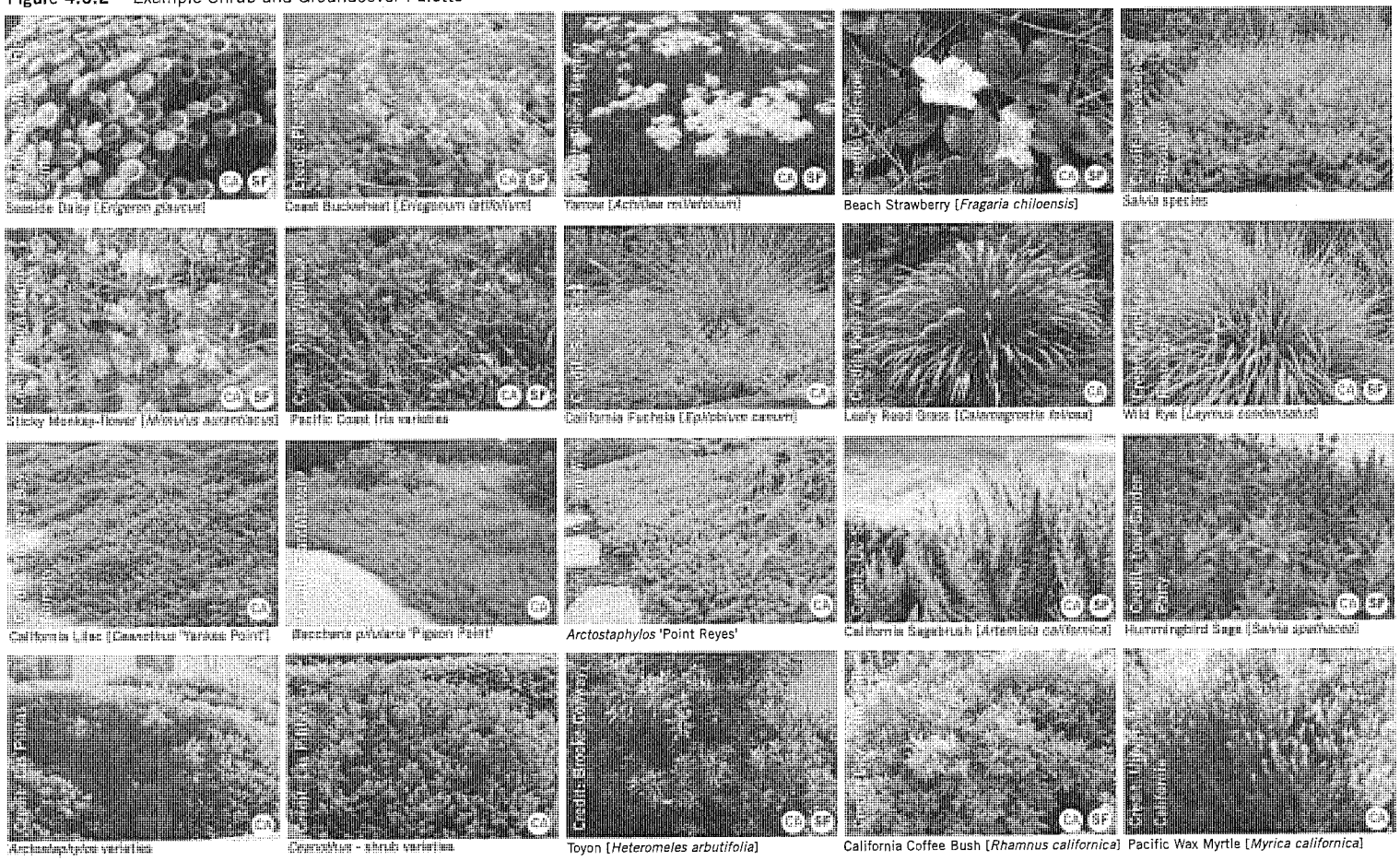


Figure 4.6.2 Example Shrub and Groundcover Palette*



(CA) CALIFORNIA NATIVE SPECIES
(SF) SAN FRANCISCO NATIVE SPECIES

*Refer to sfplantfinder.org for additional plant species that support biodiversity.

4.7 Stormwater Management

The Power Station's landscapes and building systems will be designed to work together to conserve, reuse, and filter water.

The project will be designed to integrate Low Impact Development (LID) strategies and green infrastructure to achieve compliance with San Francisco Stormwater Management Ordinance (SMO). LID strategies will include reducing stormwater runoff from impervious surfaces by integrating landscaping, permeable surfaces, rainwater harvesting and green roofs. Stormwater management facilities include primarily plant-based treatment measures, such as bioretention areas, including rain gardens, flow-through planters and green roofs. Infiltration may also be considered, but it is anticipated that the low infiltrating soils and documented underlying environmental contamination will challenge the feasibility of permeable pavement use as a stormwater measure on site. The green infrastructure will treat, reuse, or infiltrate stormwater and reduce volume and runoff rates prior to discharging to the Bay or the downstream system.

The project stormwater management system includes areas with a combined sewer system, which combines stormwater with other wastewater and sends it to wastewater treatment facilities prior to discharge to the bay, and other areas with a Separated Storm Drain System, which maintains stormwater runoff in a separate system that discharges directly to the Bay. The delineation of these areas is depicted on Figure 4.7.1. The stormwater management performance requirements for each of these areas are generally described below. Refer to section 16.1 of the Infrastructure Plan for additional information. Treatment and reduction of run-off as a result of said green infrastructure will prevent pollutants from washing into the Bay and reduce the project's impacts on the City's downstream system. Co-benefits, such as urban greening, improved air quality, biodiversity, and reduced urban heat island effect, can be provided by implementing LID and green infrastructure.

Site hydrology will be considered in the design of open spaces and streets in a systematic way, with green infrastructure as an integrated part of the public realm. Bioretention treatment areas (including stormwater treatment gardens & bioswales) will be seamlessly incorporated into the spatial, topographical, and circulation design of the Power Station's open spaces.

The standards, guidelines, and considerations in this section apply to open space areas, as well as streets. See Section 5.13 for stormwater management standards and guidelines that apply only to streets.

STANDARDS

4.7.1 Stormwater Management

Stormwater Control Plans will be provided to the San Francisco Public Utilities Commission (SFPUC) for review and approval.

4.7.2 Stormwater Treatment Area Requirements:

A) Localized Treatment

Required treatment volume for each street and open space shall be accommodated and located as close to the source as possible, unless stormwater can be treated in centralized locations.

B) Minimum Treatment Footprint Area and Performance Requirements

Minimum stormwater treatment footprint areas noted in the Infrastructure Plan shall be provided for treatment of impervious surfaces in each open space as well as potential watershed-scale treatment in large feature gardens around the Stack. Stormwater facilities shall conform to applicable performance and area requirements per the Infrastructure Plan, Chapter 16.

4.7.3 Stormwater Management Plant-Based Facility Design

Stormwater gardens within open spaces shall adhere to accessibility and safety standards. If directly adjacent to a pedestrian area, the top of the planted surface shall be no greater than 18 inches below the surface of adjacent paving. Design of stormwater gardens shall be integrated into the design of open spaces. See Figures 4.7.2 for ways to integrate stormwater landscaping into open spaces.

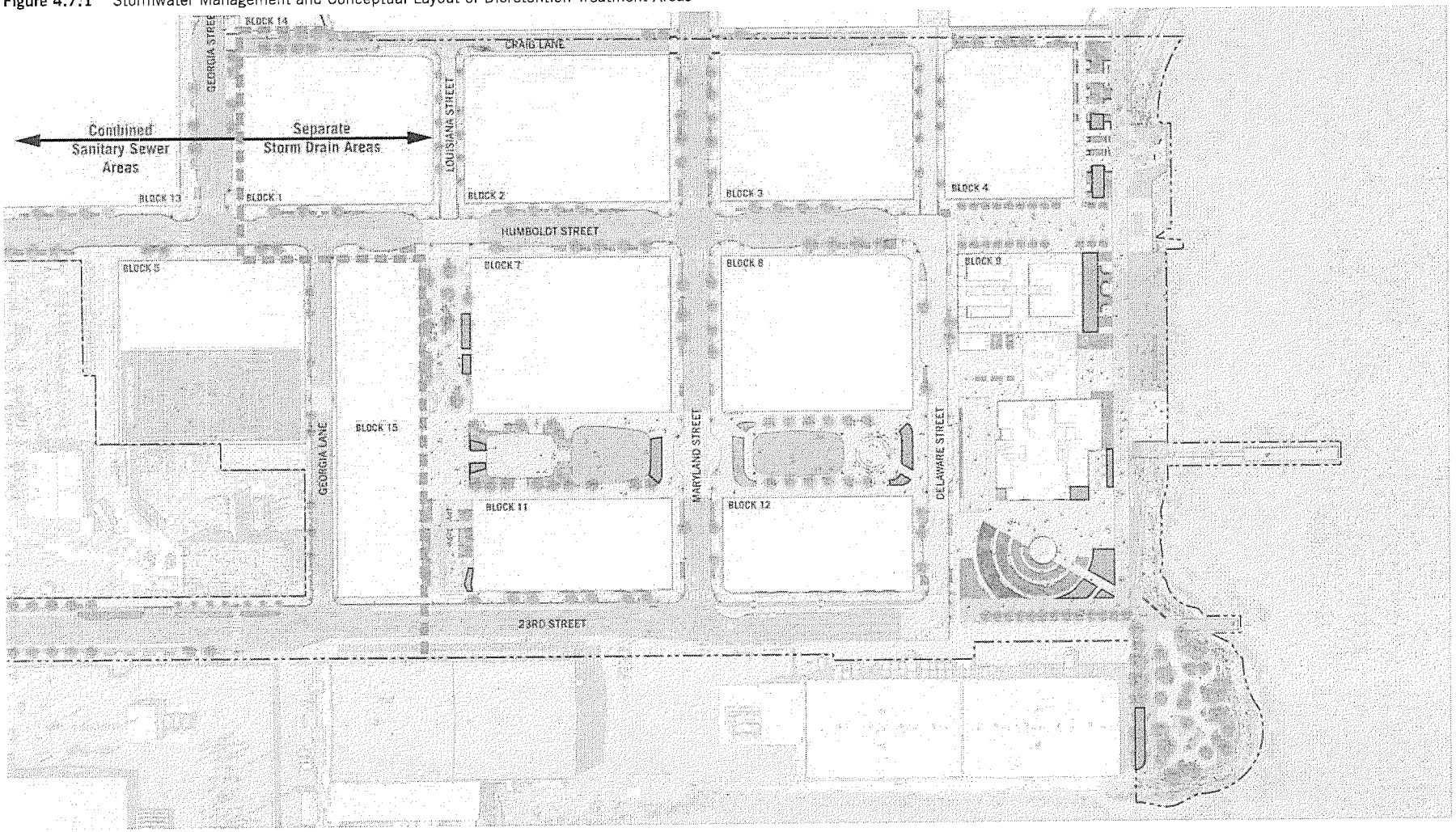
GUIDELINES

4.7.4 Stormwater Management

A) General

The public realm at the Power Station should include stormwater management for impervious areas within the open space network. The stormwater runoff from impervious surfaces will be directed to primarily plant-based stormwater management features, such as bioretention elements, including rain gardens and flow-through planters.

Figure 4.7.1 Stormwater Management and Conceptual Layout of Bioretention Treatment Areas



STORMWATER MANAGEMENT

Bioretention Zones

Bioretention Treatment Areas - Conceptual Layout

Boundary Between Combined Sanitary Sewer Areas and Separate Storm Drain Areas

B) Conceptual Management Strategy: Separated Storm Drain Areas

Within the Separated Storm Drain Areas of the project, stormwater treatment should be handled through plant-based treatment facilities integrated into the open spaces and streets. The treatment facilities will include specific localized treatment areas distributed throughout the open space and street areas. The treatment facilities will be centralized where feasible, which may include larger stormwater gardens around the Stack, and in Power Station Park, to which runoff is conveyed by gravity or force main for treatment. Figure 4.7.1 illustrates the conceptual management strategy.

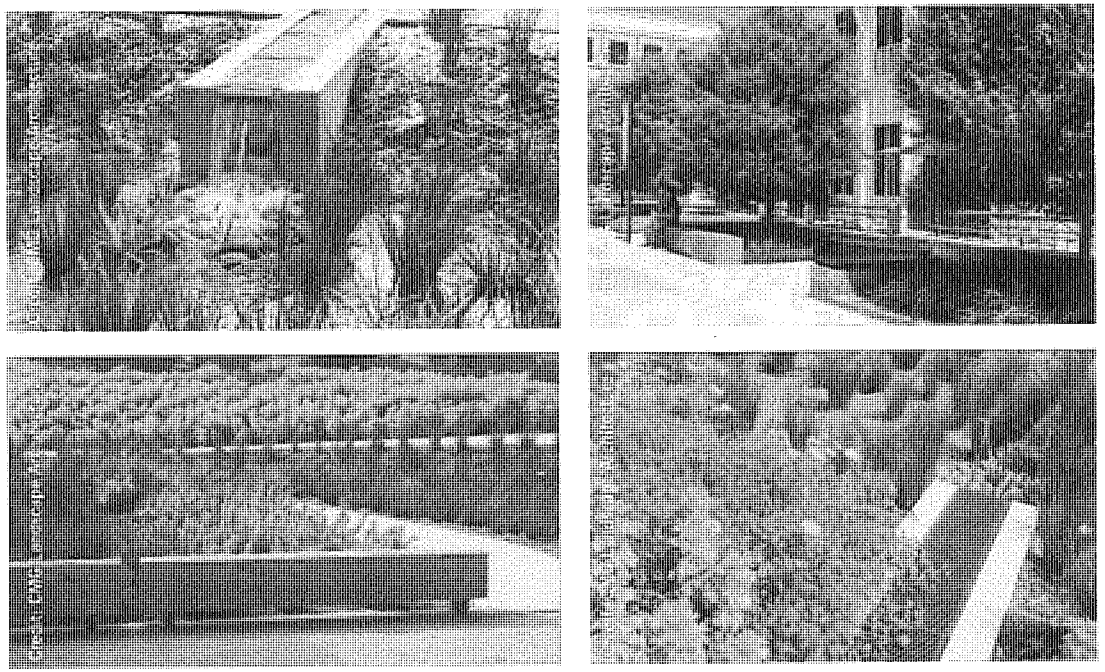
C) Conceptual Management Strategy: Combined Sewer Areas

Within the Combined Sewer Areas of the project, stormwater volume and rate reductions for the open space and streets should be achieved. This should be handled through a combination of plant-based stormwater management integrated into the open spaces and streets as well as credits achieved by excess volume and rate reductions from the buildings within the Combined Sewer Area. Figure 4.7.1 illustrates the conceptual management strategy.

4.7.5 Stormwater Management Plant-Based Facility Plant Selection

Use native and non-invasive plants that tolerate wet and dry conditions and are adapted to coastal climate. Refer to SFPUC-approved list of stormwater plants at SFplantfinder.org.

Figure 4.7.2 Precedent Images: Plant-Based Treatment Integrated into Open Space Design



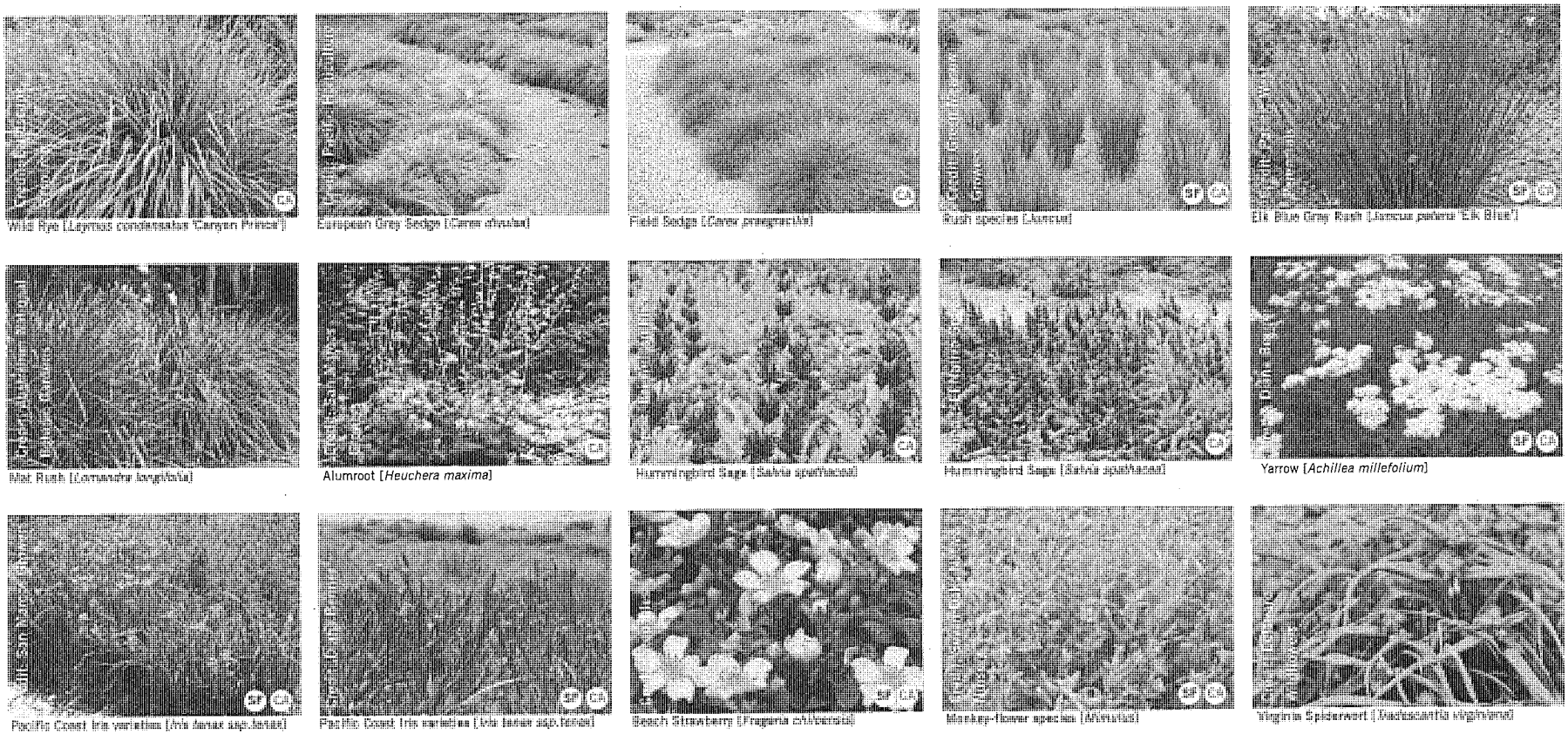
CONSIDERATIONS

4.7.6 Stormwater Management Plant-Based Facility Design

Stormwater gardens may integrate interpretive elements that explain their role in Bay ecosystem health and their function as part of San Francisco's larger wastewater system as well as their co-benefits, including biodiversity and urban greening. Interpretive elements may also highlight the site's historical transformation from electrical distribution systems to green infrastructure.

Salvaged infrastructure elements from the site may be incorporated into design of stormwater treatment gardens. To encourage public use and interaction with stormwater gardens, consider incorporating pathways, boardwalks, overlooks, and/or seating into garden designs.

Figure 4.7.3 Suggested Plant Palette for Stormwater Treatment Gardens*



(CA) CALIFORNIA NATIVE SPECIES
(SF) SAN FRANCISCO NATIVE SPECIES

*Refer to sfplantfinder.org for additional plant species that support biodiversity.

4.8 Site Irrigation

Irrigation is an essential element of plant health and should be incorporated into the site hydrology strategy for the Power Station.

STANDARDS

4.8.1 Site Irrigation

A) Irrigation During Plant Establishment Period

All plant species shall receive establishment irrigation for a minimum of three years. Where required, permanent irrigation infrastructure shall be provided.

B) Irrigation Efficiency

Irrigation systems shall comply with all standards in the San Francisco Water Efficient Irrigation Ordinance.

C) Recycled Water

On-site irrigation shall use non-potable water and shall comply with the San Francisco Non-Potable Water Ordinance.

D) Monitoring

Irrigation flow meters for all irrigation hydrozones shall be installed to record and monitor water use across the site.

GUIDELINES

4.8.2 Plant Species Hydrozones

Planting design should optimize irrigation efficacy by grouping plants with similar water needs into efficient irrigation hydrozones.

CONSIDERATIONS

4.8.3 Pressurized Drip Irrigation at Turf Areas

Overhead spray irrigation for turf areas should be avoided. Use of pressurized drip irrigation tubing at turf areas is recommended.

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4.9 Site Furnishing

Furnishing in the Public Open Spaces of the Power Station will help establish the identity of the district and neighborhood. Along with planting, lighting and paving, furnishing is an integral part of what makes the open space an inviting and comfortable part of the public network. The Power Station will implement a district-wide approach to furnishing that allows for variety while establishing a unified look and feel that contributes to a unique neighborhood identity.

STANDARDS

4.9.1 Seating Location
Seating shall be placed outside of the Pedestrian Throughway with a minimum of two-foot buffer (leg room) between the seat and Pedestrian Throughway. See Figure 4.9.1.

4.9.2 Outdoor Cafe and Restaurant Seating
Outdoor café and restaurant seating is allowed in all open space areas outside of the public right-of-way. For seating within sidewalks, see Section 5.14.2. Waterfront outdoor food service areas are subject to the controls in Section 4.19, while all other open space areas are subject to the standards listed in this sub-section:

Movable furnishings, including tables, chairs, umbrellas, heat lamps, planters, and other moveable furniture and fixtures, shall be permitted in open spaces adjacent to eating and drinking establishments.

- Placement of the above-mentioned furnishings adjacent to businesses must be within 20 feet of the building face and not obstruct the Pedestrian Throughway.
- Placement of the above-mentioned furnishings in open spaces shall not interfere with curb ramps, access to the building, driveways or access to any fire escapes in any way.
- The above mentioned furnishings must be removed at the end of business hours.

4.9.3 Tree Grates
Tree grates, where provided, shall be made of cast iron or steel and incorporate decorative design (see Figure 4.9.2 for example image). Tree grates shall meet ADA path-of-travel guidelines, and be flush with adjacent sidewalks and other pedestrian areas.

GUIDELINES

4.9.4 Bollards
Bollards that separate pedestrian traffic from vehicular traffic in curbless conditions should be selected and spaced to prevent automobiles from entering Pedestrian Throughways. Lighted bollards are allowed.

4.9.5 Waste Receptacles
Waste receptacles should be located at areas of high pedestrian traffic and near seating areas and picnic areas. They should be located outside of the Pedestrian Throughway. Receptacles should accommodate landfill waste, recycling, and compost. Receptacles should be rain protected, tamper and vermin proof, and possess side opening for collection.

4.9.6 Outdoor Grills
Outdoor public grills should be located at the Point. Select grills made with durable materials and finishes, such as cast iron or weathering steel. Grills should be selected for ease of maintenance. Select a standard product with readily replaceable parts.

4.9.7 Seating Character
Seating should be selected or designed to be inviting, comfortable, and accessible to all people. Benches, whether standard or custom designed, should be functional, and support a high-quality public realm. Seating materials should be chosen for suitability for high use in an urban setting, and ability to withstand the local marine environment. Seating should be constructed of durable materials, such as heavy timbers, hardwoods, cast iron, steel, and concrete.

4.9.8 Furnishing Compatibility with Third Street Industrial District
While a variety of seating and other furnishing is acceptable, effort should be made to unify individual open spaces with a cohesive family of seating and other furnishings. Furnishing should be compatible with and reflect the scale and industrial character of the district and be utilitarian in materiality and design. Interpretive elements may be incorporated into furniture design.

CONSIDERATIONS

4.9.9 Furnishing - Responsible Material Use
Furnishing should incorporate sustainable materials, such as recycled metals, sustainably sourced hardwoods, and locally sourced materials.

4.9.10 Furnishing Coordination with Pier 70
Waterfront site furnishing and fixtures should be coordinated with the Pier 70 project to ensure a general sense of cohesiveness and consistency across the two projects. Fixtures and furnishing should not be identical to those of Pier 70, but belong to a similar aesthetic family.

Figure 4.9.1 Location Map of Furnishing Types in Public Open Spaces

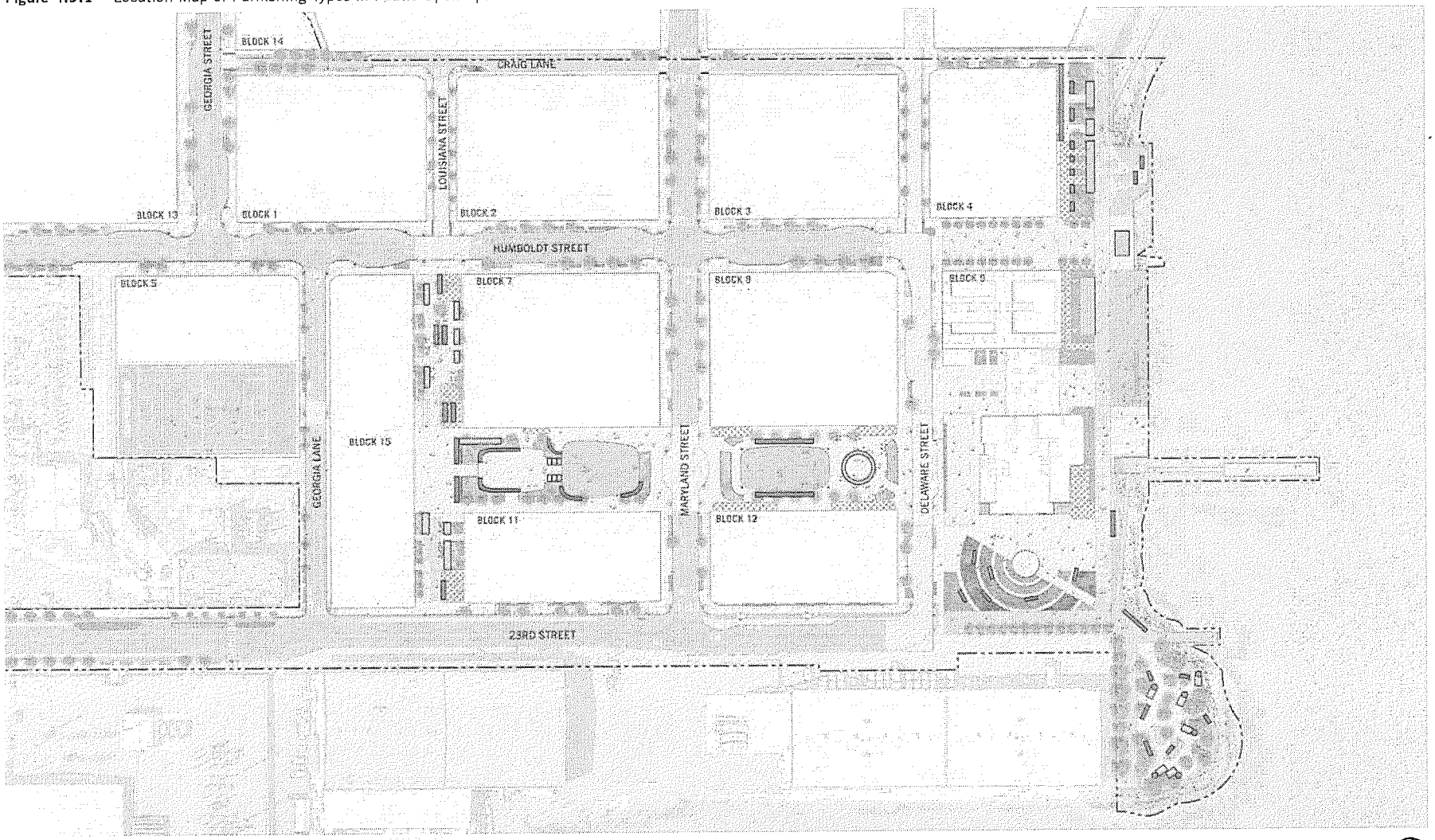
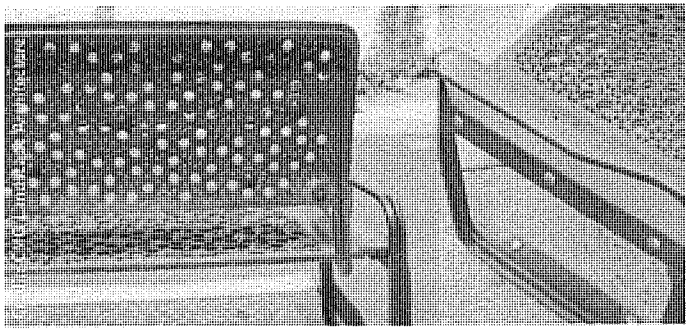
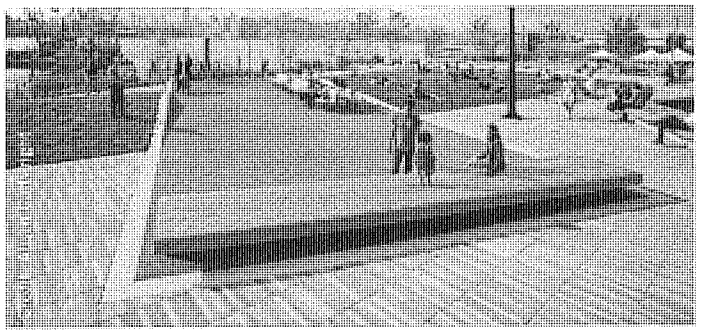


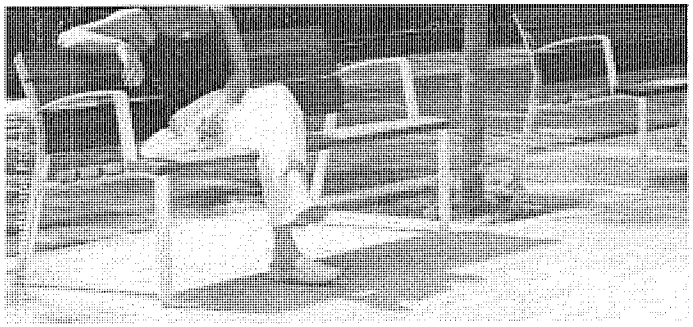
Figure 4.9.2 Site Furnishing Character: Precedent Images



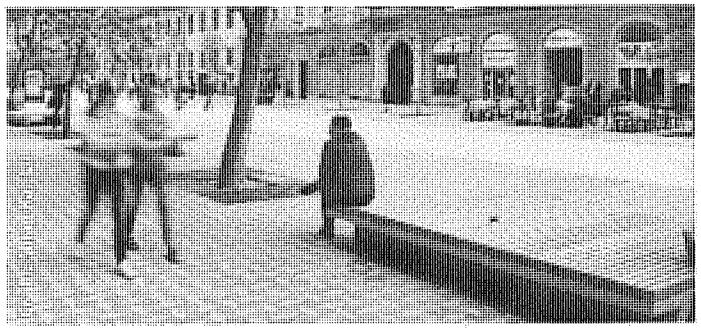
Custom cast-iron park benches, with and without backs.



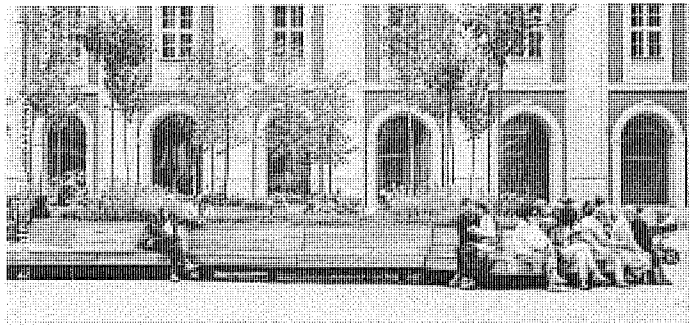
Waterfront platform benches directed toward view.



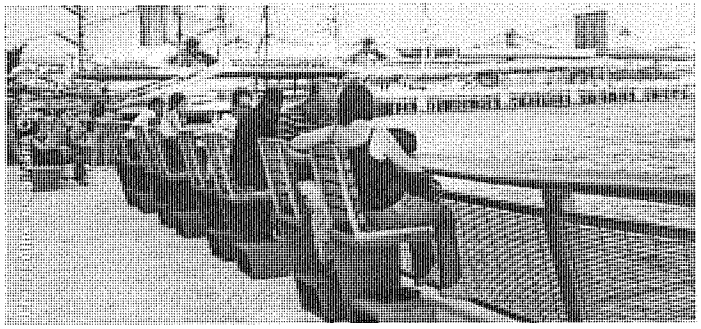
Manufactured park bench with back (cast aluminum and hardwood).



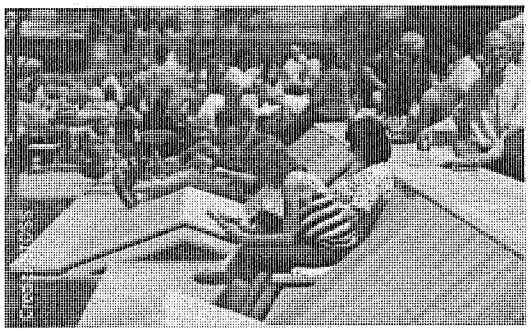
Plaza platform benches.



Modular benches with backs.



Waterfront seating in durable materials.



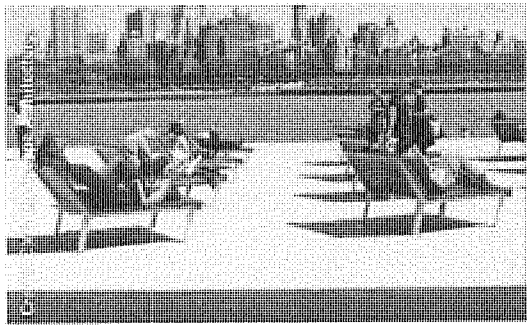
Architectural tiered seating / lounge.



Moveable chairs.



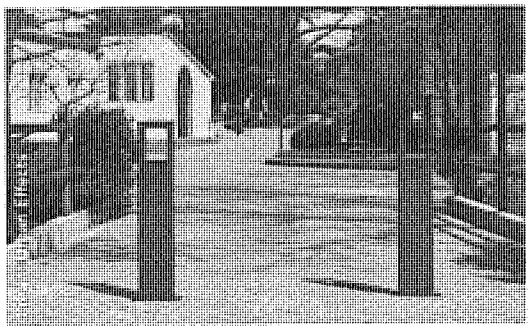
Public grills.



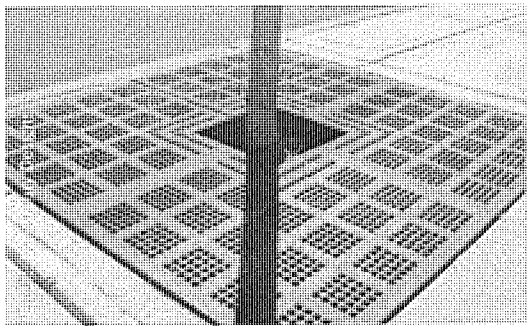
Lounges.



Whimsical moveable seating.



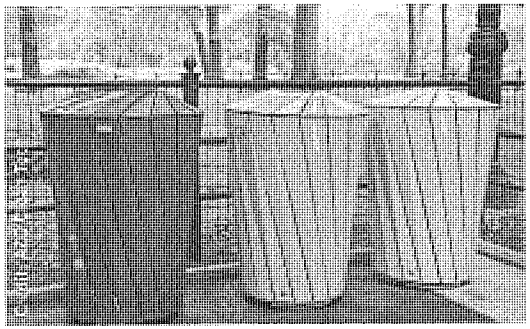
Weathered steel bollards.



Cast-iron tree grate, ADA-compliant, in attractive modern pattern.



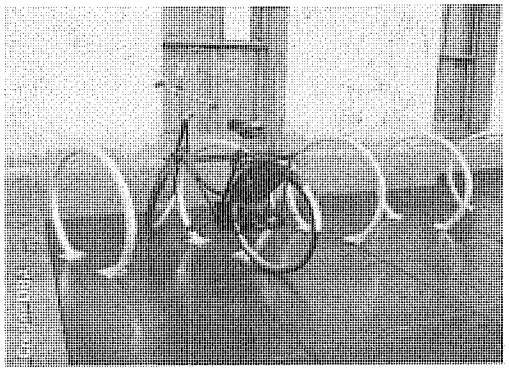
Picnic tables in durable materials



Waste receptacles.

4.10 Bicycle Parking

High-quality bicycle racks shall be located throughout the Public Open Spaces of the Power Station neighborhood to provide secure short-term bicycle parking for transportation-focused and recreational biking, and to express a commitment to cyclist and bicycle culture.



Bicycle Corral with circular bicycle racks.

STANDARDS

4.10.1 Bicycle Rack Placement
The location of bicycle racks will follow requirements outlined in the standards and guidelines below.

- Locate a minimum of 5 bicycle racks (10 bicycle parking spots) within or adjacent to each of the Power Station's nine open space areas.
- Bicycle racks will be located in well-lit, highly visible locations. Bicycle racks will be easy to use and conveniently located within parks and plazas adjacent to bicycle circulation routes.
- Placement shall maintain at least a 6-foot clear walkway, to comply with the ADA.
- At least 3 feet of clearance between bicycles parked at racks and any other furniture must be maintained, except other bicycle racks, which shall be placed a minimum of every 3 feet on center.
- Bicycle racks shall offer visibility to pedestrians with a minimum height of 31 inches.
- Bicycles parked at a rack shall have a minimum 1 foot clearance from utility vaults.

GUIDELINES

4.10.2 Design of Bicycle Racks
Standard SFMTA-approved bicycle racks should be installed for each open space. See Consideration 4.10.4 for considerations for artistic or custom designed racks.

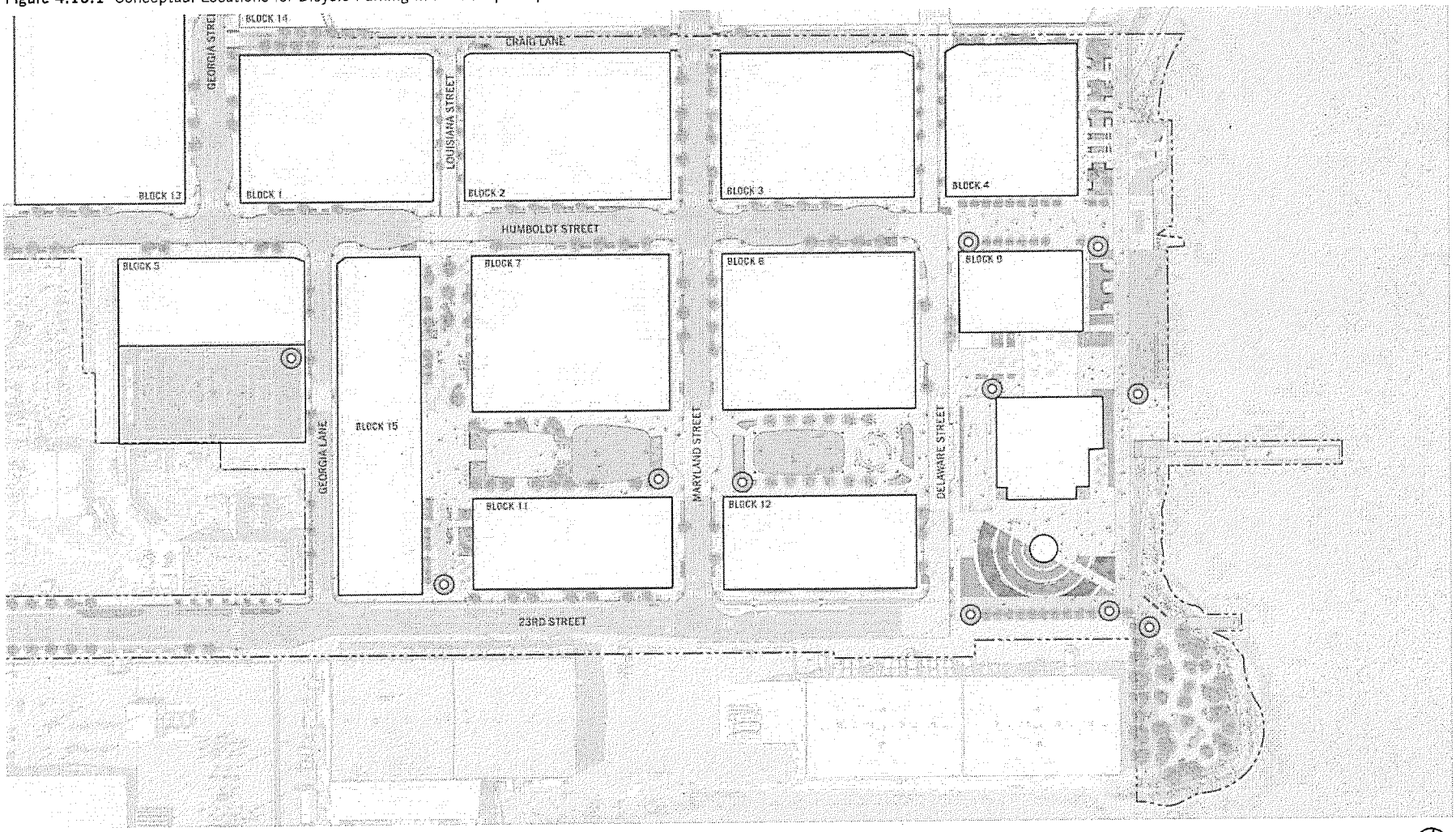
CONSIDERATIONS

4.10.3 Bicycle Corrals
Bicycle corrals (pictured on this page) are encouraged where space allows.

4.10.4 Artistic and Custom Designed Bicycle Racks
Artistic bicycle racks or custom designed racks integrated with other elements are permitted so long as they adhere to the following requirements:

- Bicycle racks should be durable and practical with a design similar in function to the inverted "U" or the Welle Circular bicycle rack. Bicycle racks should be made of galvanized or stainless steel materials or cast iron. Powder-coated finishes are not allowed.
- All elements of a bicycle rack should have a minimum 2-inch diameter (or 2-inch-square tube). Racks should offer a minimum of two points of support for bicycles unless the rack can support a bicycle in two places, such as a post and ring configuration.
- Allow locking of bicycle frames and wheels with U-Locks.
- Racks should not require lifting of the bicycle.

Figure 4.10.1 Conceptual Locations for Bicycle Parking in Public Open Spaces



BICYCLE PARKING

Conceptual Location for Bicycle Racks

Conceptual Locations

4.11 Paving and Materials

Paving is a key component that will help define the character, connectivity, and identity of the Power Station's varied open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian and bicycle circulation on the site. Paving connections to surrounding streets should be carefully considered for their impact on the larger neighborhood.

STANDARDS

4.11.1 Surfacing at Tree Planting
Where trees are planted in pedestrian areas, tree well surfacing material shall be within two inches of adjacent pedestrian paving.

4.11.2 Paving: Heat Island Effect
Materials that reduce the urban heat island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher shall be selected for use in areas that are predominantly unshaded by tree canopy or buildings.

GUIDELINES

4.11.3 Surfacing at Tree Planting
Where trees are planted in paving, surfacing material should allow air and water to reach tree roots.

4.11.4 Material Quality and Consistency
Paving and built-in site elements should be composed of high-quality materials and finishes. All materials should be durable and capable of withstanding high-intensity use in the Bay environment. All material textures in designated path-of-travel and accessible-use areas should be ADA-compliant.

4.11.5 Utilites and Paving Design
Paving design in open spaces should be coordinated with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities.

4.11.6 Paving Types
Paving should be a key component that defines the character, connectivity, and extent of the Power Station's varied public realm.

A) Special Paving at Plazas
Use contrasting, high-quality paving that distinguishes plaza spaces as areas that prioritize pedestrians and encourage gathering. Plaza spaces should incorporate concrete unit pavers, stone pavers, or cast-in-place concrete with integral color and/or exposed aggregate finish. Refer to paving and materials images and descriptions in Figure 4.11.1.

B) Blue Greenway
Cast-in-place concrete with integral color and/or topcast finish is recommended for the Blue Greenway. Coordinate paving design with the Pier 70 Blue Greenway to either match or complement paving finish, color, and score pattern.

4.11.7 Character and Uniformity
Paving and hardscape elements should incorporate industrial elements and materials into the design. Design elements should use simple geometric forms, regular or repeating paving patterns and utilitarian materials such as simple masonry pavers.

CONSIDERATIONS

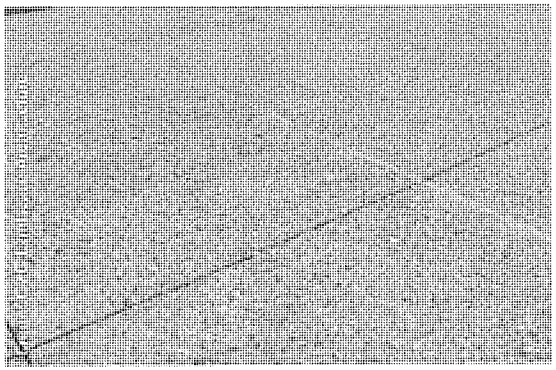
4.11.8 Permeable Paving
Where feasible, and where underlying soil conditions allow, permeable paving, such as pre-cast permeable concrete unit pavers may be used.

4.11.9 Wood Decking
Durable hardwood decking is allowed. Consider using wood decking at Bay overlooks and at waterfront terraces. Use sustainable forest products (FSC-certified) or recycled wood.

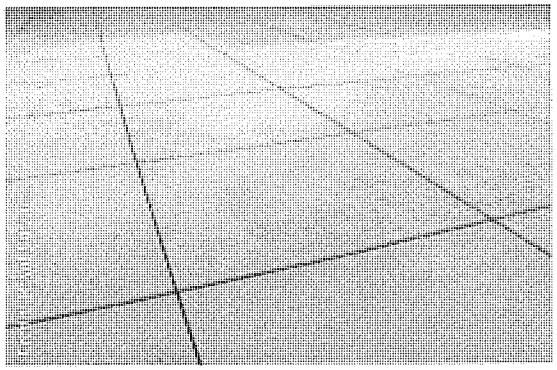
4.11.10 Responsible Material Use
Use sustainable paving materials, including recycled, local, and sustainably sourced materials. Consider conducting a life-cycle assessment to identify embodied carbon drivers for the site and quantify reduction potential for key elements and materials. Consider opportunities for reuse of demolition waste from the site.

4.11.11 Character and Uniformity
Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integrated lights, or juxtaposition of scale or material. Salvaged masonry units from the site's existing buildings should be included, if feasible and safe for public use.

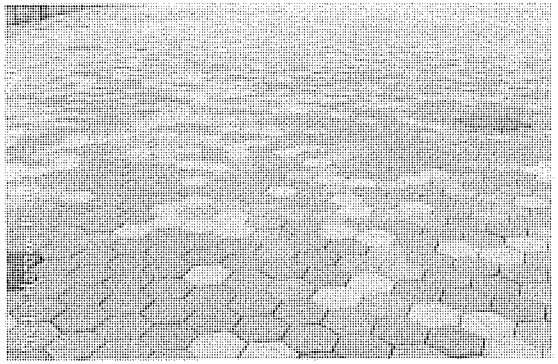
Figure 4.11.1 Example Paving Types for Open Spaces



Cast-in-place concrete with integral color and/or exposed aggregate finish.



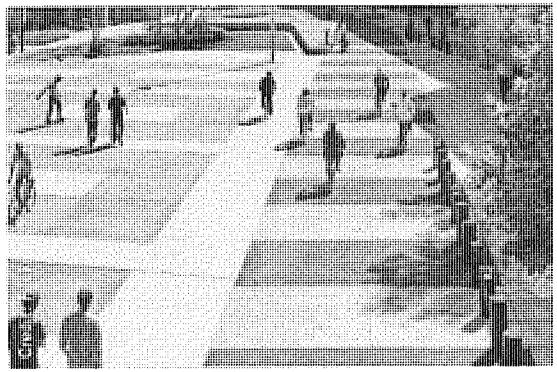
Enhanced cast-in-place concrete with saw-cut joints.



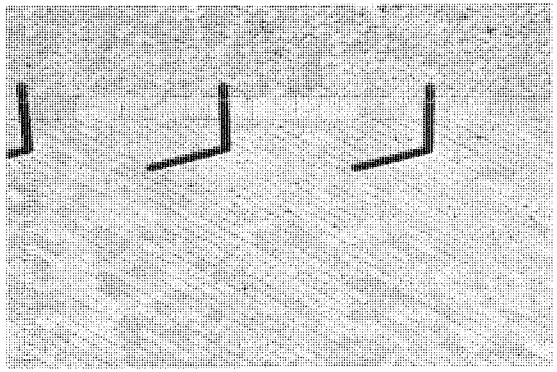
Pre-cast concrete unit pavers and pre-cast permeable concrete unit pavers.



Wood decking made of durable hardwood appropriate for coastal conditions.



Enhanced concrete and/or pre-cast unit pavers with contrasting pattern.



Stone unit pavers.

4.12 Ground-Level On-Structure Open Space Design

Several portions of the Power Station's open spaces may be built over structured parking. These areas include Humboldt Street Plaza, Power Station Park, Craig Lane Paseo, and Louisiana Paseo (See Figure 4.12.1). If structured parking is planned beneath any of these open spaces, the following standards shall be followed to ensure that below-grade structures are designed to allow for viable landscapes in the open spaces atop these structures.

STANDARDS

4.12.1 Structural Coordination

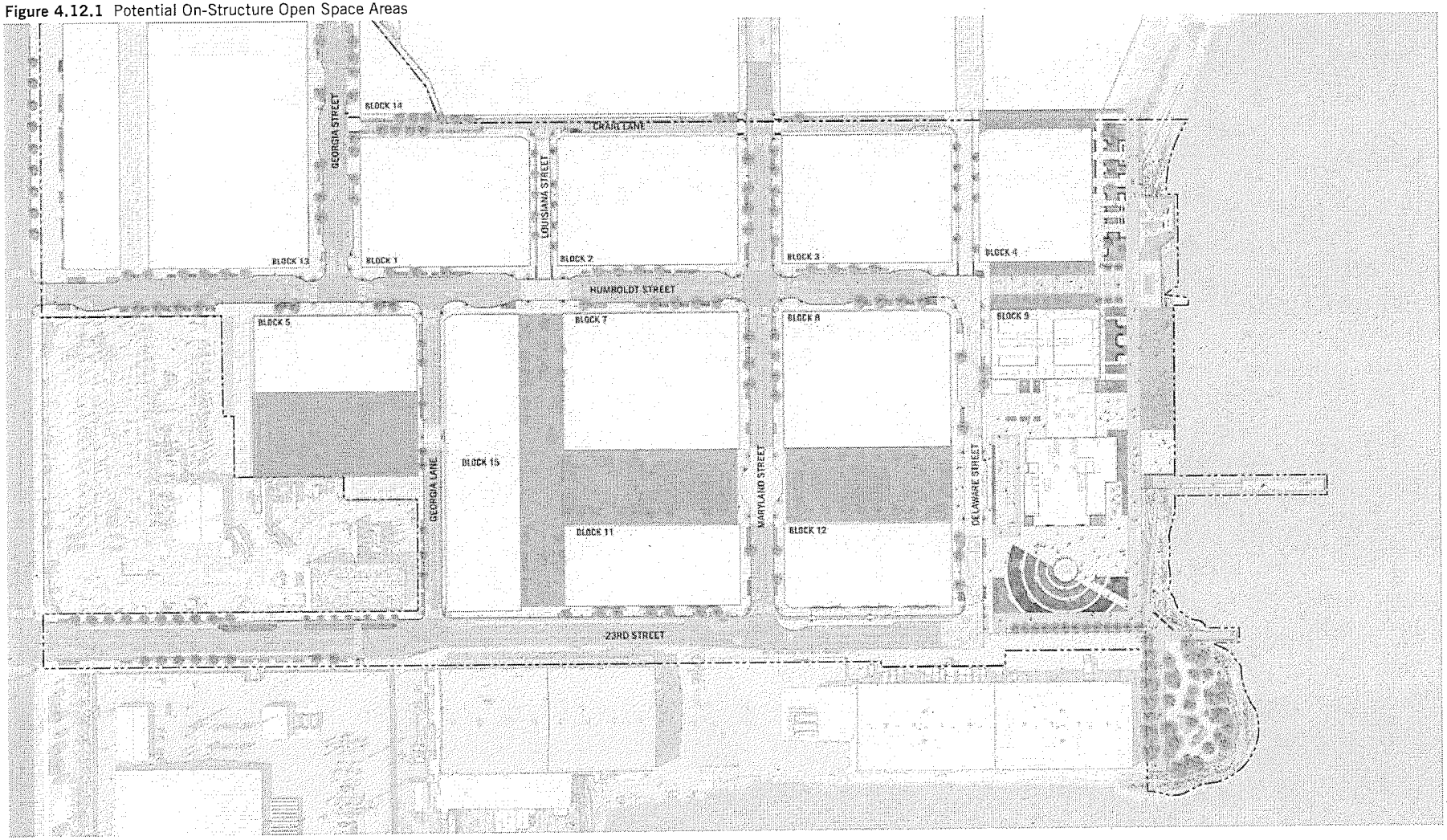
As depicted on Figure 4.12.1, there are areas where the open spaces may be built on top of structures. Structures beneath open space shall be designed and constructed to withstand and support robust and viable landscapes. Structures shall allow sufficient space between the top of the structural slab and the finished grade in the open space to allow for paving areas, ground cover planting, tree planting, drainage, footings for play structures, overhead structures, and large seating elements.

A) Structures shall accommodate 18 to 24 inches of soil depth in groundcover planting areas.

B) Structures shall accommodate 36 to 48 inches of soil depth for tree planting.

C) Structures shall be designed to withstand anticipated loading of emergency and maintenance vehicles.

Figure 4.12.1 Potential On-Structure Open Space Areas



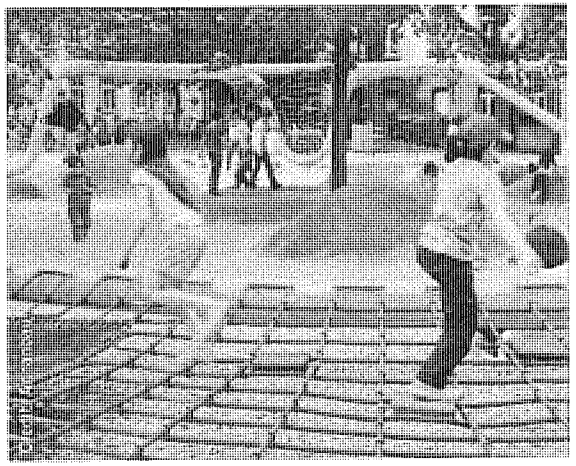
4.13 Wellness

Health, fitness, and wellness will be a primary focus of the Power Station's open spaces. This includes open turf areas for yoga and fitness classes, play areas for all ages, a generous waterfront trail for biking and walking, and athletic fields for a range of age groups and activities. Figure 4.13.2 depicts the health and wellness activities that are envisioned throughout Power Station open spaces.

Figure 4.13.1 Health and Wellness Precedent Images



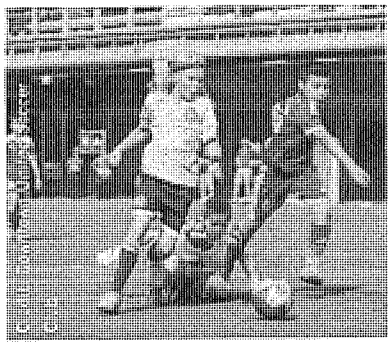
Temporary farmer's market In open space.



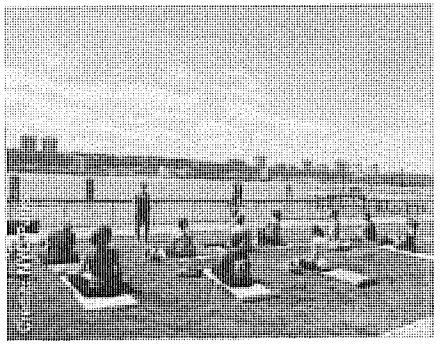
Children's playground.



Adult fitness playground.

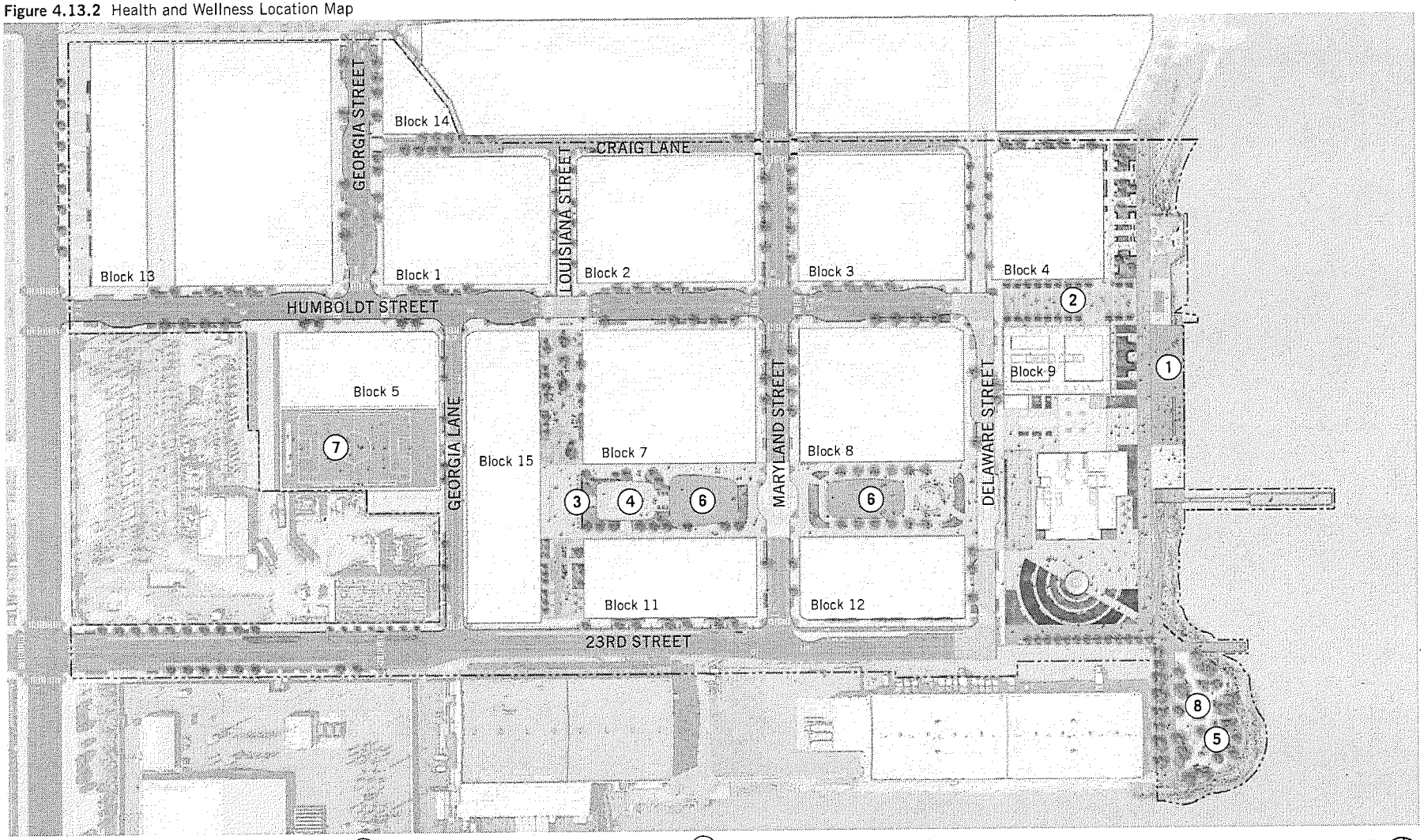


Rooftop under-10 soccer field.



Fitness activities on lawn.

Figure 4.13.2 Health and Wellness Location Map



1. Fitness Lawn / Multi-Purpose Lawn
2. Farmer's Market Area
3. Adult Fitness
4. Children's Playground
5. Quiet Contemplation / Meditation
6. Under-6 Soccer Field / Multi-Purpose Lawn
7. Rooftop Under-10 Soccer Field
8. Nature Discovery

4.14 Public Art

The Power Station's open spaces will provide opportunities to integrate interactive art and recreational amenities that may also act as interpretive elements for the site's unique history and its sustainable future.

Public art of scale can contribute significantly to the urban design of the Power Station when placed at key locations, such as the terminus of a view corridor, to draw visitors through the public realm to a point of destination. Public art can also contribute to wayfinding by acting as a landmark and memorable feature within the public realm network.

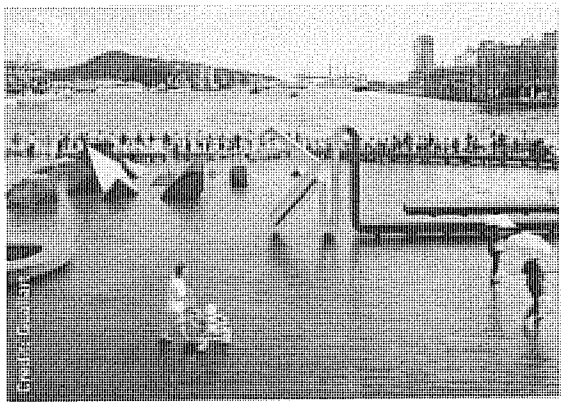
CONSIDERATIONS

4.14.1 Public Art Locations

Permanent public art pieces may be located in Waterfront Park, the Point, Turbine Plaza, Humboldt Street Plaza, Power Station Park, and Louisiana Paseo. Suggested locations within these open spaces for public art can be found in Figure 4.14.1. Temporary public art may be located in any open space and should comply with all controls for those spaces.

4.14.2 Public Art Interpretive Elements

Public art installations may relate to, describe, or otherwise engage with the layered history of the site, doubling as interpretive exhibits. Public art installations may also relate to or highlight the unique climatic/ ecological conditions of the site.

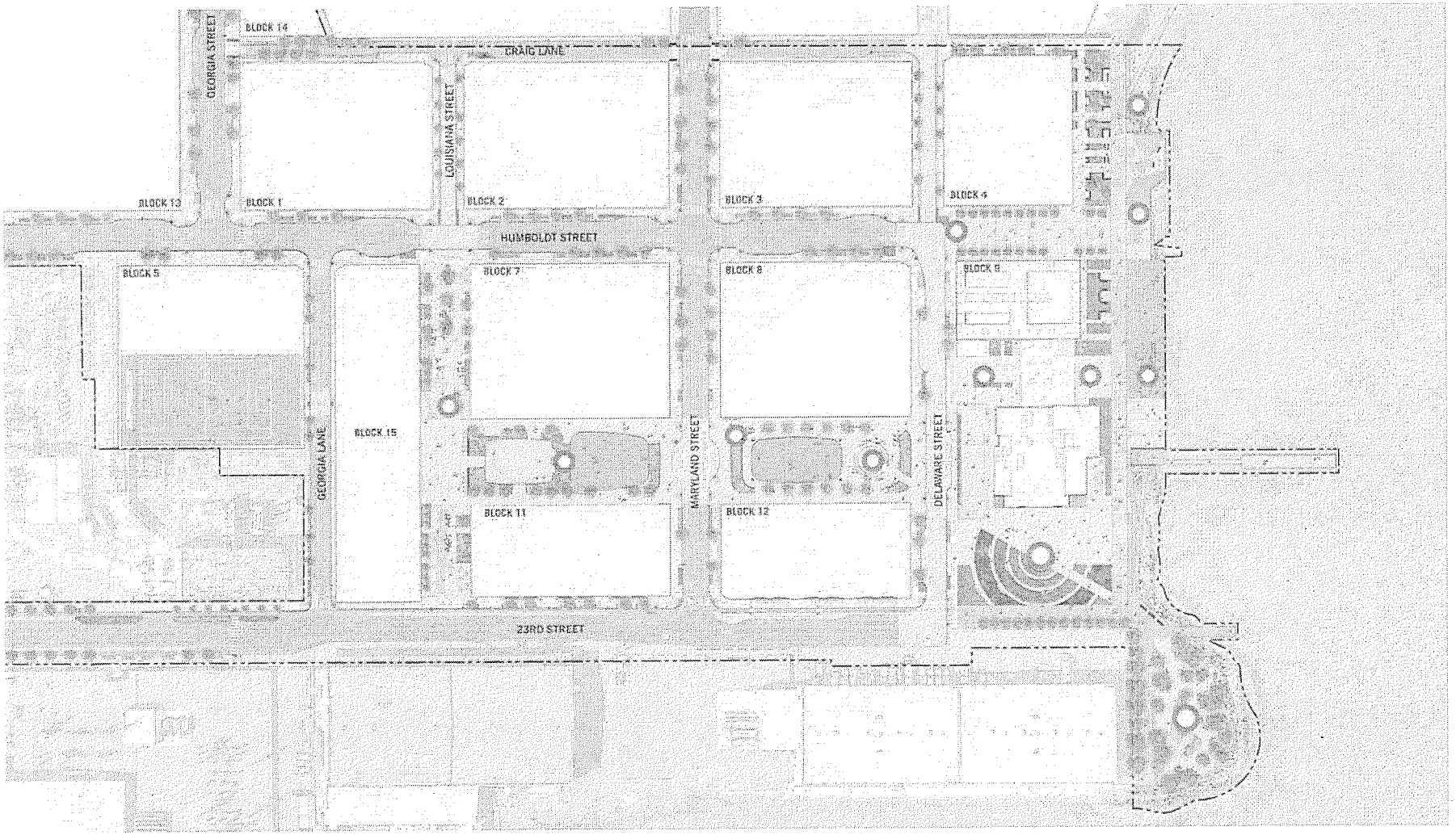


Public art example.



Sculpture play example.

Figure 4.14.1 Conceptual Locations for Public Art



4.15 Carts and Kiosks in Open Space

A limited number of food service and/or retail Carts and Kiosks will be allowed to operate within the open spaces of the Power Station. (See Table 4.15.1 for number and size restrictions within specific open spaces.)

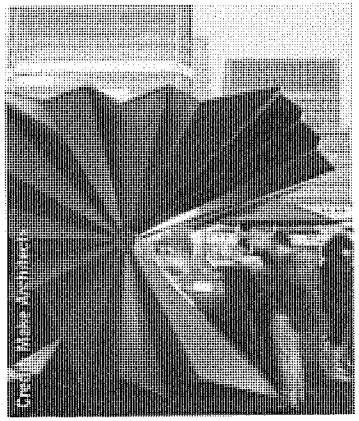
STANDARDS

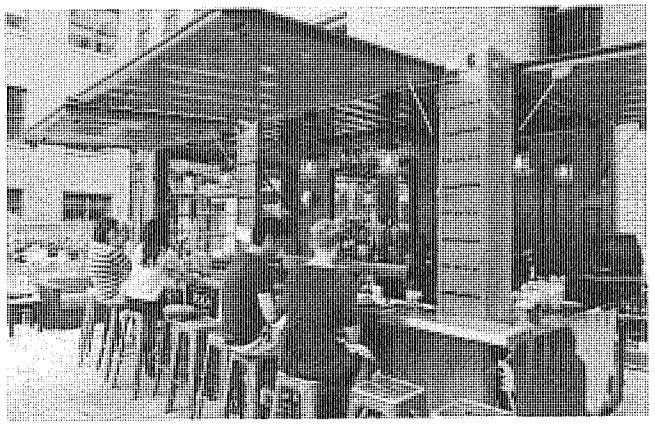
4.15.1 Location of Carts and Kiosks
Carts and Kiosks shall not block accessible paths of travel or areas for Emergency Vehicle Access (EVA). (See Table 4.15.1 for limits on the number of Carts and Kiosks per open space location.)

4.15.2 Size of Carts and Kiosks
The maximum size of any Cart or Kiosk located within public open space is 200 square feet.

GUIDELINES

4.15.3 Visual Interest of Kiosks
Kiosks should be visually interesting even when closed.


Retail Kiosk example.


Cafe Kiosk in a modified shipping container example.


Cafe Cart example.

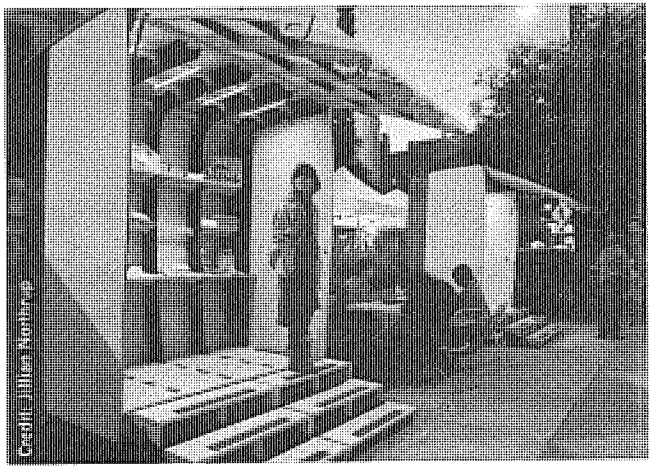

Maker Kiosk example.

Figure 4.15.1 Conceptual Locations for Carts and Kiosks

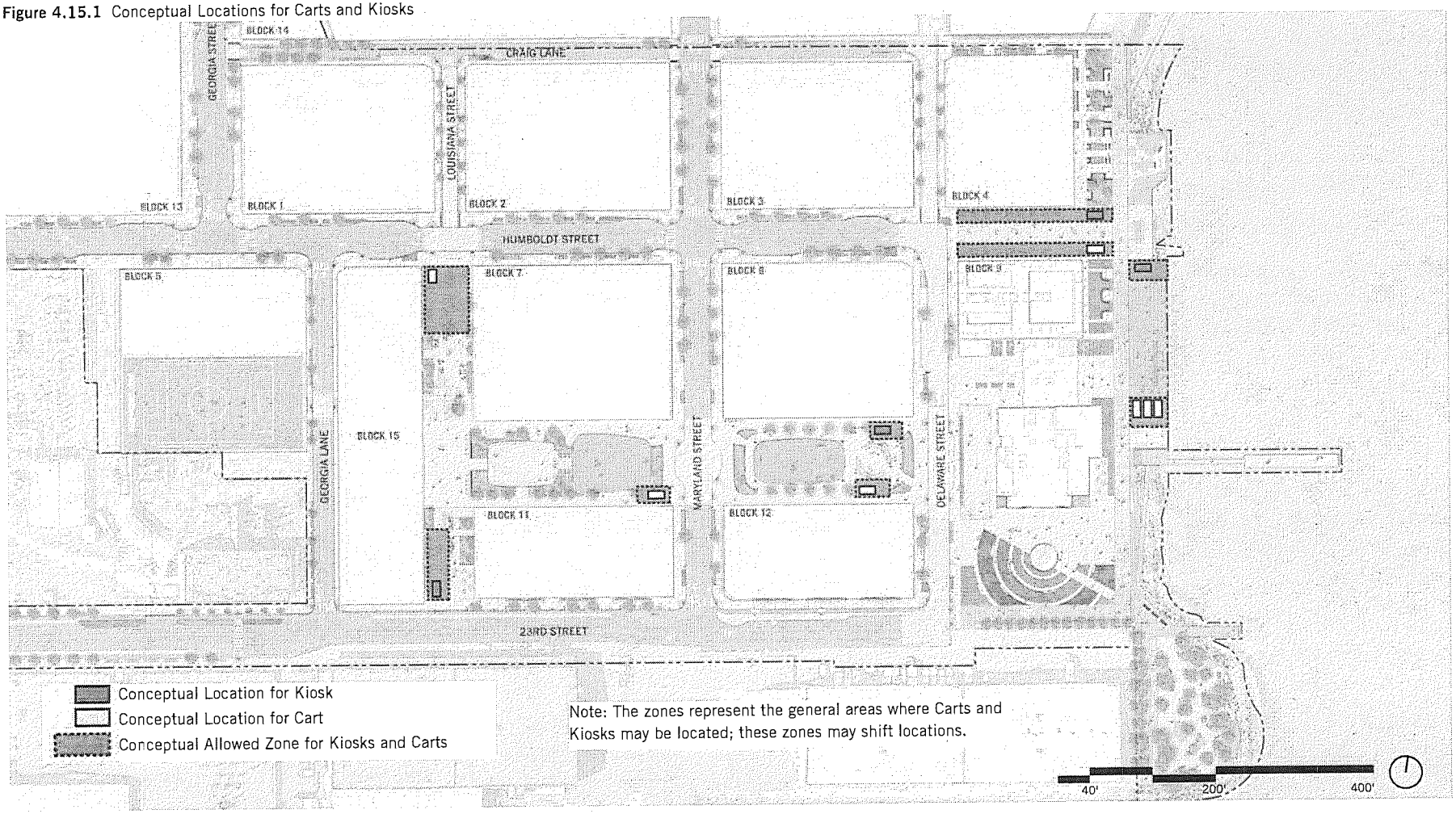


Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces

USE/LOCATION	LOUISIANA PASEO	POWER STATION PARK	HUMBOLDT STREET PLAZA	BLOCK 9 OPEN SPACE	STACK PLAZA	WATERFRONT PARK
Cart (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 2 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 3 in this open space
Kiosk (not larger than 200 square feet)	Limit of 1 in this open space	Limit of 1 in this open space	Limit of 1 in this open space	Not permitted	Not permitted	Limit of 1 in this open space

4.16 Waterfront Open Spaces

The Waterfront Open Spaces at the Power Station will be a vibrant series of active parks that emphasize the relationship between people and the Bay. The open spaces will provide an array of amenities for both the larger Bay Area population and local neighborhood communities within San Francisco. The design of Waterfront Open Spaces will allow expansive views of the Bay and environs and increase physical access to the waterfront and to the Bay itself.

A generous new portion of the Blue Greenway will link a series of unique public spaces that offer a range of activities.

The general standards and guidelines for planting, stormwater management, accessibility, sea level rise planning, and programming that are delineated in this section (4.16) apply to the entire open space area shown in the Waterfront Open Spaces Concept Plan Overview in Figure 4.16.1. In addition, this section describes specific standards and guidelines for the Waterfront Park Blue Greenway, recreational dock, Bay overlook terraces, Bay shore planting and stormwater gardens, and outdoor seating areas.

This section should be read in conjunction with the sections that cover in detail the distinct spaces of Waterfront Open Spaces: the Point, Stack Plaza, Block 9 Open Space (including Turbine Plaza and Unit 3 Entry Plaza), and Humboldt Street Plaza (4.20 through 4.24).

STANDARDS

4.16.1 Public Access
Portions of Waterfront Open Spaces that are within BCDC jurisdiction shall be publicly accessible, subject to the terms of the BCDC permit. All other areas will be subject to public access controls contained in the Development Agreement.

4.16.2 Publicly Accessible Restroom
A publicly-accessible restroom shall be located in Block 9, and be open when it is reasonable to expect substantial public use.

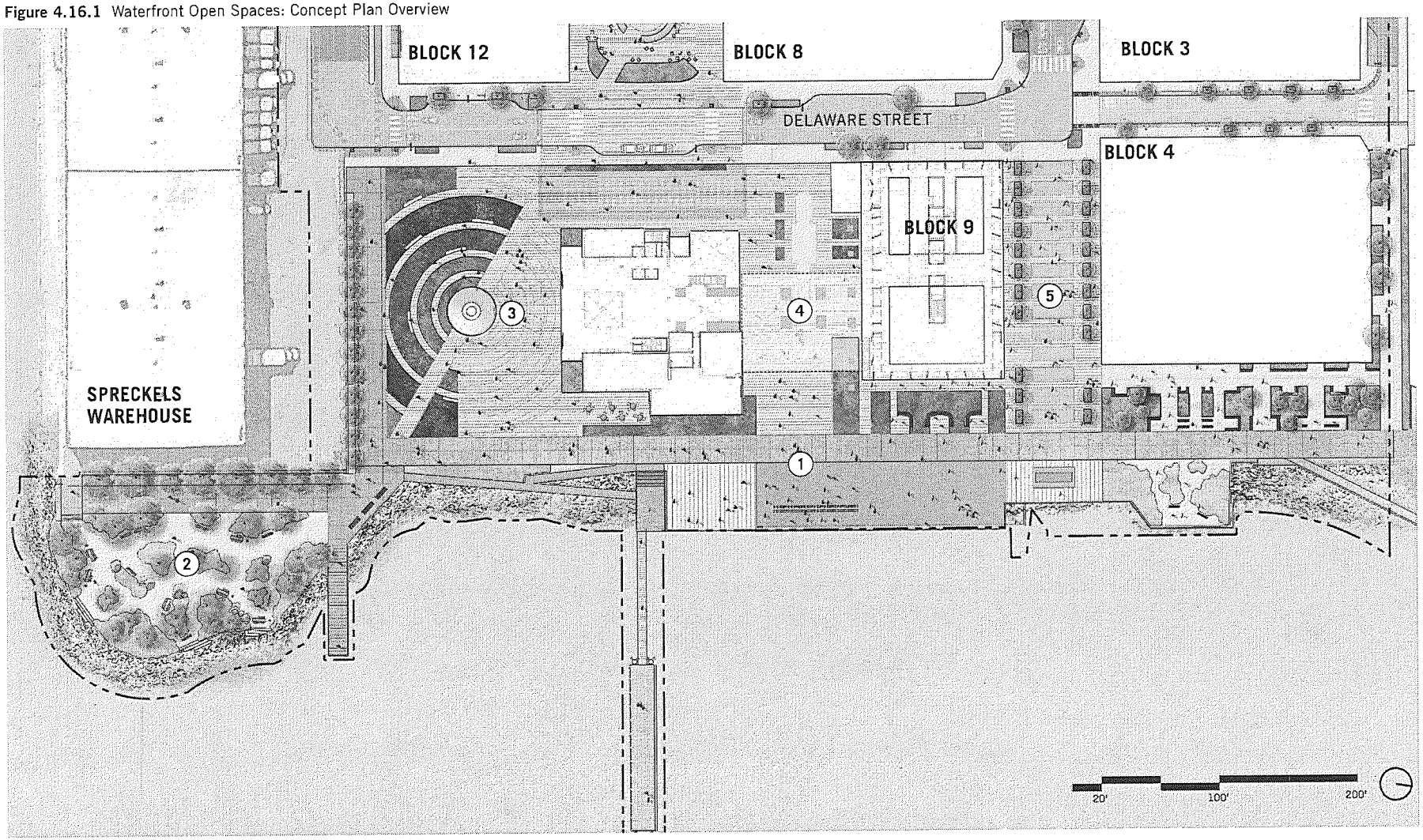
GUIDELINES

4.16.3 Visual Access
Waterfront Open Spaces should provide views to the water from both sides of the Blue Greenway. First branching height and spacing of trees should facilitate these views.

4.16.4 Public Uses and Amenities
Waterfront Open Spaces should provide both active and passive program uses along with waterfront ecological amenities, including native Bay shore planting with habitat value. At least one drinking fountain should be located within Waterfront Open Spaces. The amenities and features shown in figure 4.16.1 are permitted in Waterfront Open Spaces.

4.16.5 Stormwater Treatment Areas
Waterfront Open Spaces should include stormwater treatment gardens of varying sizes to treat runoff from impermeable surfaces. Stormwater gardens must be functionally and aesthetically integrated into the experience of the park. See Section 4.7 for general planting standards and guidelines for stormwater treatment areas.

Figure 4.16.1 Waterfront Open Spaces: Concept Plan Overview



WATERFRONT OPEN SPACES

Concept Plan Overview

1. Waterfront Park: Section 4.19
2. The Point: Section 4.20
3. Stack Plaza: Section 4.21
4. Block 9 Open Spaces 4.22-423
5. Humboldt Street Plaza: Section 4.24

4.17 Waterfront Open Spaces: Circulation

STANDARDS

4.17.1 Waterfront Open Spaces Circulation: Blue Greenway

The waterfront multi-use trail, the Blue Greenway, shall provide a direct north–south waterfront route for pedestrians and bicyclists along the length of the Waterfront Open Spaces, connecting to Pier 70 at the north and 23rd Street at the south. The Blue Greenway shall not be accessible to automobiles or trucks (with the exception of emergency and maintenance vehicles).

4.17.2 Blue Greenway: Clear Width

The Blue Greenway shall provide a clear width of 20 feet.

4.17.3 Blue Greenway: Universal Access

The Blue Greenway shall be ADA-compliant.

4.17.4 Blue Greenway: Bicycle Connections

The Blue Greenway shall connect to bicycle facilities on 23rd Street. Signage, warning cues, and controls shall be included in the Blue Greenway trail to minimize pedestrian and bicycle conflict.

4.17.5 Recreational Dock Access Path

Should a recreational dock be constructed, an ADA-compliant path shall be provided for access to the recreational dock from the Blue Greenway.

4.17.6 Path to the Pier 70 Shoreline Path

An ADA-compliant pedestrian path shall be provided for access from the Blue Greenway at the northern end of the Power Station to the shoreline path at Pier 70.

GUIDELINES

4.17.7 Pedestrian Throughway Connections at Key Places

Circulation in Waterfront Open Spaces should reinforce important Pedestrian Throughway connections between the Blue Greenway and the other open space areas, including clear east–west pedestrian routes with linkages to 23rd Street, Power Station Park, and Humboldt Street, and to Delaware Street through Stack Plaza, Block 9 Open Space (including Turbine and Unit 3 Entry Plazas), Humboldt Street Plaza, and Craig Lane.

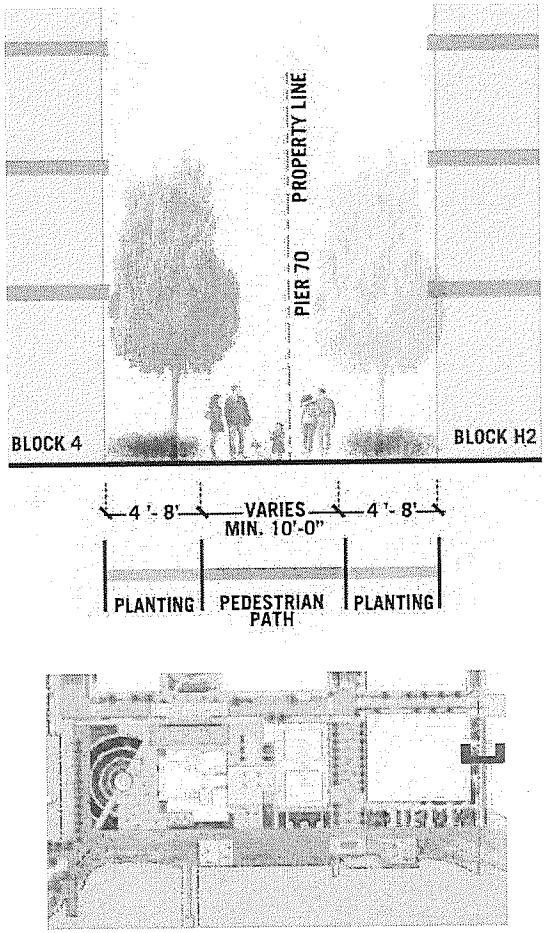
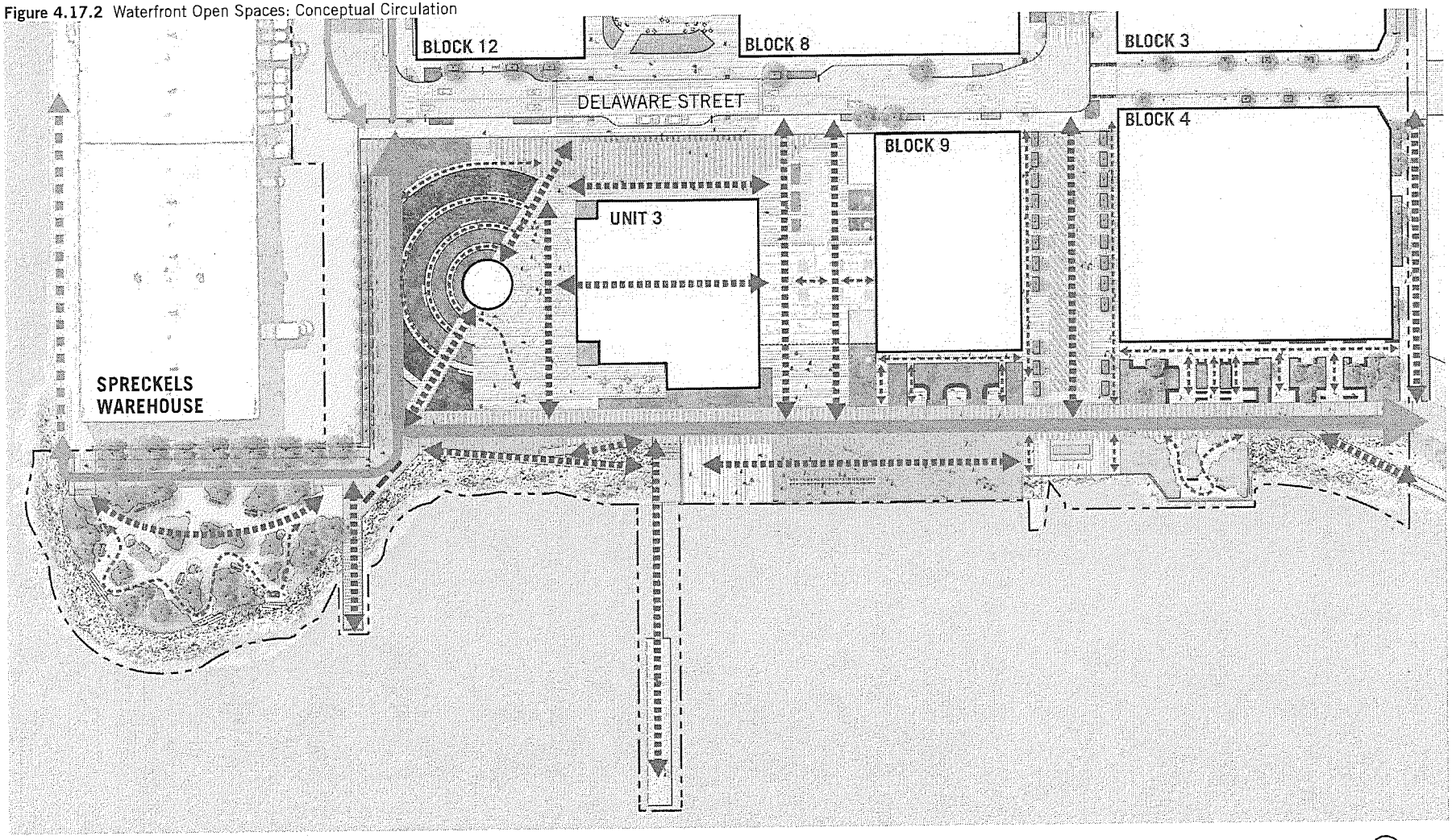


Figure 4.17.1 Section: Craig Lane Paseo

Figure 4.17.2 Waterfront Open Spaces: Conceptual Circulation



WATERFRONT OPEN SPACES OVERVIEW

Conceptual Circulation

- Blue Greenway
- Blue Greenway (Potential Future Continuation by Others)
- Pedestrian Circulation
- Connection to Bicycle Routes
- EVA Lane

4.18 Waterfront Outdoor Food Service Areas

The Waterfront Open Spaces will provide many ways to experience the beauty of its special location along the Bay. One of these experiences will be outdoor dining or drinking. While the great majority of seating along the waterfront will be entirely public, some outdoor restaurant or cafe seating will enliven the waterfront experience at the Power Station.

STANDARDS

4.18.1 Waterfront Outdoor Food Service Areas

Permanent, semi-permanent, and movable furnishings such as tables, chairs, umbrellas, heat lamps, and fire pits for eating and drinking use, shall be permitted on the east side of the buildings constructed on Blocks 4 and 9. The shaded areas in Figure 4.18.1 indicate potential locations for this use. Within these areas, up to 60 percent of the area may be reserved for exclusive use by eating and drinking establishments during business hours. This reserved area may be contiguous. The remainder of these areas shall be open to the public and shall not require patronage of any eating and drinking establishment. Food service areas must remain clear of the Blue Greenway at all times.

4.18.2 Signage for Public Seating in Waterfront Outdoor Food Service Areas

Signage shall be provided to clearly indicate that public seating is open to the public without having to patronize the eating and drinking establishment.

GUIDELINES

4.18.3 Public Seating in Waterfront Outdoor Food Service Areas

Public seating should be of high quality, and differentiated from reserved seating at adjacent eating and drinking establishments.

4.18.4 Reserved Seating in Waterfront Outdoor Food Service Areas

Areas of reserved seating for eating and drinking establishment used during business hours should serve as attractive and functional public spaces during non-business hours. These spaces should include at least some permanent, non-movable seating.

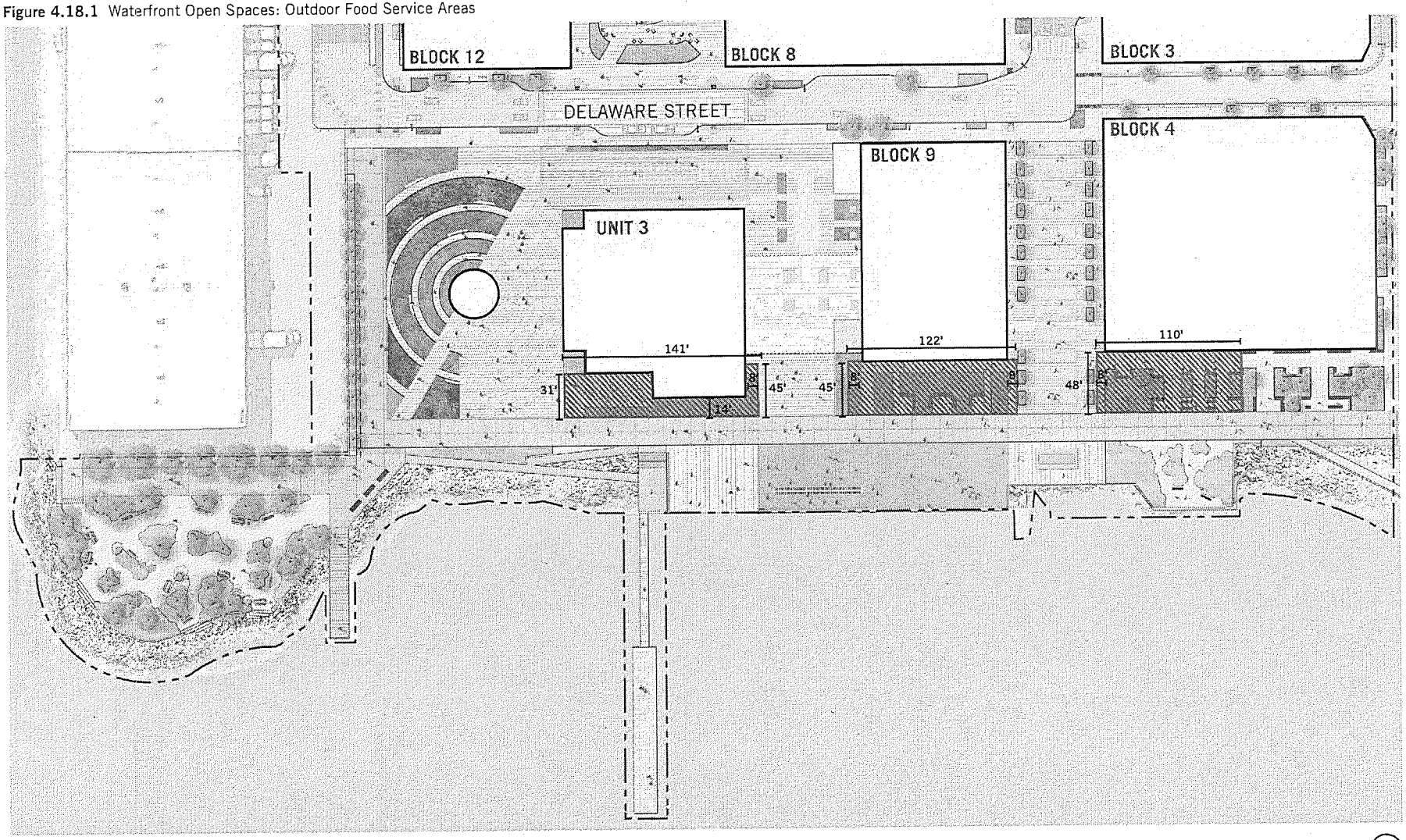


Example of restaurant seating adjacent to public seating and promenade.



Example of cafe seating along the waterfront.

Figure 4.18.1 Waterfront Open Spaces: Outdoor Food Service Areas



4.19 Waterfront Park

Waterfront Park is generally bounded by the Point to the south, the northern boundary of the Blue Greenway along 23rd Street, the Bay to the east, the northern boundary of Craig Lane Paseo, and the western boundary of the Blue Greenway parallel to the shoreline. See Figure 4.19.1

GUIDELINES

4.19.1 Bay Overlook Terrace at Unit 3
Opposite Block 9 Open Space, on the water side of the Blue Greenway, an open, accessible Bay overlook terrace should be designed to allow pedestrian access to the water's edge at the elevation of the Blue Greenway. Comfortable seating compliant with Guideline 4.9.7 should be provided at this overlook.

4.19.2 Bay Overlook Terrace at Humboldt Street Plaza
A waterside plaza should be designed as an extension of Humboldt Street Plaza, allowing public access to the water's edge at the terminus of Humboldt Street. The same paving type and pattern used at Humboldt Street Plaza should continue into the waterside overlook terrace, broken only by the Blue Greenway paving.

4.19.3 Public Seating
Public seating should be designed and selected to be integrated with elements in the waterfront landscape. Permanent public seating should be provided at overlook terraces and along the Blue Greenway.

4.19.4 Fitness and Multi-Purpose Lawn
An open natural turf area for picnicking and exercise should be designed on the water side of the Blue Greenway east of Block 9.

4.19.5 Bay Shore Planting Areas
Planted areas, featuring a diverse palette of Bay-appropriate native plants, should be incorporated into the design on both sides of the Blue Greenway. Pedestrian path access is allowed in these areas. See Section 4.6 for example plant palettes for these areas.

4.19.6 Stormwater Management
Stormwater management gardens should be designed as integral parts of open space designs and as integral parts of larger planting designs. See Section 4.6 for general planting standards and guidelines for stormwater treatment areas. Refer to Figures 4.7.2 and 4.7.3 for examples of integrated stormwater management design and a suggested stormwater management plant palette.

4.19.7 Waterfront Outdoor Dining Areas (Block 4)
Waterfront Park includes outdoor dining areas in front of Block 4. See Section 4.18 for applicable Standards and Guidelines.

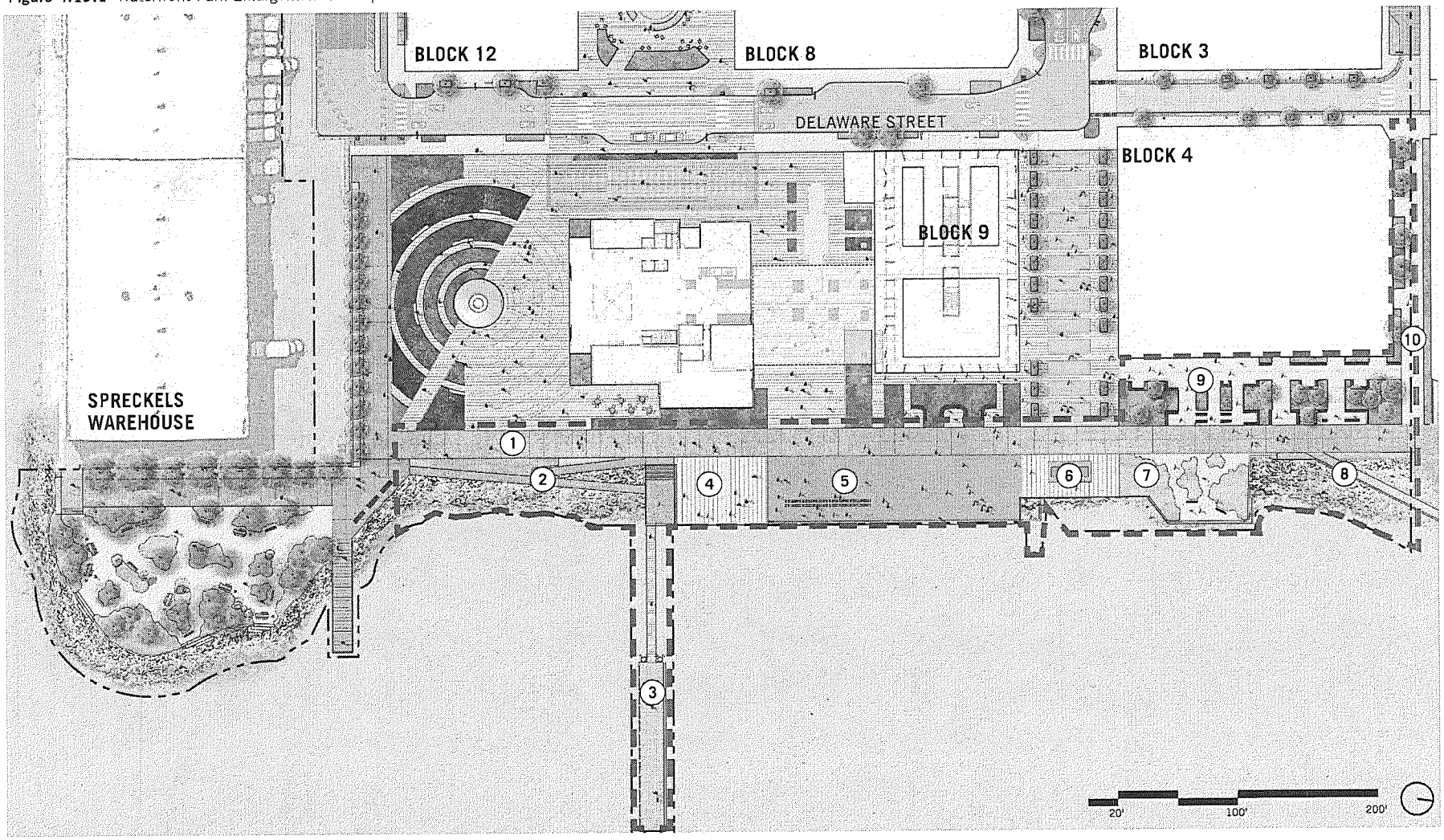
CONSIDERATIONS

4.19.8 Recreational Dock
The Project Sponsor may construct a recreational dock in the location shown on the Waterfront Park plan (Figure 4.16.1).

4.19.9 Bay Overlook Terrace Paving
Bay overlook terrace paving should be special paving that contrasts with and complements Blue Greenway paving. Durable hardwood decking, unit pavers, and/or concrete with special finish and score patterns should be considered. If wood decking is used, special consideration should be given to using woods and finishes that can withstand maritime shoreline conditions and heavy pedestrian traffic.

*See Sections 4.20 through 4.24 for detailed standards and guidelines for The Point, Stack Plaza, Unit 3 Entry Plaza and passenger loading, Turbine Plaza, and Humboldt Street Plaza.

Figure 4.19.1 Waterfront Park Enlargement Concept Plan



WATERFRONT PARK

Concept Plan

1. Blue Greenway
2. Recreational Dock Access Path
3. Potential Recreational Dock
4. Bay Overlook Terrace at Unit 3
5. Multi-Purpose Lawn
6. Bay Overlook Terrace at Humboldt Street Plaza
7. Bay Shore Planting
8. Path to Pier 70 Shoreline Path
9. Outdoor Food Service Area
10. Craig Lane Paseo

Waterfront Park Boundary

4.20 The Point

Situated apart from the more social uses associated with Block 9, the Point will be a quieter place of natural planted areas, informal discovery play, and casual seating and picnicking. A Bay overlook, built upon the existing footprint of a decommissioned power plant intake structure, will allow visitors to walk out over the Bay and take advantage of the panoramic views of the East Bay, South Bay, and Bay Bridge. The plan for the Point includes a section of Blue Greenway that will allow for the future connection of the Blue Greenway system from the Power Station waterfront to Warm Water Cove around the east and south sides of the existing Spreckels Warehouse to the south of the project site. The Point may also include public art and/or elements of an interpretive program, such as interpretive exhibits.

STANDARDS

4.20.1 Circulation
A Pedestrian Throughway shall be established through the Point open space, including an accessible path of travel to each amenity in this area.

4.20.2 Blue Greenway Extension
A minimum 20-foot-wide section of the Blue Greenway shall be integrated into the design of the Point along its western edge. A planted buffer having a minimum width of 8 feet shall be maintained between the Point's western property line and the future Blue Greenway extension behind the Spreckels Warehouse and connecting to Warm Water Cove.

4.20.3 Amenities
The following amenities shall be provided within the Point: picnic areas with picnic tables and benches, discovery play features, seating, lighting, outdoor grills, and waste receptacles. The amenities and features shown in figure 4.20.1 are permitted at The Point.

4.20.4 Program
Temporary programs and activities shall be permitted to occur on the Point, subject to Exhibit L-2 of the Development Agreement.

4.20.5 Planting
Tree, shrub, and groundcover planting shall adhere to the general standards and guidelines set forth in Sections 4.5, 4.6, and 4.7.

GUIDELINES

4.20.6 Materials
Natural paving materials such as crushed stone, stabilized crushed stone, and bark mulch should be selected to enhance the natural aesthetic of this area. Select accessible materials to allow wheelchair access to at least one instance of each amenity type listed in 4.20.3.

4.20.7 Furnishing
See Section 4.9 for standards and guidelines. The look and feel of furnishing in this area should fit with the theme of a natural shoreline environment. Durable hardwood, cast-in place concrete, or precast concrete are preferred furnishing materials. Locate seating near natural play area. Permanent grills are allowed.

4.20.8 Lighting
See Section 7 for standards and guidelines. Maintain minimum light levels for safety at primary amenity areas. Shoreline planted areas should be kept free of lighting.

4.20.9 Discovery Play Area
Site elements that allow for informal play and discovery should be integrated in the design of the park. Elements such as boulders, reclaimed logs, and stumps are examples of site elements that could be considered "discovery play" elements. Salvaged materials and artifacts from the site may be incorporated into this area if feasible and safe for public use.

4.20.10 Bay Overlook at 23rd Street: Paving
The paving, railings, and other features of this overlook should be integrated in the overall design theme of a natural shoreline environment. Durable hardwood decking, unit pavers, and/or concrete with special finish and score patterns should be considered. If wood decking is used, special consideration should be given to using woods and finishes that can withstand maritime shoreline conditions and heavy pedestrian traffic.

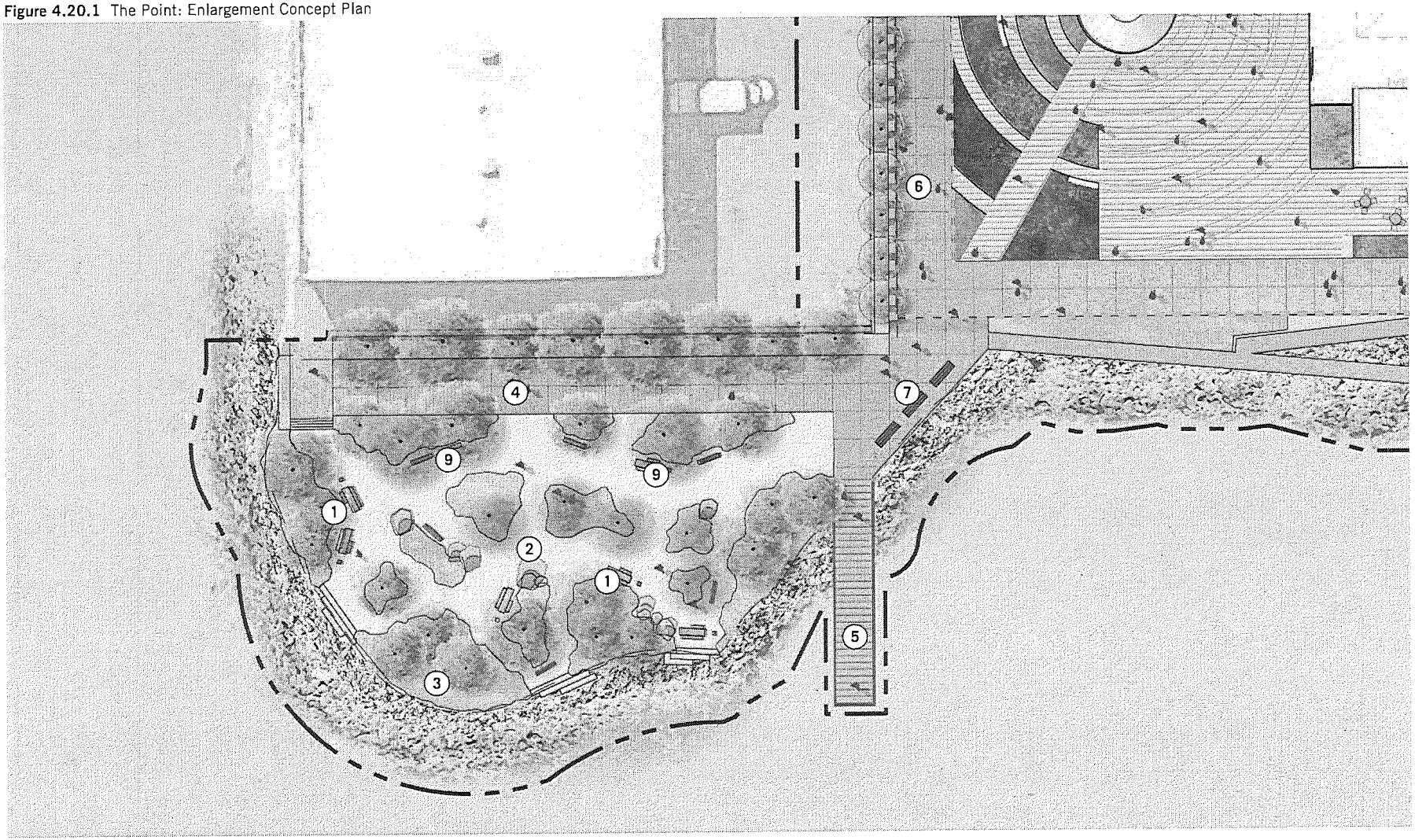
CONSIDERATIONS

4.20.11 Furnishing
Consider shaded seating within the Point.

4.20.12 Bay Overlook at 23rd Street
A Bay overlook should be designed in the area of the existing intake structure at the end of 23rd Street providing access to the Bay edge, if the existing structure is found to be structurally adequate. If the existing structure is not structurally adequate to support a Bay overlook, the existing intake structure may not be incorporated into the design.

4.20.13 Transition Between 23rd Street and The Point
The Point should incorporate a clear and graceful transition between the natural character of the Point and the more industrial, urban character of Stack Plaza and the Blue Greenway to the north.

Figure 4.20.1 The Point: Enlargement Concept Plan



THE POINT

Conceptual Informal Open Space for Picnicking and Nature Discovery

1. Picnic Area
2. Discovery Natural Area and Informal Play
3. Bay Shore Planting Area
4. Blue Greenway Extension
5. Potential Bay Overlook at 23rd Street
6. Blue Greenway
7. Seating

EVA Access

10' 20' 50'

The Point

Figure 4.20.2 The Point: Bird's-eye Concept View Looking North

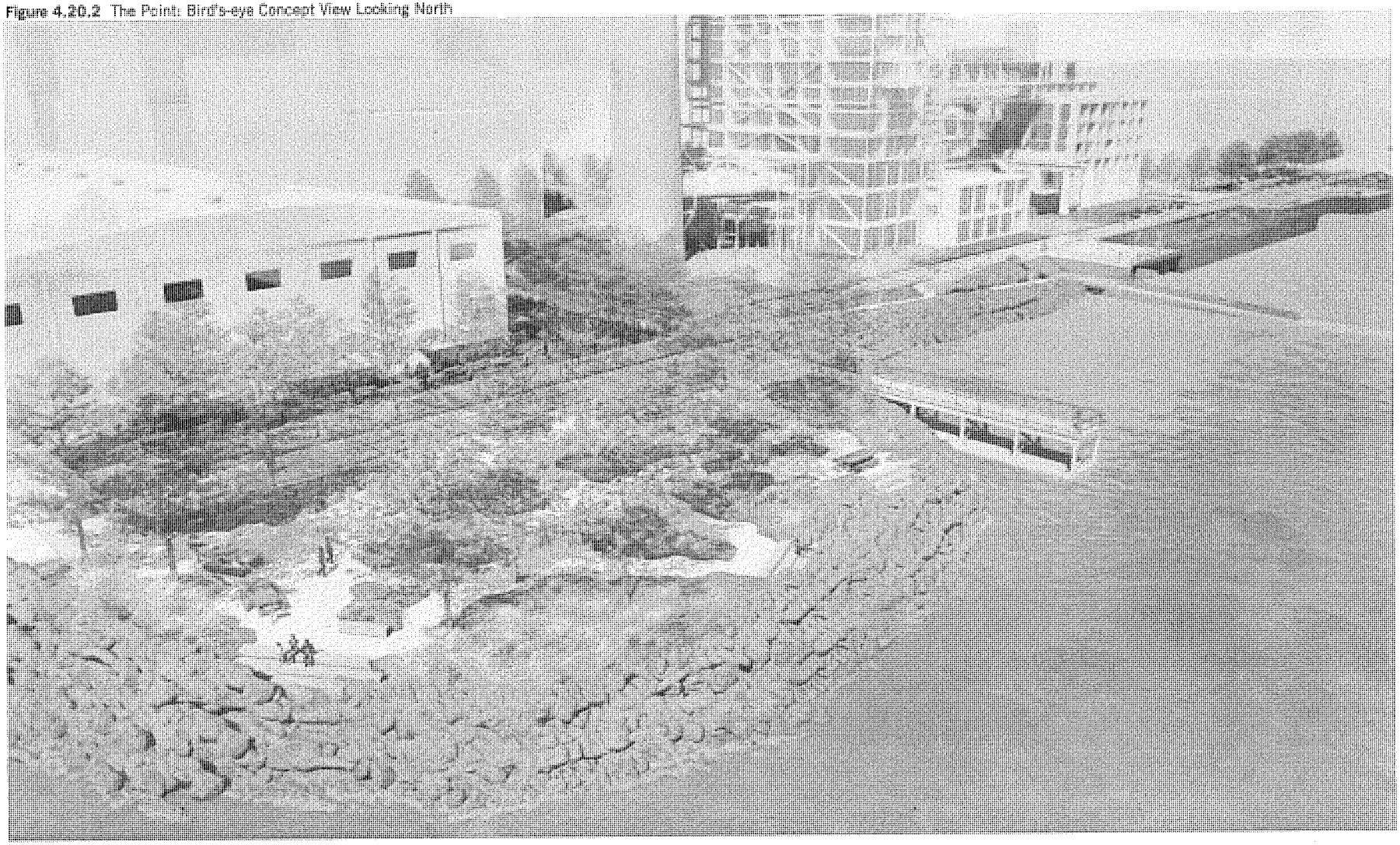


Figure 4.20.3 The Point: Concept Section Looking North

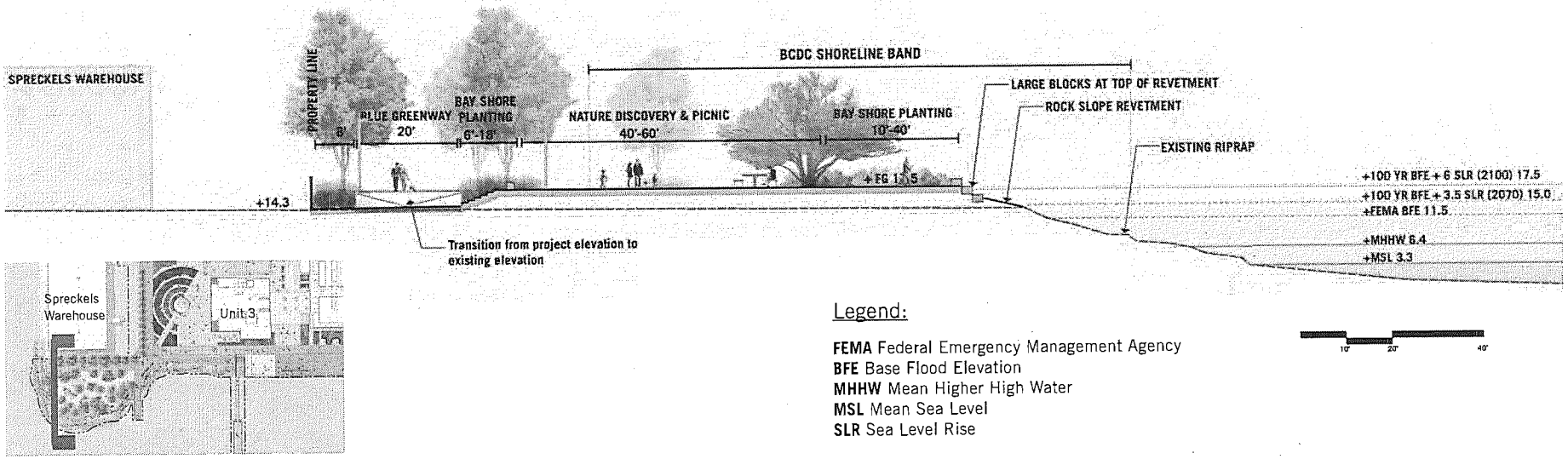
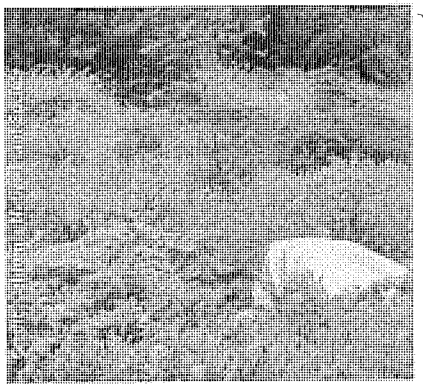
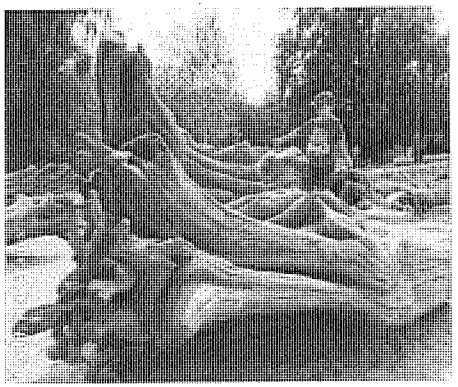


Figure 4.20.4 The Point: Precedent Images


Picnic area.


Bay shore planting area.


Paths and seating in natural setting.


Discovery natural area and informal play.

4.21 Stack Plaza

The Stack is the Power Station's most monumental feature, an icon in the neighborhood visible from many vantage points throughout the city. Stack Plaza is, accordingly, the signature public space of the Power Station. It will be an accessible, compelling civic space that provides a sense of arrival and encourages visitors to linger, gather, and appreciate the Stack in all of its roles—as a monument, a marker of the site's industrial past, and a focal point along San Francisco's Central Waterfront.

The Stack will remain as a visual landmark that orients visitors and recalls the site's history as a power plant, but it shall also assume new life as a place for art, social space, or unique cafe or bar. The plaza design shall remain free of elements that visually compete with or detract from the singular presence of the Stack. Physical and conceptual connections between the Stack and Unit 3 shall be reinforced through paving and pedestrian circulation design. This publicly accessible open space will anchor the southern end of the Blue Greenway, providing pedestrian connections from the waterfront to the land side of the neighborhood via Delaware Street and 23rd Street.

STANDARDS

4.21.1 Bicycle Circulation

A bicycle connection shall be established between the southern end of the Blue Greenway and 23rd Street. Bicycle wayfinding and signage shall indicate these routes.

4.21.2 Pedestrian Circulation

A Pedestrian Throughway shall be established between the southern end of the Blue Greenway and 23rd Street, at the southern edge of the Stack Plaza, through the center of this open space, and along the southern edge of Block 9 with Unit 3. Pedestrian access to and around the base of the Stack shall be provided. Plaza design shall allow for multiple paths and vantage points from which to experience the scale and presence of the Stack. Pedestrian access between the Stack and the building on Block 9 shall be accommodated. Paved paths shall allow pedestrian access through garden spaces.

4.21.3 Planting

Tree, shrub, and groundcover planting shall adhere to the general standards and guidelines set forth in Sections 4.6 and 4.7. No more than one-third of the area within 45 feet of the Stack shall be planted.

4.21.4 Amenities

The following amenities shall be provided within Stack Plaza: seating, lighting, open plaza space, planted areas, bicycle parking, and waste receptacles. Movable outdoor seating and tables to serve a café or bar within the Stack may be provided. The amenities and features shown in figure 4.21.2 are permitted in Stack Plaza.

4.21.5 Paving

Paving and hardscape elements shall incorporate industrial elements and materials into the design. Design elements shall use simple geometric forms, regular or repeating paving patterns, and utilitarian materials such as simple masonry pavers or salvaged masonry units, if feasible and safe for public use. Surfaces shall not be designed with elaborately applied patterns. Any patterns shall be the pragmatic result of the use of unit pavers or concrete score joints.

GUIDELINES

4.21.6 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integrated into the overall plaza design. Removeable cafe tables and chairs are allowed.

4.21.7 Lighting

See Section 7 for standards and guidelines. Feature lighting for the Stack should be the focus of lighting design for this area. Artistic façade lighting and projected light displays are allowed.

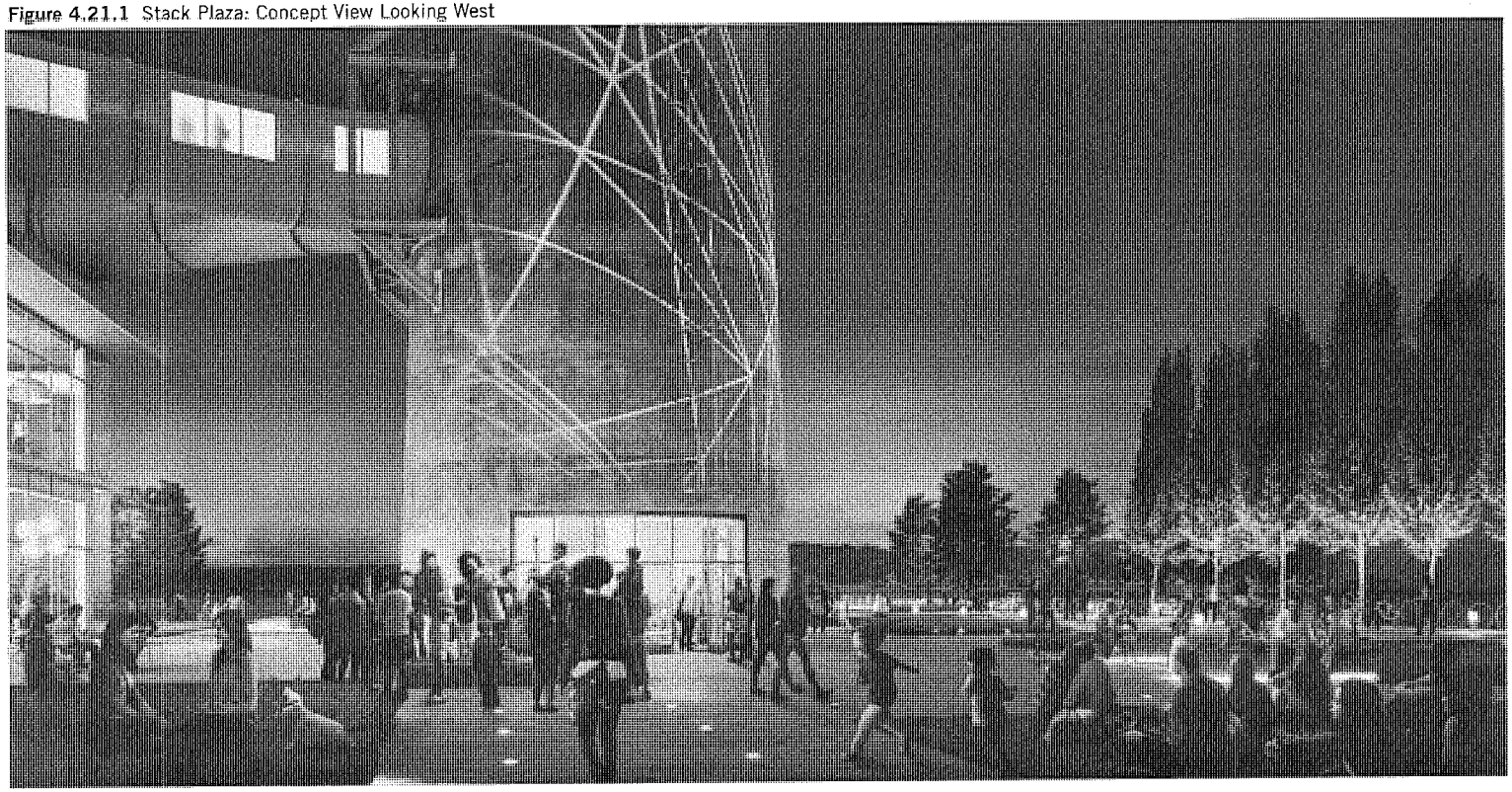
4.21.8 Program

Stack Plaza should be primarily a civic space for passive recreation and socializing, with minimal fixed or temporary program elements.

4.21.9 Connection to Spreckels Warehouse

If the eastern Spreckels Warehouse changes tenants and uses, the tree row (see Consideration 4.21.10) should be modified and coordinated with a re-design of the driveway and truck loading area to create stronger visual and physical connections between Stack Plaza and the eastern Spreckels Warehouse.

Figure 4.21.1 Stack Plaza: Concept View Looking West



CONSIDERATIONS

4.21.10 Visual Buffer

A row of trees, mural wall, decorative fence, or other visual buffer should be installed along the southern edge of the site, between Stack Plaza and the eastern Spreckels Warehouse. Tree planting must adhere to the terms of the existing utility easement.

4.21.11 Stormwater Management

Stack Plaza should accommodate the need for stormwater management as an integrated design element. Consider integrating stormwater management gardens into site interpretation strategies that mark the transition from industrial infrastructure to green infrastructure. See Section 4.7 for general planting standards and guidelines for stormwater management areas. Refer to Figures 4.7.2 and 4.7.3 for examples of integrated stormwater management design and a suggested stormwater management plant palette.

4.21.12 Program

A bar or café within the Stack should be considered. Outdoor seating associated with a bar or cafe is allowed. Stack Plaza should also be designed to accommodate temporary events, performances, and art exhibits, subject to Exhibit L-2 of the Development Agreement.

Stack Plaza

Figure 4.21.2 Stack Plaza: Enlargement Concept Plan

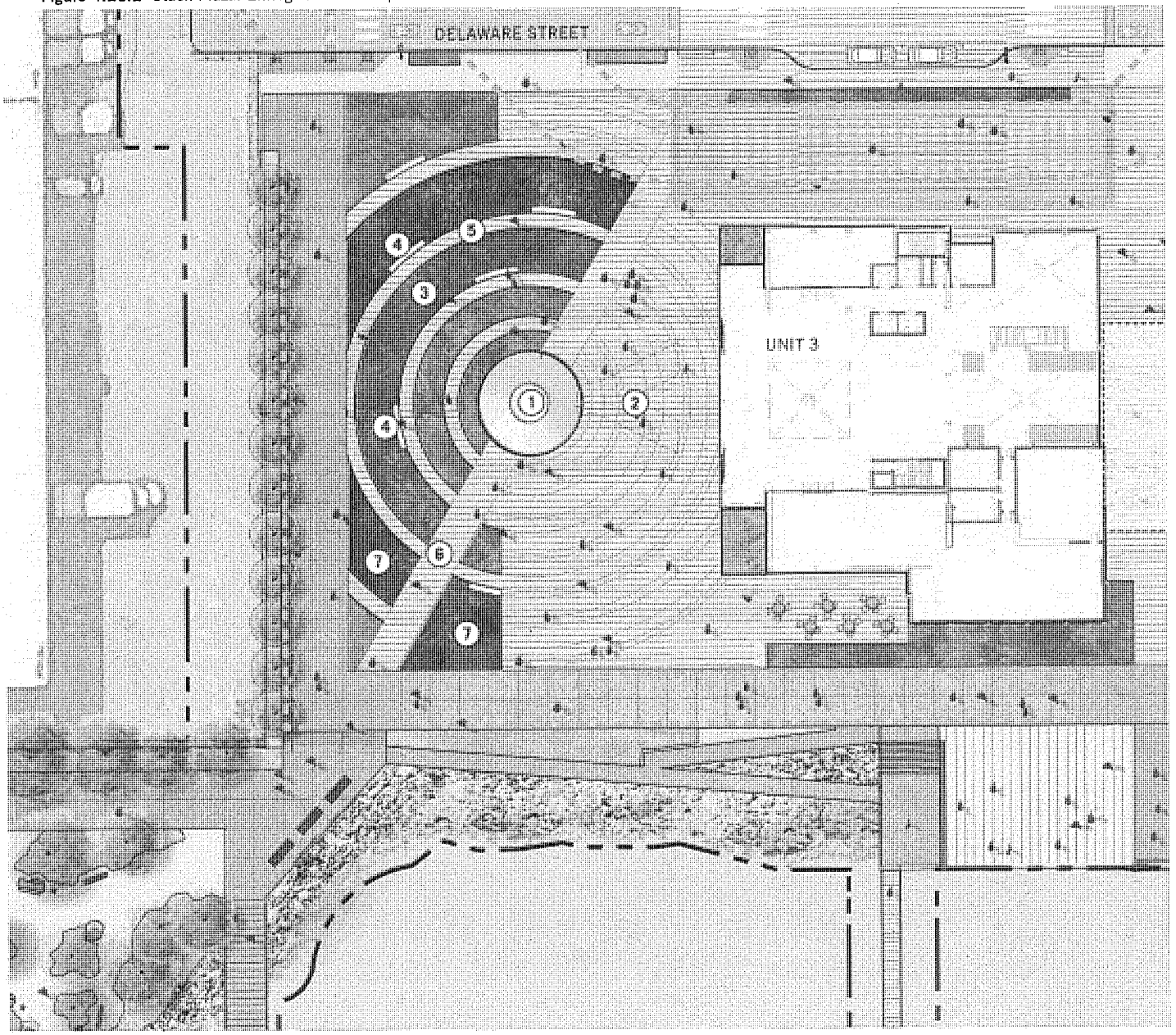
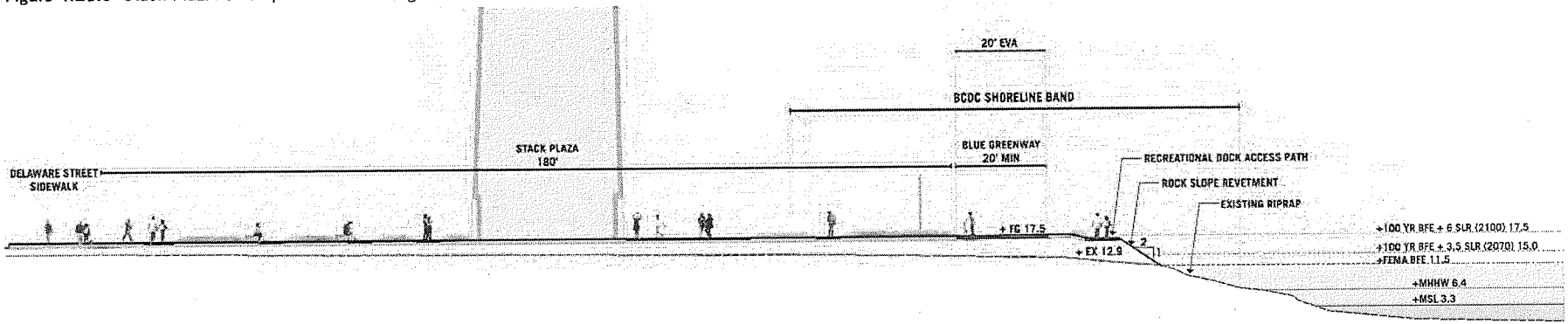
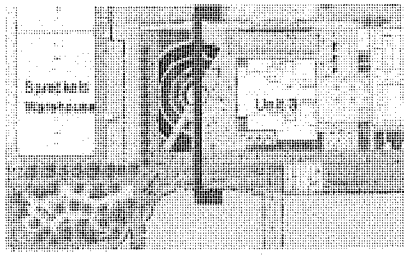


Figure 4.21.3 Stack Plaza: Concept Section Looking North

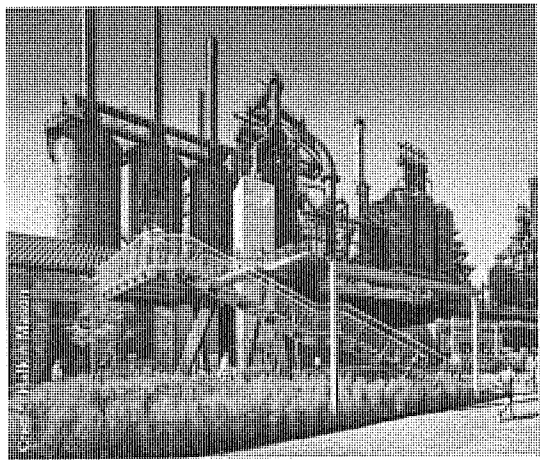




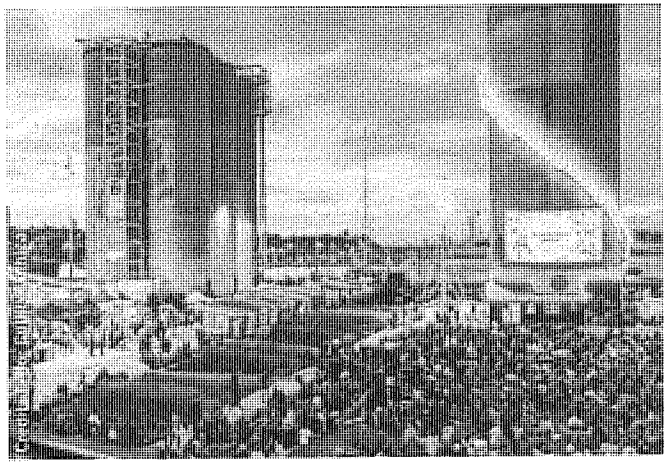
Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

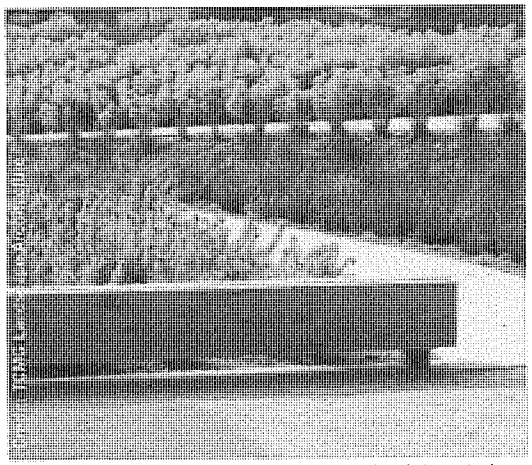
Figure 4.21.4 Precedent Images Illustrating Plaza Character and Potential Program



Post-industrial site with gardens and contemporary interventions.



Post-industrial site as civic gathering space.



Plant-based stormwater management garden integrated with public space design.

4.22 Block 9 Open Space: Turbine Plaza

Block 9 Open Space refers to open spaces adjacent to and surrounding the building on Block 9, including Turbine Plaza and the Unit 3 Entry Plaza. See Figure 4.22.2.

Turbine Plaza serves multiple functions. Not only does it serve as the visual and physical corridor to the waterfront for Block 9, the plaza is a flexible, sheltered, open space that can host functions and provide the potential for permanent or rotating public art and/or interpretive exhibits. Turbine Plaza is located adjacent to Unit 3 and within Block 9, and may be partially covered, as permitted within Block 9 (Section 6.13). While the plaza will be publicly accessible at most times of the day and year, the planned hotel use of the adjacent buildings will help formulate the uses and programming of this plaza. Portions of the plaza may be closed for private events in association with the operation of the building on Block 9. This plaza space shall be a primarily paved, flexible-use space, protected from wind and weather. A project-serving separated sanitary sewer pump station pump house may be located within Turbine Plaza.

STANDARDS

4.22.1 Pedestrian Circulation
A Pedestrian Throughway shall be established and maintained between the Blue Greenway and Delaware Street through this plaza, with appropriate paving, furniture, and other amenities to encourage pedestrian use. During daytime/business hours, the plaza will allow public passage in the east–west direction.

4.22.2 Amenities
The following amenities shall be provided within Turbine Plaza: lighting, open flexible-use plaza space, planted areas, bicycle parking, waste receptacles, and power sources for temporary events and performances.

4.22.3 Access
The portion of the plaza between Unit 3 and the building at Block 9 may be enclosed with architectural walls and a roof as further specified in Section 6.13.2. This enclosed plaza shall be publicly accessible at times when it is reasonable to expect substantial public use, and may be closed to the public during non-business hours or as required for the operation of the hotel.

GUIDELINES

4.22.4 Pump House
If a project-serving separated sanitary sewer pump station house is located within Turbine Plaza, it should be carefully designed and well-integrated with the open space.

4.22.5 Paving
Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paved areas and the character of the adjacent buildings. Coordinate paving materials and design with the Unit 3 Entry Plaza and Stack Plaza to maintain a sense of continuity. If the plaza is partially covered, paving design should be unified through the interior and exterior areas.

4.22.6 Furnishing
See Section 4.9 for standards and guidelines. Furnishing should complement and be integral to the plaza design.

4.22.7 Lighting
See Section 7 for standards and guidelines.

4.22.8 Program
This flexible-use plaza should be designed to accommodate temporary events, performances, and permanent or temporary art exhibits, subject to Exhibit L-2 of the Development Agreement. The programmatic elements shown in figure 4.22.2 are permitted in Turbine Plaza.

CONSIDERATIONS

4.22.9 Pump House
The existing Gate House structure may be moved and used to house the pump house.

4.22.10 Lighting
Feature lighting should highlight the salvaged overhead crane and other unique structures if they are retained. In-grade accent lighting may be used to highlight unique paving patterns. Public art should also be highlighted with feature lighting. Ample pedestrian lighting should be provided to ensure pedestrian comfort and safety.

4.22.11 Program
Permanent or temporary public art features are encouraged.

4.22.12 Furnishings
Fixed seating is encouraged, as is moveable seating, such as cafe tables and chairs.

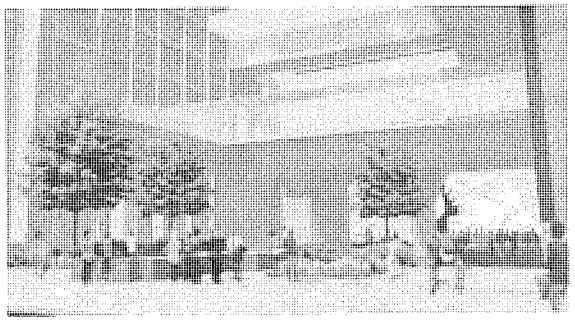


Figure 4.22.1 Turbine Plaza: Concept View East Through Craneway

Figure 4.22.2 Block 9 Open Space: Turbine Plaza

BLOCK 9 OPEN SPACE: TURBINE PLAZA

Event and Flexible-Use Plaza

1. Turbine Plaza
2. Exterior Public Plaza
3. Outdoor Food Service and Public Seating
4. Unit 3
5. Potential Pump House Location
6. Unit 3 Entry Plaza, Passenger Drop-off and EVA Lane. (See Section 4.23)
7. Potential Re-use of Turbine Housing as Water Feature

EVA Access

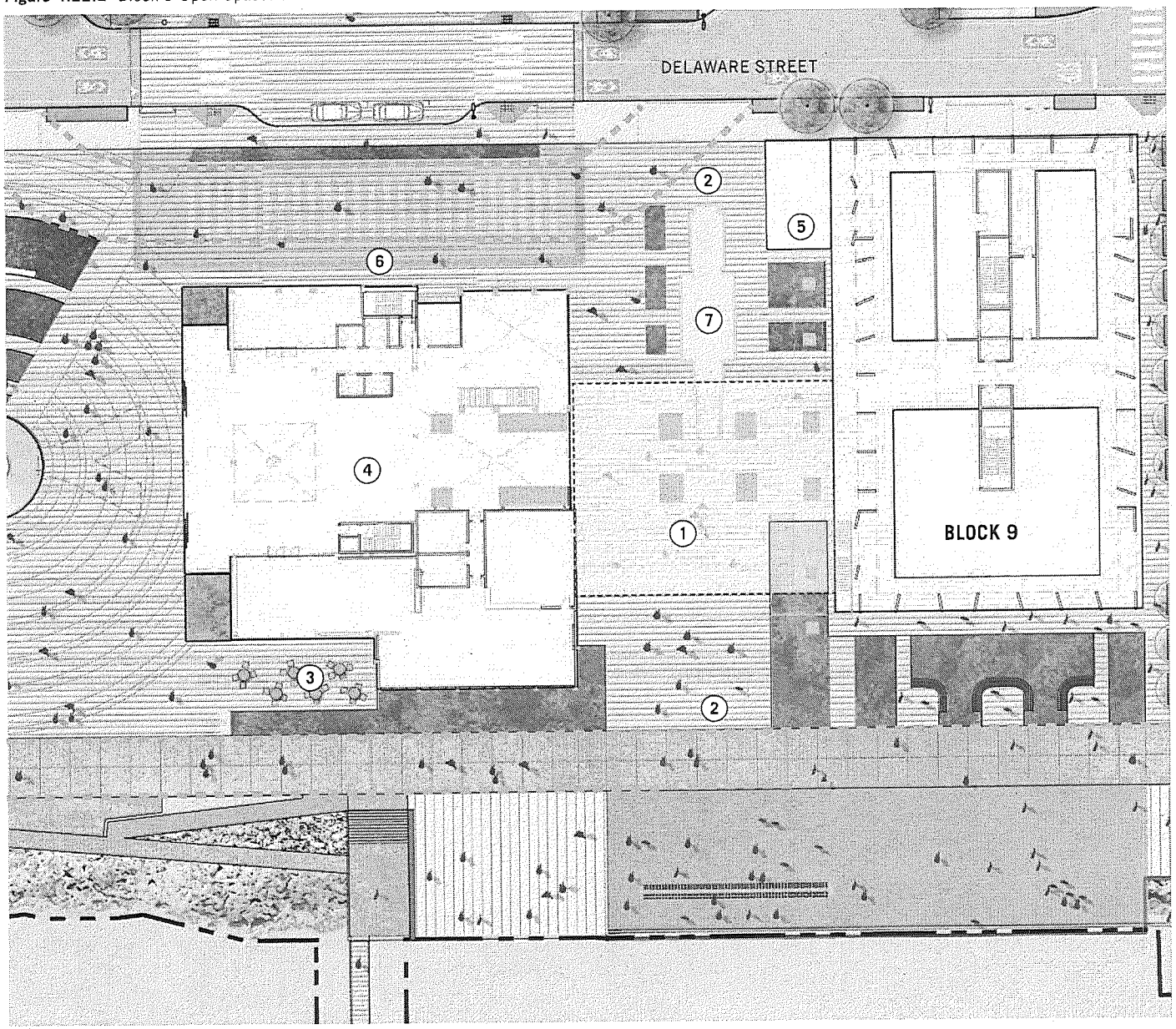
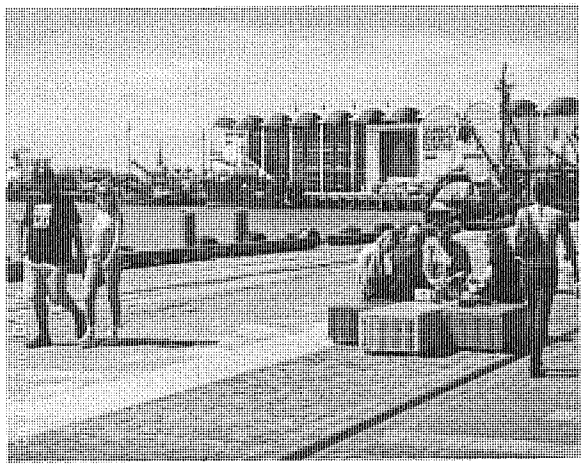
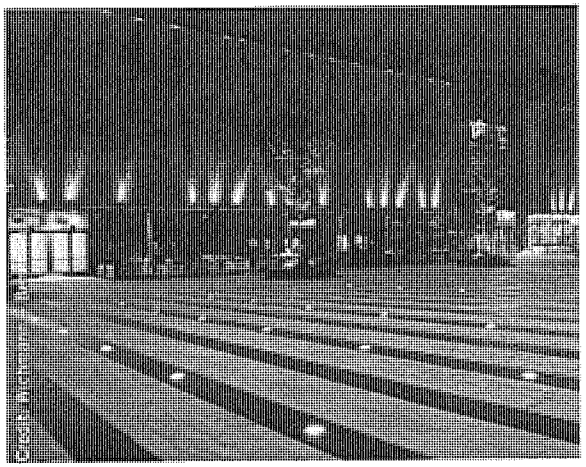


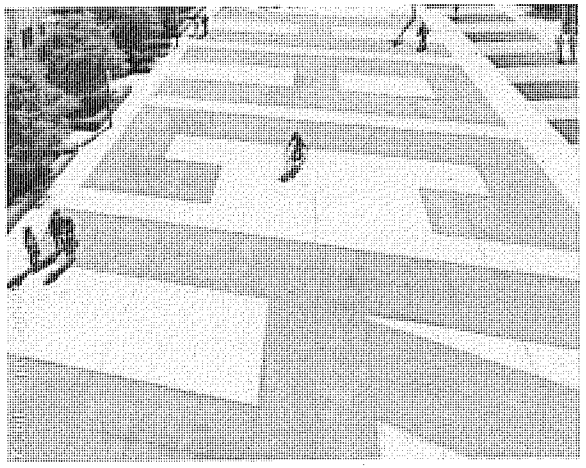
Figure 4.22.3 Turbine Plaza: Precedent Images



Bold paving In keeping with industrial waterfront.



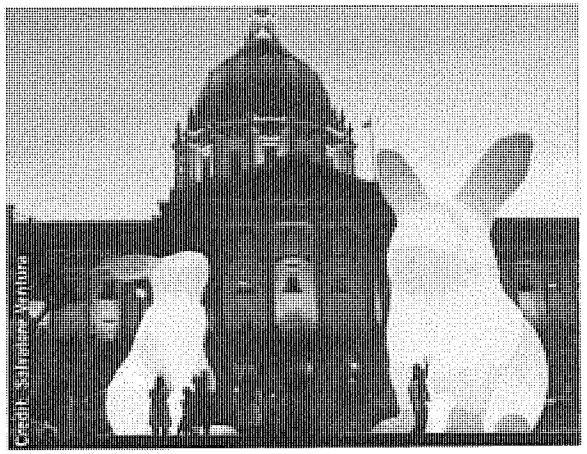
In-grade lighting reinforcing bold paving pattern.



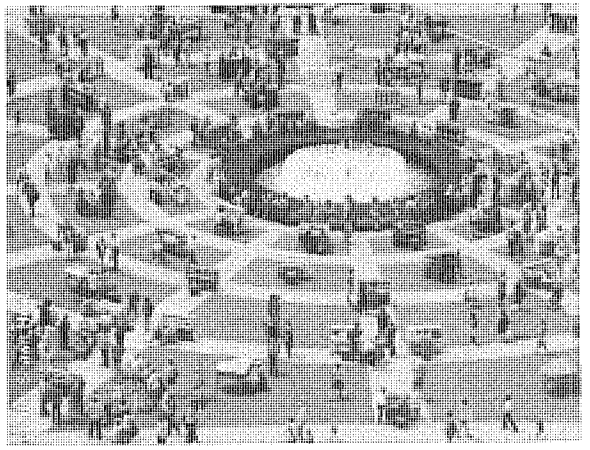
Bold paving pattern.



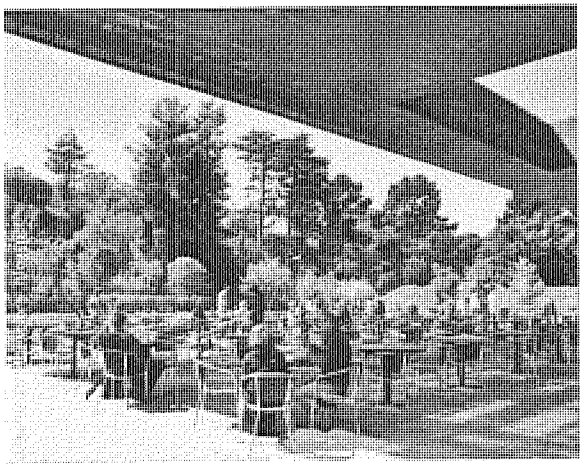
Public art plaza.



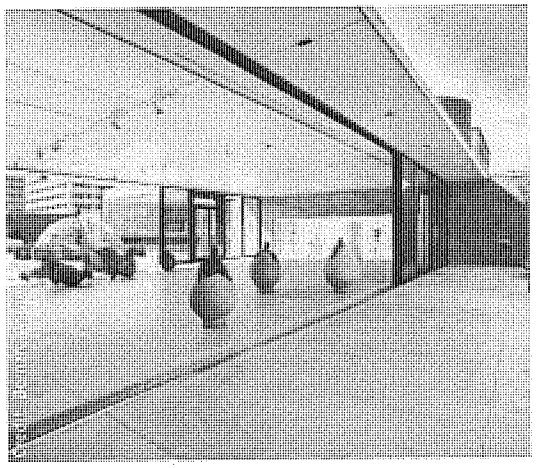
Temporary public art installation.



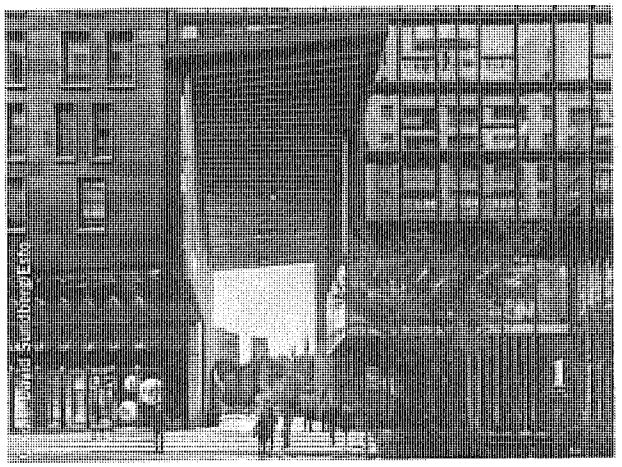
Interactive public art installation.



Sheltered public space.



Inside–outside openness and permeability.



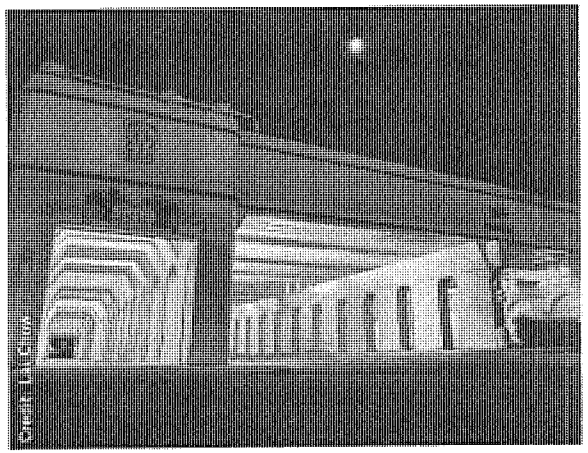
Public passage through hotel.



Event space.



Interior art and light installation.



Feature architectural lighting.

4.23 Block 9 Open Space: Unit 3 Entry Plaza

Between Unit 3 and Delaware Street, the Unit 3 Entry Plaza will allow for passenger drop-off and required emergency vehicle access to Unit 3. The design of this plaza shall use a portion of Stack Plaza and prioritize the pedestrian experience while allowing for the practical function of passenger drop-off.

STANDARDS

4.23.1 Passenger Loading and Drop-off
An area devoted to off-street passenger loading and emergency vehicle access shall be permitted within the Unit 3 Entry Plaza as shown in Figure 4.23.1. The Entry Plaza shall include a minimum 10-foot pedestrian zone at Unit 3, a minimum 7-foot passenger loading zone, a 26-foot-clear emergency vehicle access lane, and a 5-foot paved or planted buffer at the back of sidewalk to clearly demarcate the pedestrian-only and vehicular areas of the plaza to ensure safety. The pedestrian zone shall be protected. Bollards are permitted to achieve pedestrian protection. See Figure 4.23.2 for a cross-section of the Unit 3 Entry Plaza.

The passenger loading and drop-off in the Unit 3 Entry Plaza shall be open for use by the public. Signage shall be installed indicating that the passenger loading area is available for public use and not exclusive to hotel patrons.

GUIDELINES

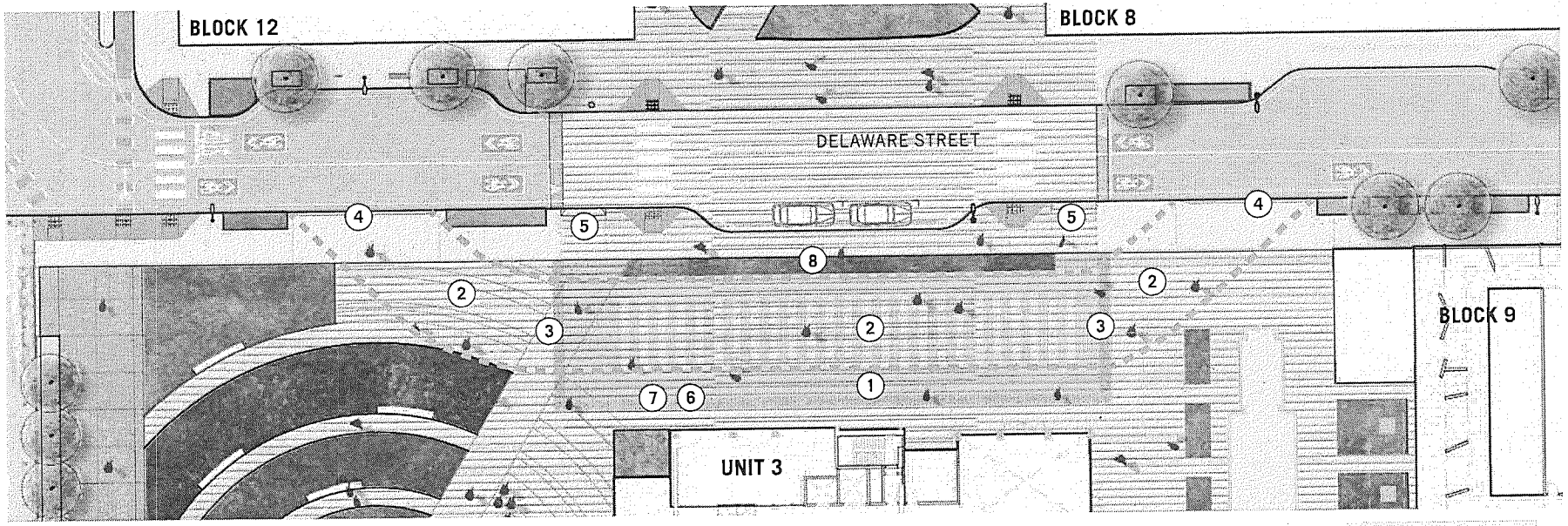
4.23.2 Paving
Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paved areas. Coordinate paving materials and design with Block 9 Open Space and Stack Plaza to maintain a sense of continuity. While paving of the entire area should be unified in material selection, paving patterns, textures, and variation should be used to distinguish pedestrian zones from vehicular. Ensure that unit pavers within EVA areas meet requirements for emergency vehicles.

4.23.3 Planting
Planting should be incorporated into the plaza design where feasible and within the requirements of the EVA lane.

CONSIDERATIONS

4.23.4 Paving
Vehicular-rated pervious pavers or standard pavers with compacted base should be considered for the EVA lane.

Figure 4.23.1 Block 9 Open Space: Unit 3 Entry Plaza

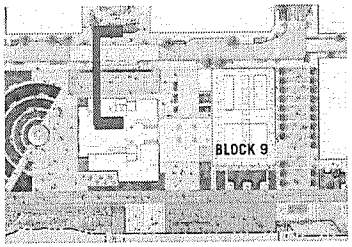


UNIT 3 ENTRY PLAZA

Loading and Fire Access

1. Passenger Loading
2. Fire Access Lane
3. Removable Bollards
4. Curb Cut for Fire Access
5. Curb Cut for Passenger Drop-off
6. Detectable Warning Pavers
7. Bollards
8. Planted Buffer

Aerial Ladder Fire Truck Access Lane



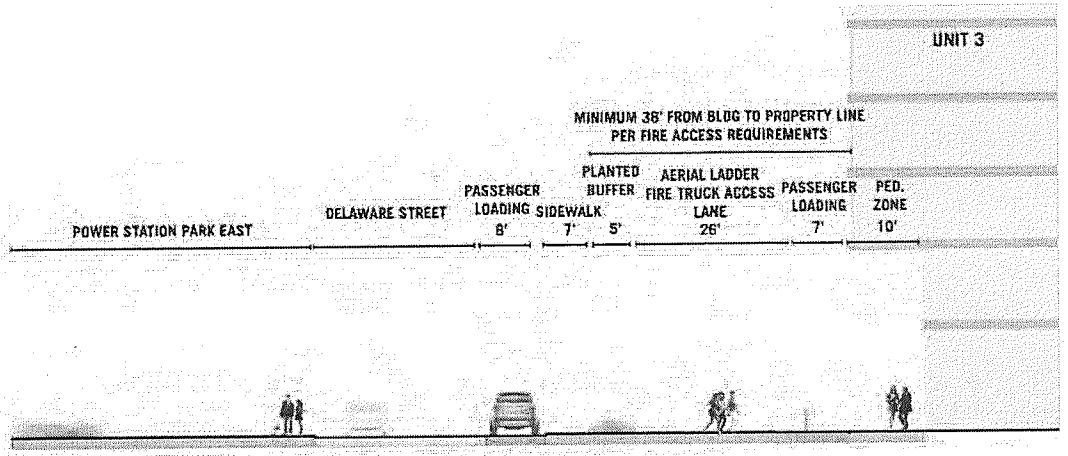


Figure 4.23.2 Unit 3 Passenger Entry Plaza: Concept Section Looking North

4.24 Humboldt Street Plaza

Humboldt Street Plaza is envisioned as an open and flexible space, primarily paved, with the ability to accommodate open air markets, performances, public art, and elements of an interpretive program, such as exhibits. The plaza will provide a car-free pedestrian connection between the terminus of Humboldt Street and the waterfront. Views of the Bay and the East Bay Hills will draw visitors from the surrounding neighborhood to the water.

STANDARDS

4.24.1 Pedestrian Circulation
Pedestrian Throughways shall be established and maintained between the Blue Greenway and Delaware Street through this plaza. The plaza will be open to the public. See Figure 4.24.2.

4.24.2 Emergency Vehicle Access / Circulation
26-foot clear width emergency vehicle access (EVA) shall extend between Blocks 4 and 9 from Delaware Street to the eastern edge of the building faces at Blocks 4 and 9. Paving shall be designed to accommodate the structural loading of emergency vehicles. See Figure 4.24.2.

4.24.3 Amenities
The following amenities shall be provided within Humboldt Street Plaza: seating, lighting, open flexible-use plaza space, planted areas, bicycle parking, waste receptacles, and power sources for temporary markets and performances. The amenities and features shown in figure 4.24.2 are permitted in Humboldt Street Plaza.

4.24.4 Program
This flexible-use plaza shall be designed to accommodate temporary events, performances, and art exhibits, subject to Exhibit L-2 of the Development Agreement.

4.24.5 Food and Drink Kiosks and Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

4.24.6 Fire Access in Open Space
Fire access to Block 4 and Block 9 shall be provided in Humboldt Plaza for maximum length of 150 feet, measured from the curb-cut or vehicular access point into the plaza. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

GUIDELINES

4.24.7 Paving
Plaza paving should be enhanced concrete with interesting score patterns, unit pavers, or a combination of concrete and unit pavers. Paving should be selected to complement the adjacent paving of the Blue Greenway.

4.24.8 Furnishing
See Section 4.9 for standards and guidelines. Integrate fixed furnishing, constructed of durable materials such as concrete, hardwoods, steel, and/or cast iron, in plaza design. Moveable seating, such as café tables and chairs, is encouraged.

4.24.9 Lighting
See Section 7 for standards and guidelines. Lighting at Humboldt Street Plaza should balance safety with the need to keep light pollution to a minimum. Fixtures should reinforce the linear design of the plaza.

CONSIDERATIONS

4.24.10 Paving
Consider variation in paving texture and color across the plaza width, which may serve to visually reduce the scale of paving needed for EVA.

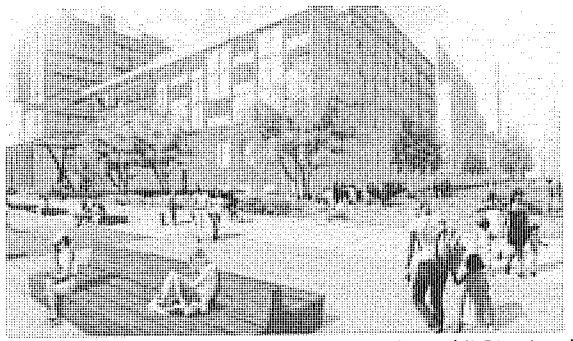
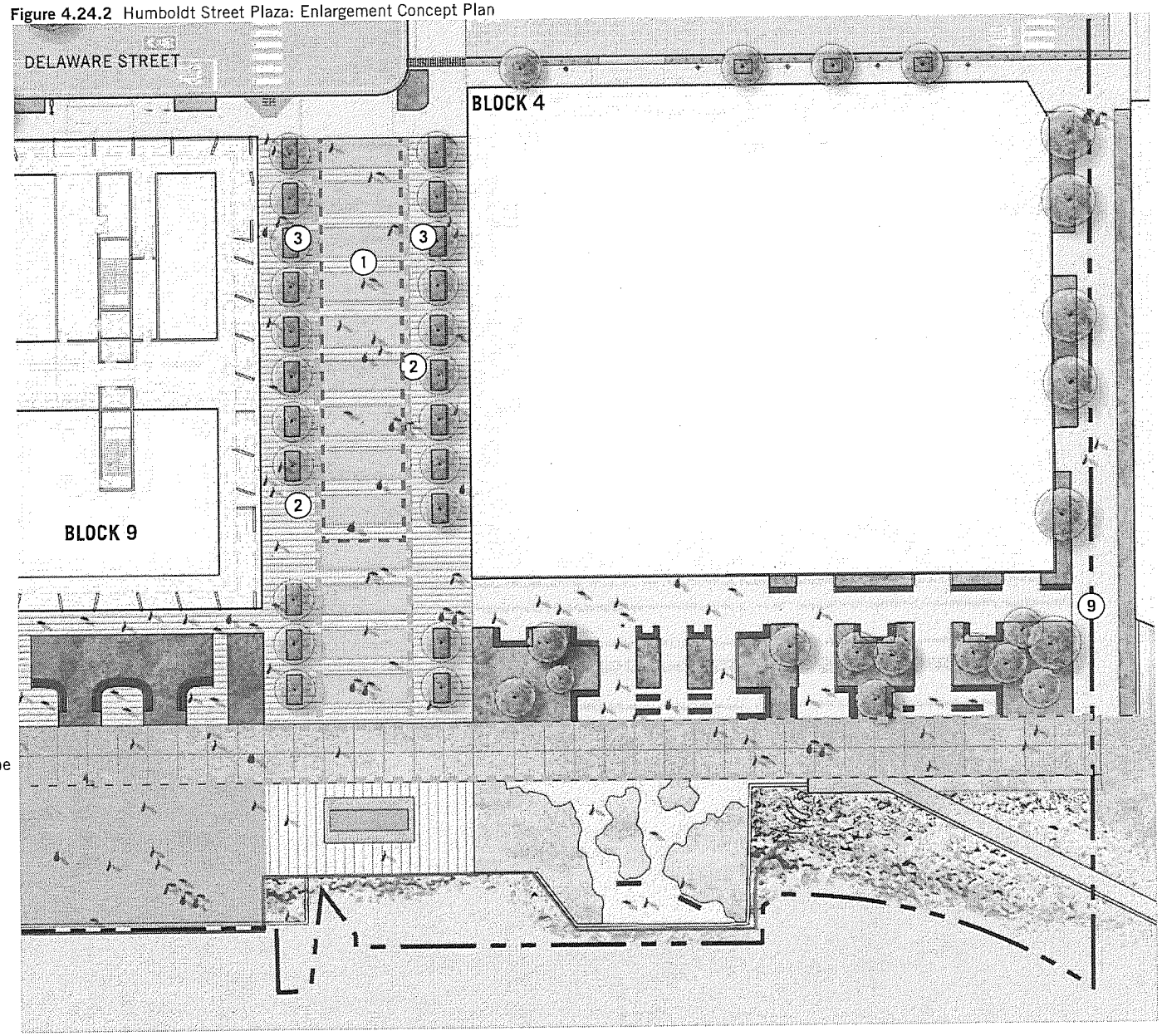


Figure 4.24.1 Concept View West towards Humboldt Street and Block 9 from the Bay Overlook at Humboldt Street Plaza

Figure 4.24.2 Humboldt Street Plaza: Enlargement Concept Plan



HUMBOLDT STREET PLAZA

Market and Event Plaza

(1) Flexible-Use Plaza and 26-foot EVA Lane

(2) Potential Market Stall/Event Tent Locations

(3) Benches

EVA Lane

Aerial Ladder Fire Truck Access 150-ft. dead-end

10' 20' 50'

Humboldt Street Plaza

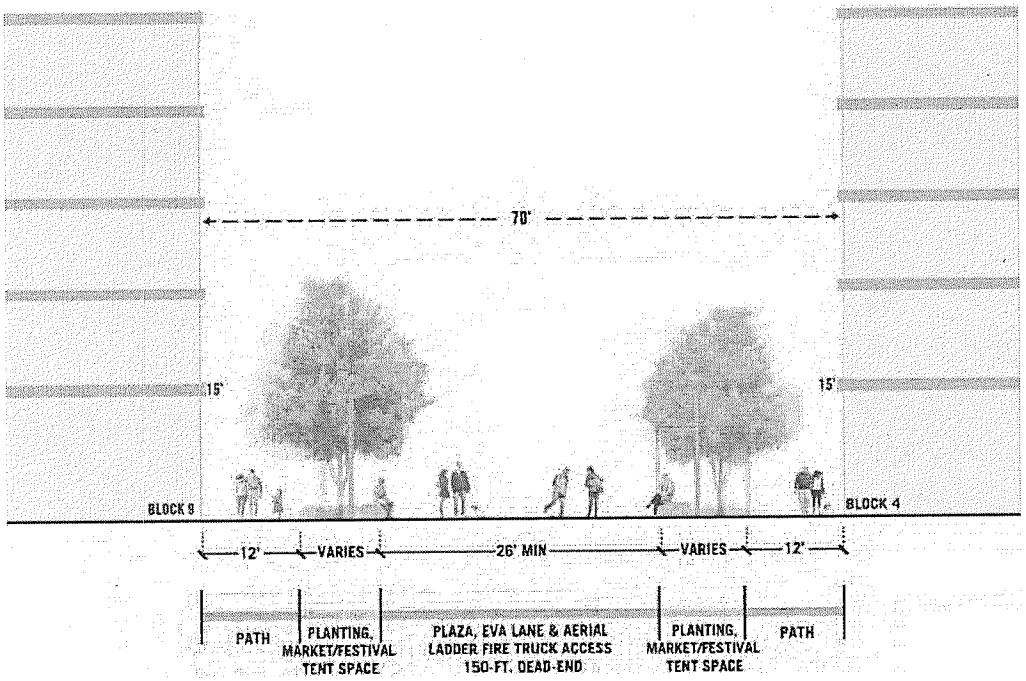


Figure 4.24.3 Humboldt Street Plaza: Concept Section Looking West

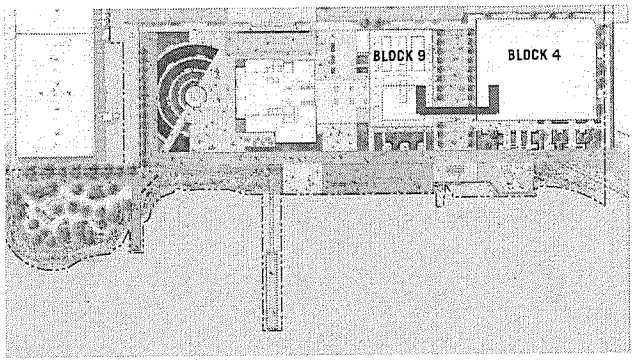
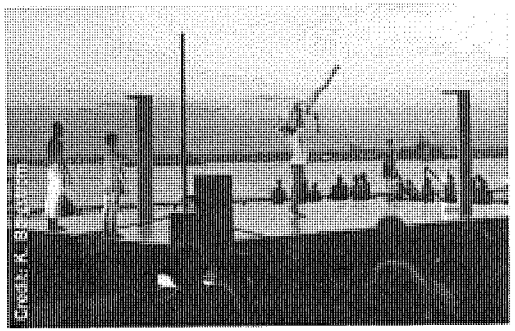


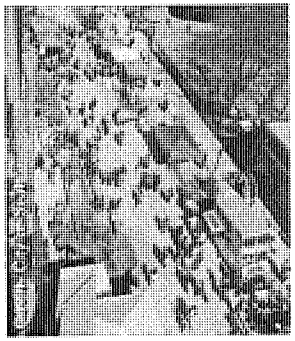
Figure 4.24.4 Humboldt Street Plaza: Precedent Images



Farmers' market.

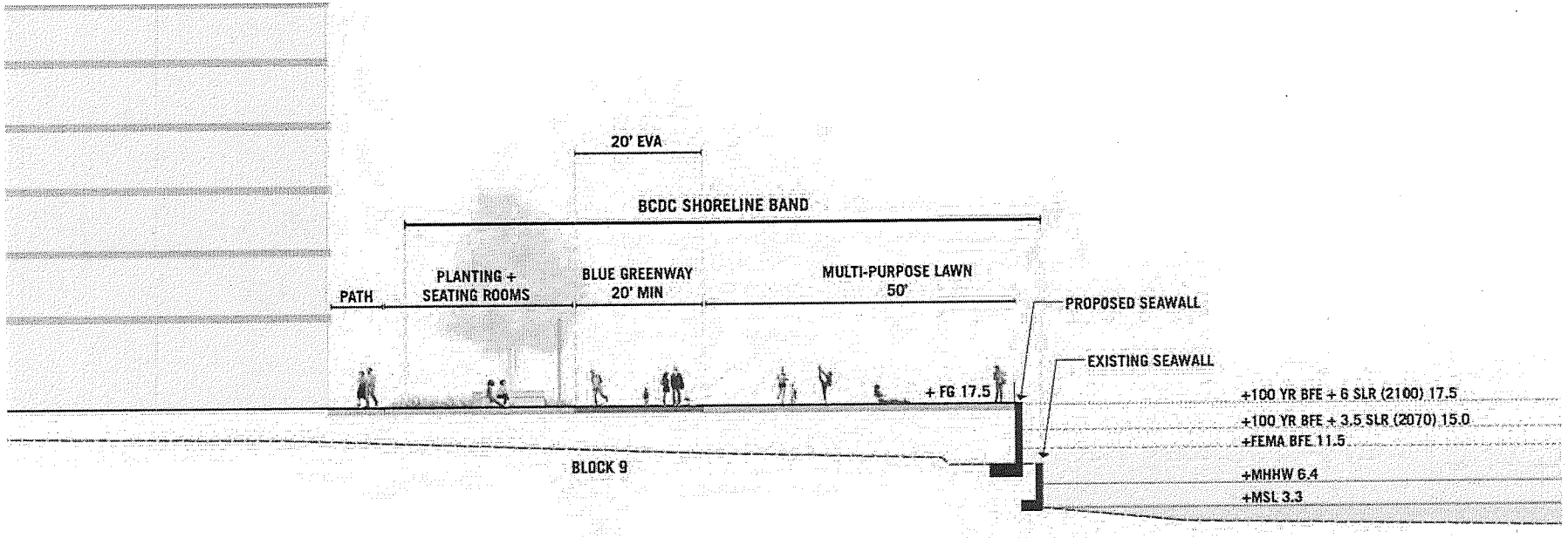


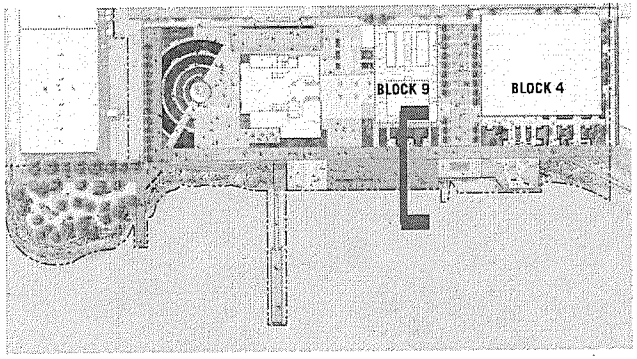
Outdoor performance.



Outdoor market.

Figure 4.24.5 Block 9 to Waterfront: Concept Section Looking North





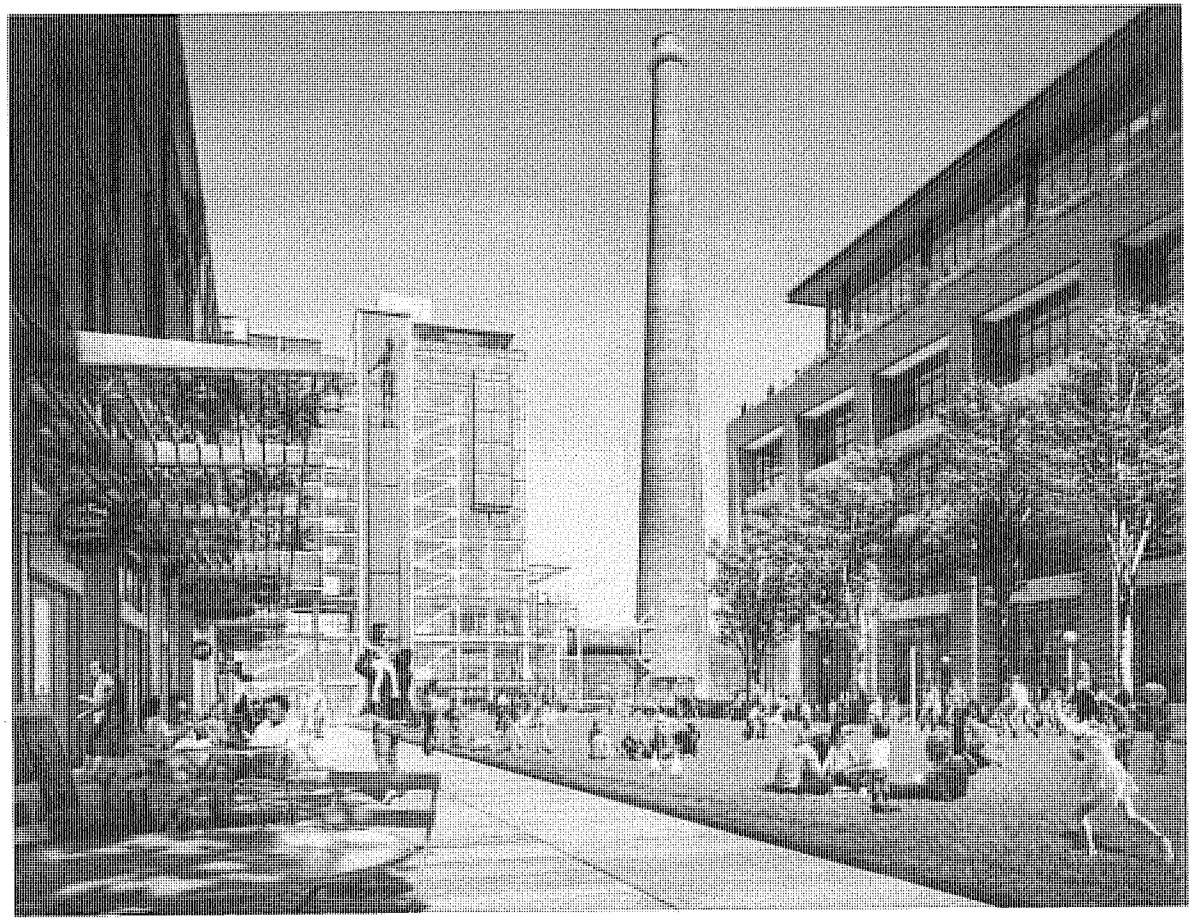
Legend:

FEMA Federal Emergency Management Agency
BFE Base Flood Elevation
MHHW Mean Higher High Water
MSL Mean Sea Level
SLR Sea Level Rise

4.25 Power Station Park and Louisiana Paseo Overview

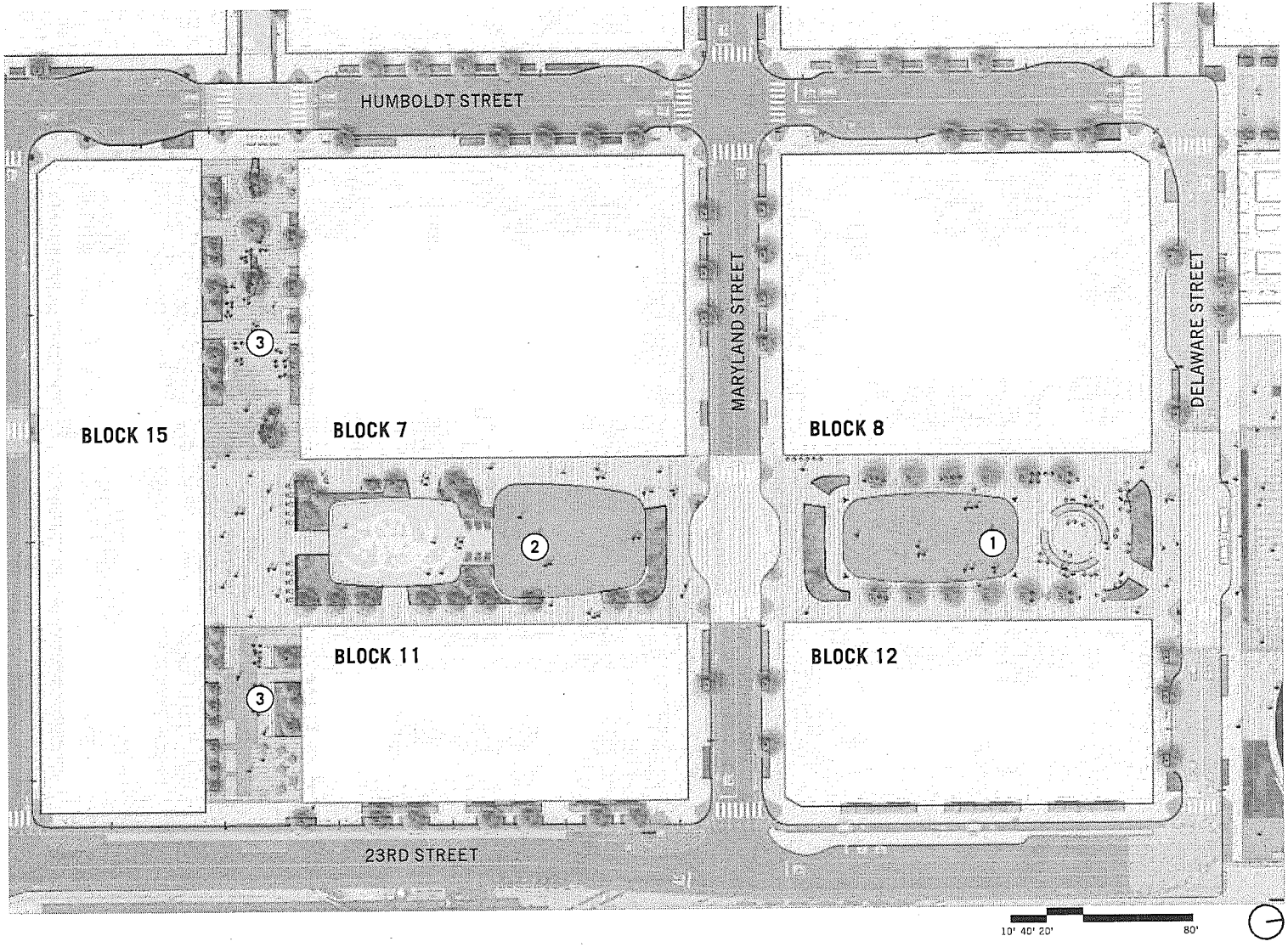
Located in the heart of the development, Power Station Park and Louisiana Paseo will provide Dogpatch and other local neighborhoods a rich array of active and passive recreational opportunities. Power Station Park will include opportunities for fitness, active and passive recreation, and casual social experiences. The two blocks of Power Station Park will be distinct from one another in their programming and site elements, but will be linked by common features and materials. Louisiana Paseo will provide flexible-use urban plaza spaces and car-free pedestrian areas connecting the neighborhood's retail and residential uses with the open space program.

All of these open spaces will be designed to allow for interaction with adjacent ground-floor uses of the adjacent buildings to create delightful, welcoming, and active public places.



View of Unit 3 and the Stack from Power Station Park West.

Figure 4.25.1 Power Station Park and Louisiana Paseo: Concept Plan Overview



POWER STATION PARK AND LOUISIANA PASEO

Concept plan overview

(1) Power Station Park East
(2) Power Station Park West
(3) Louisiana Paseo

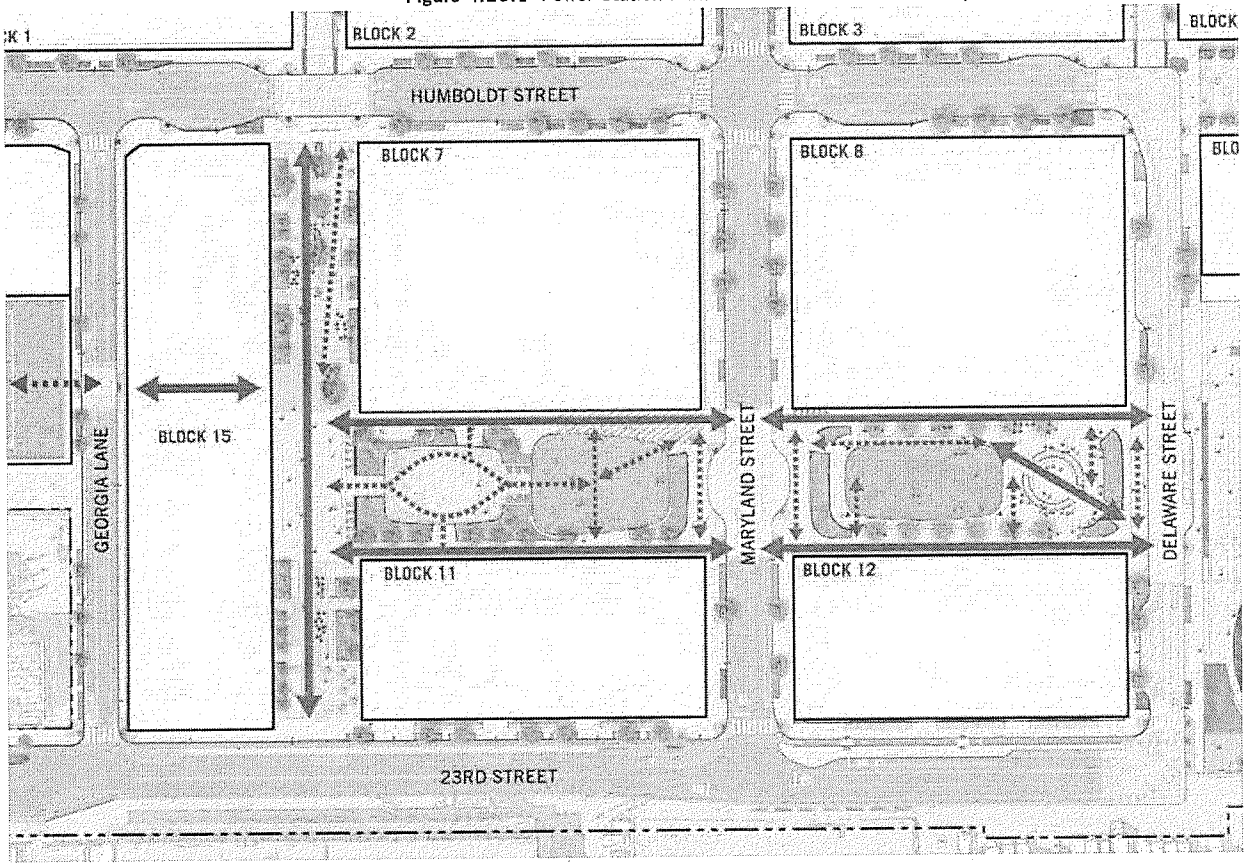
4.26 Power Station Park and Louisiana Paseo Overview: Pedestrian Circulation

STANDARDS

4.26.1 Circulation: Power Station Park
Power Station Park shall establish Pedestrian Throughways in the east–west direction, creating a clear connection between the core of the neighborhood, the Stack, and potentially Unit 3. The park's primary east–west pedestrian circulation will establish a clear, straightforward connection to Louisiana Street Paseo. In the north–south direction, an open and permeable design will allow free movement across the parks.

4.26.2 Circulation: Louisiana Paseo
Louisiana Paseo shall establish a Pedestrian Throughway in the north–south direction, creating a clear connection between Humboldt Street and 23rd Street.

Figure 4.26.1 Power Station Park and Louisiana Paseo: Conceptual Pedestrian Circulation



4.27 Power Station Park and Louisiana Paseo Overview: Program

STANDARDS

4.27.1 Program

The open space composed of Power Station Park and Louisiana Paseo shall establish recreational amenities that will include accommodation for youth soccer, play and fitness activities for all ages, public seating areas, open flexible spaces, and stormwater treatment gardens. Design and programming of these spaces shall be established in coordination with anticipated or established ground-floor uses of adjacent buildings. See Sections 4.28, 4.29, and 4.30 for more standards and guidelines for each open space.

4.27.2 Carts and Kiosk

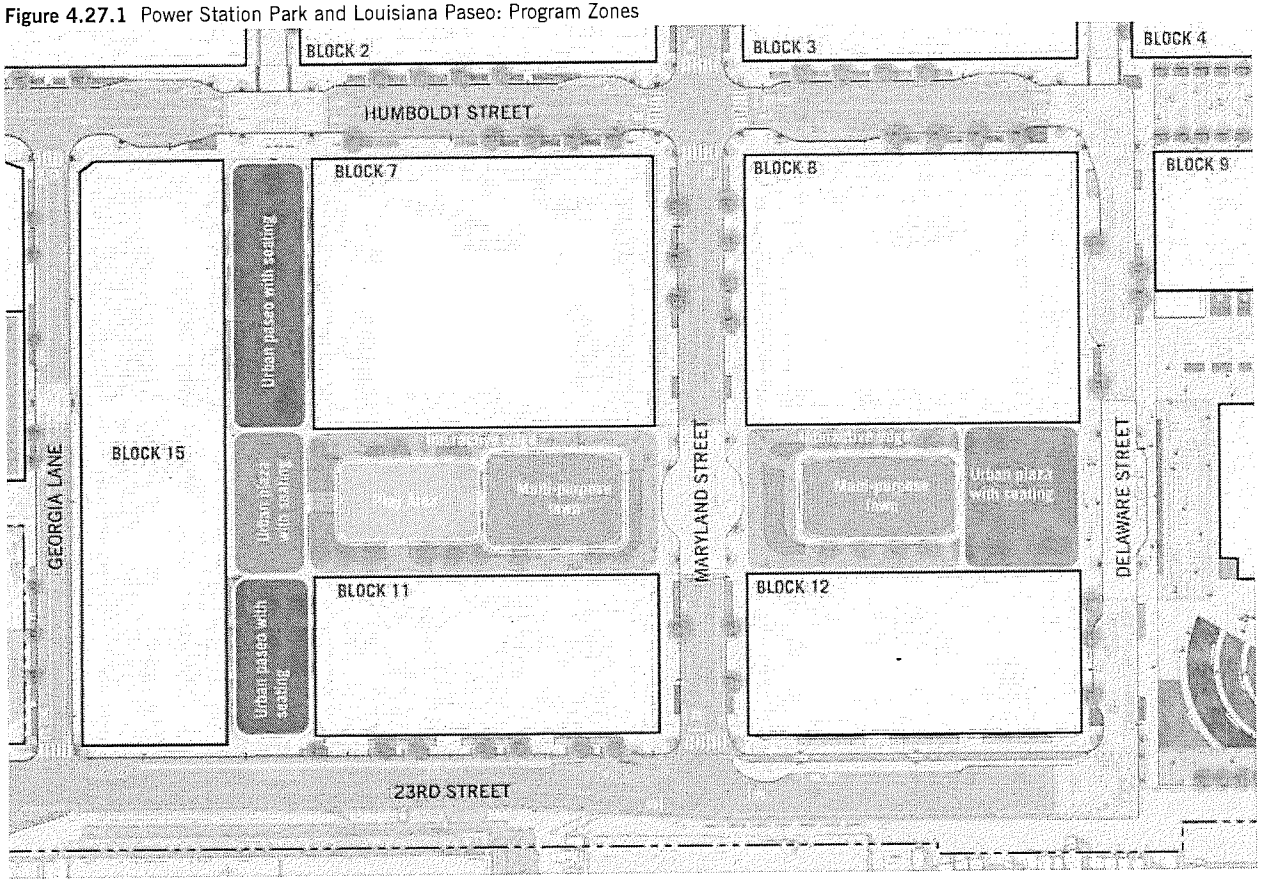
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

CONSIDERATIONS

4.27.3 Thermal Energy Plant Piping Connection

The Project Sponsor may elect to construct shared thermal energy plants. 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. If feasible, utilities related to this system including an insulated pipe connection should be provided under the private portion of Power Station Park between Blocks 7 and 11 and Blocks 8 and 12.

Figure 4.27.1 Power Station Park and Louisiana Paseo: Program Zones



POWER STATION PARK AND LOUISIANA PASEO

Program Zones

4.28 Power Station Park East

Power Station Park East will feature a social neighborhood plaza that opens up to Unit 3 and the Stack, as well as a multi-purpose lawn that can accommodate a variety of activities, including youth soccer, outdoor movies, community events, and casual lounging and play. Public seating within the plaza will afford views of the Stack and Unit 3, if Unit 3 is retained. Linear seating on the north and south edges of the lawn will help define the outdoor room and allow spectators to view a youth soccer game or practice.

STANDARDS

4.28.1 Multi-Purpose Lawn
Power Station Park East shall feature an open, multi-purpose lawn that can accommodate one under-6 youth soccer field.

4.28.2 Plaza
Power Station Park East shall feature an open, paved plaza at its eastern end.

4.28.3 Pedestrian Circulation
Pedestrian Throughways, at minimum 10-feet wide, shall be established in the east–west direction along the northern and southern building frontages. See Figure 4.28.3. This circulation pattern shall continue to Power Station Park West. Free movement in the north–south direction across the park, between buildings shall be allowed, with porous edges or edges with multiple points of entry between circulation paths and the turf field.

4.28.4 Amenities
The following amenities shall be provided within Power Station Park East: open plaza space, seating, lighting, multi-purpose lawn, planted areas, stormwater gardens, bicycle parking, waste stations, drinking fountains, and power sources for outdoor movies and other community events. The amenities and features shown in figure 4.28.1 are permitted in Power Station Park East.

4.28.5 Program
Power Station Park East shall be designed to accommodate temporary events, including outdoor movies and community events, performances, art exhibits, and one under-6 youth soccer field, subject to Exhibit L-2 of the Development Agreement.

GUIDELINES

4.28.6 Views to Unit 3 and Stack
Power Station Park design should maintain open views of the Stack and Unit 3. The eastern edge of Power Station Park should be free of large trees and other vertical obstructions that interrupt these views.

4.28.7 Paving
Primary circulation paths at building faces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Permeable unit pavers are allowed. Paving at primary circulation paths at both blocks of Power Station Park should be identical or similar to create uniformity across the two park blocks.

4.28.8 Lighting
See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum. Fixtures should reinforce the linear design of the primary circulation paths on the north and south edges of the park.

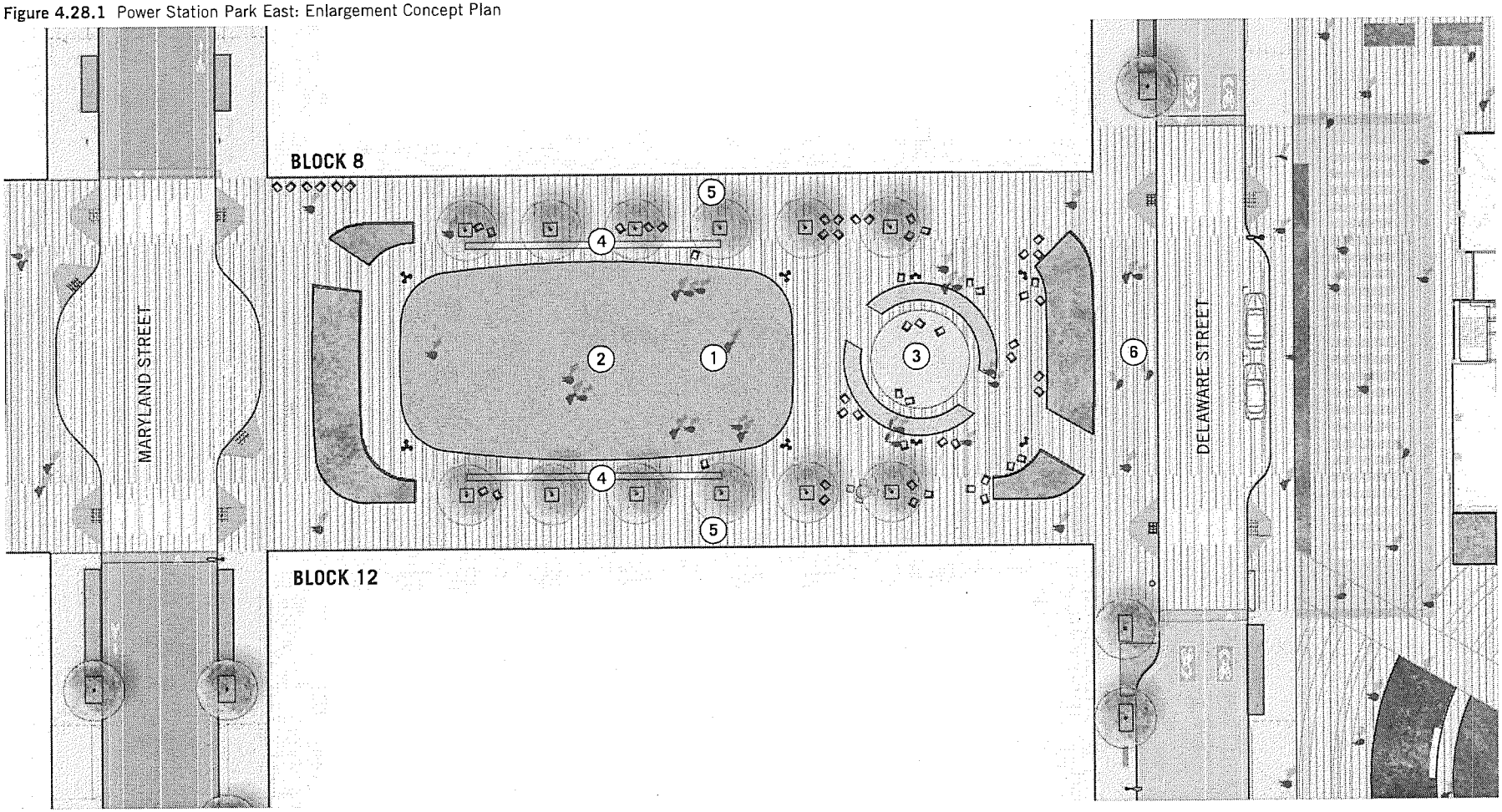
CONSIDERATIONS

4.28.9 Awnings and Architectural Canopies
To establish an intermediate scale between the park and adjacent buildings, consider a canopy structure or awning that may be freestanding or integrated with building architecture along the northern edge of Power Station Park at both East and West blocks.

4.28.10 Park-Edge Trees
Trees may be planted along the park edges instead of or in addition to canopy structures or awnings as long as the minimum 10-foot wide circulation path is maintained.

4.28.11 Multi-Purpose Lawn
Consider consolidating the two multi-purpose lawns in Power Station Park East and Power Station Park West into either Power Station Park East or Power Station Park West during detailed or final design to provide the opportunity for having a larger field.

Figure 4.28.1 Power Station Park East: Enlargement Concept Plan



POWER STATION PARK EAST

Concept Plan

(1) Multi-Purpose Lawn

(2) Under-6 Soccer Field (Minimum Dimensions: 45 feet x 75 feet)

(3) Plaza

(4) Seating

(5) Building Access and Circulation Path

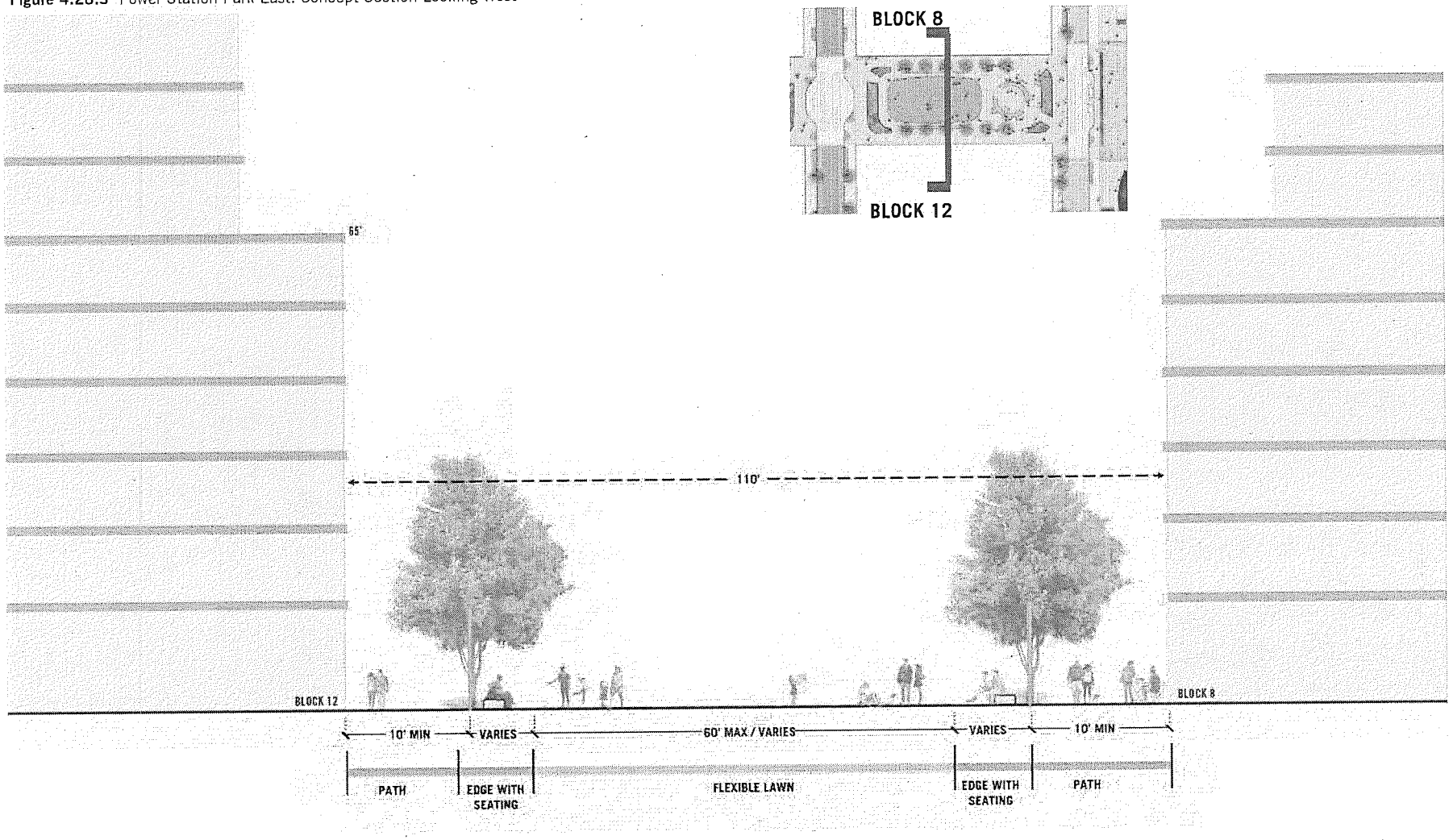
(6) Clear Viewshed to Unit 3 and the Stack

Power Station Park East

Figure 4.28.2 Power Station Park East: Conceptual View Toward Unit 3 and the Stack, Showing Edge of Flexible-Use Field and the Power Station Park East Plaza

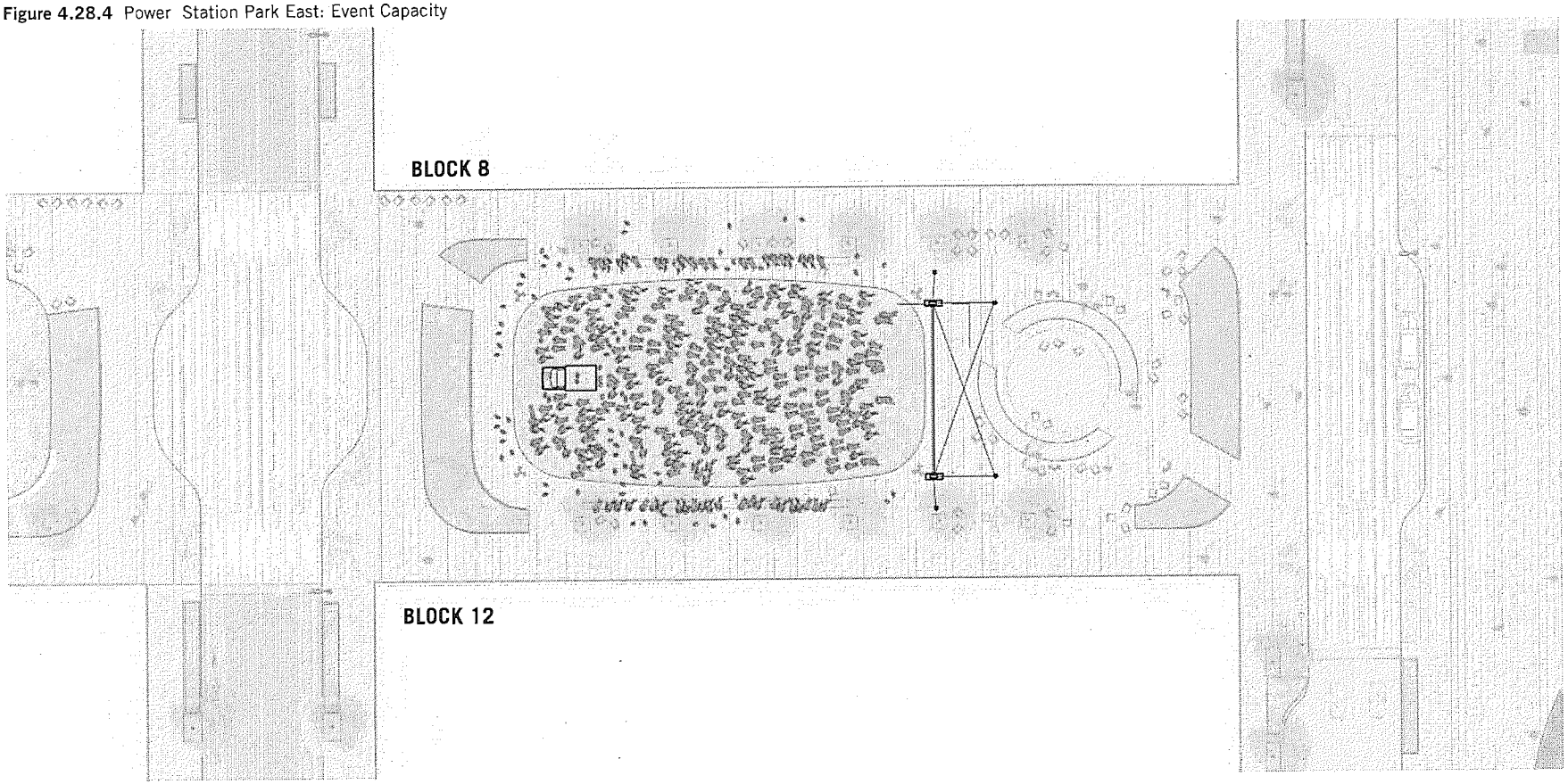


Figure 4.28.3 Power Station Park East: Concept Section Looking West



Power Station Park East

Figure 4.28.4 Power Station Park East: Event Capacity



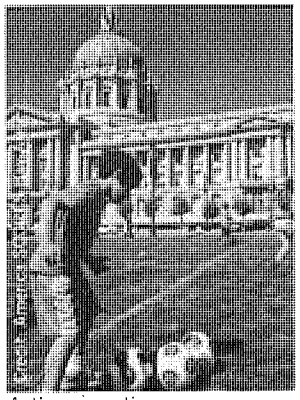
POWER STATION PARK EAST EVENT CAPACITY

Diagram showing a performance or movie night accommodating over 450 people.

Figure 4.28.5 Power Station Park East: Precedent Images



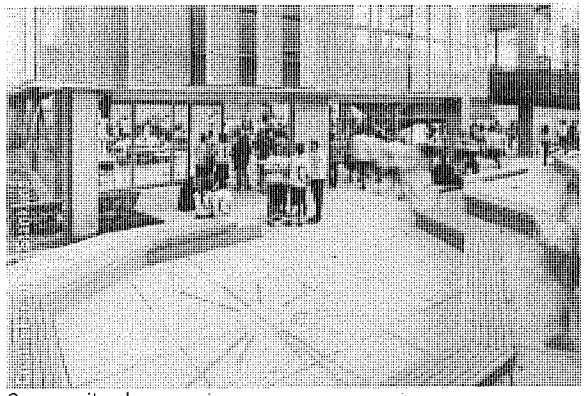
Fitness in the park.



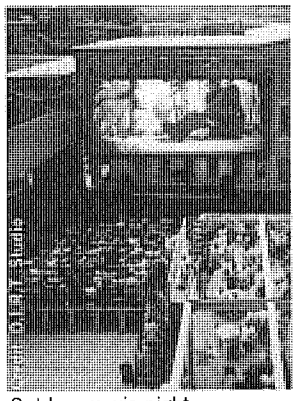
Active recreation.



Picnic in the park.



Community plaza.



Outdoor movie night.



Outdoor seating on the park.

4.29 Power Station Park West

Power Station Park West will feature a fitness and play area for all ages and a multi-purpose lawn that can accommodate youth soccer. Signature sculptural play elements will distinguish this park, providing opportunities for active play and exercise. To the extent possible, play features shall integrate uses for all ages and not segregate people by age groups.

The Park will be designed to be interactive with the ground floors of adjacent buildings. The park design shall enhance building programming, including community uses such as day care, indoor fitness rooms, or other community spaces. Public seating on the north side of the park and around the turf area will take advantage of sun exposure. Primary circulation paths at the north and south edges of the park will provide pedestrian paths and connect the west and east blocks of the park with similar paving and path widths.

STANDARDS

4.29.1 Sculptural Play Elements

Power Station Park West shall feature play structures appropriate for play and fitness for all ages. A special zone may be designated for use by an adjacent day care during day care operation hours. Outside of such hours, the special zone shall be open to the general public.

4.29.2 Multi-Purpose Lawn

Power Station Park West shall feature an open, multi-purpose lawn that can accommodate one under-6 youth soccer field.

4.29.3 Pedestrian Circulation

A Pedestrian Throughway, having a minimum width of 10 feet, shall be established in the east–west direction along the building faces to the north and south. Free movement shall be allowed in the north–south direction across the park between buildings, through porous edges or edges with multiple points of entry between circulation paths and the central play plaza.

4.29.4 Amenities

The following amenities shall be provided within Power Station Park West: play features, seating, lighting, planted areas, stormwater gardens, bicycle parking, drinking fountains, and waste stations. The amenities and features shown in figure 4.29.1 are permitted in Power Station Park West.

4.29.5 Fire Access

Fire access within Power Station Park West may be required if Block 7 is developed with more than one building. This access shall be a maximum length of 150 feet, measured from the curb-cut or vehicular access point into the open space. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

GUIDELINES

4.29.6 Paving

Primary circulation paths at building faces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Paving at primary circulation paths at both blocks of Power Station Park should be identical or similar in order to create uniformity across the two park blocks.

4.29.7 Lighting

See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum.

4.29.8 Sculptural Play Elements

Play elements should be integrated into a cohesive urban plaza design. To the extent feasible, play features should not segregate age groups from one another. To avoid fixed barriers and fences, it is recommended that potential designated day care center activities use temporary moveable barriers/fences during use.

CONSIDERATIONS

4.29.9 Awnings and Architectural Canopies

To establish an intermediate scale between the park and adjacent buildings, consider a canopy structure or awning that may be freestanding or integrated with building architecture along the northern edge of Power Station Park at both East and West blocks.

4.29.10 Park-edge Trees

Trees may be planted along the park edges instead of or in addition to canopy structures or awnings as long as the minimum 10-foot wide circulation path is maintained

4.29.11 Furnishing

See Section 4.9 for standards and guidelines. Furnishing should complement and be integrated into the overall park design. Moveable seating, such as cafe tables and chairs is encouraged along the northern building face. Public picnic tables or fixed cafe tables for public use are recommended. Picnic tables and bench seating should be located directly adjacent to the play area.

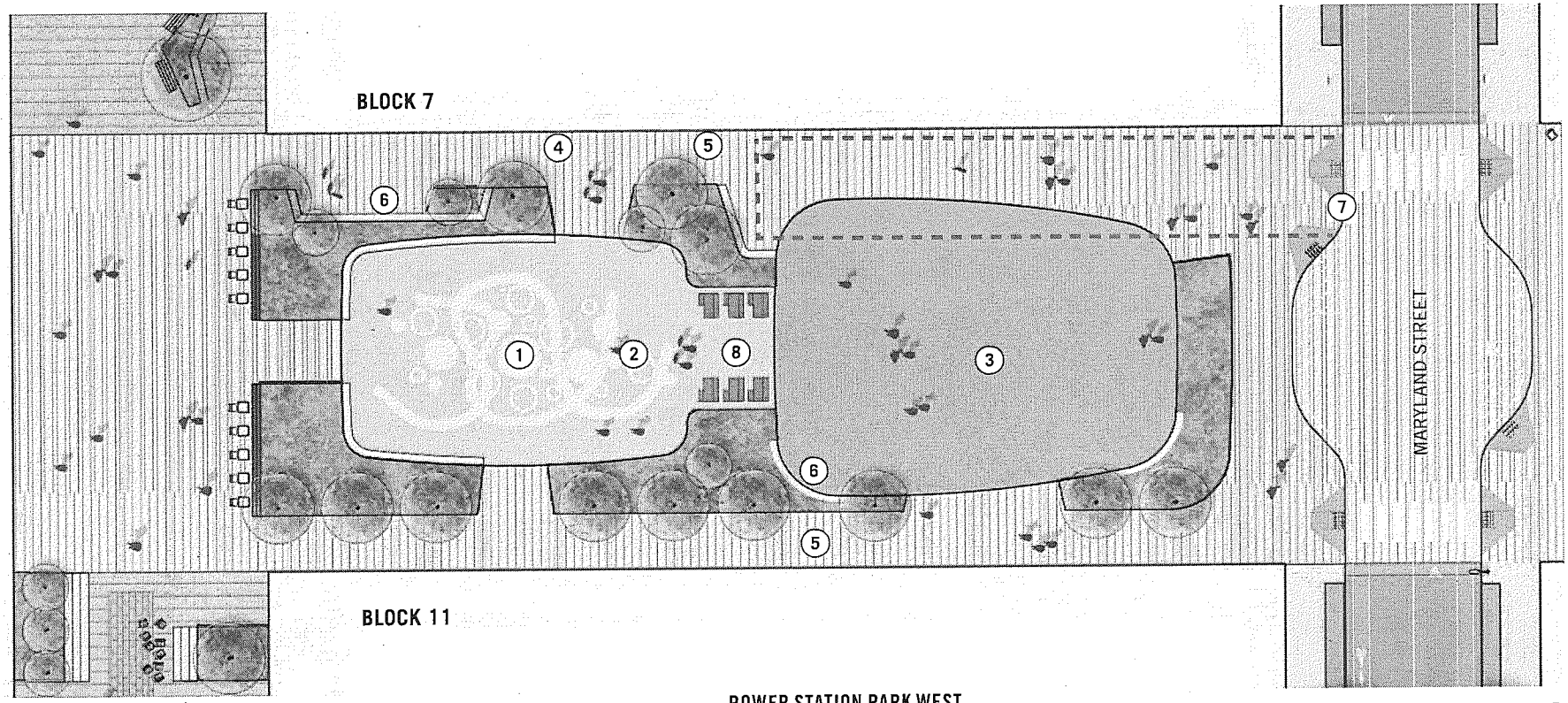
4.29.12 Lighting

Fixtures should reinforce the linear design of the primary circulation paths on the north and south edges of the park. Accent lighting at park features such as seating and play elements may be used to provide lighting variety.

4.29.13 Sculptural Play Elements

Play elements should be artful, original structures that give Power Station Park West a clear identity.

Figure 4.29.1 Power Station Park West: Enlargement Concept Plan



4.29.14 Multi-Purpose Lawn

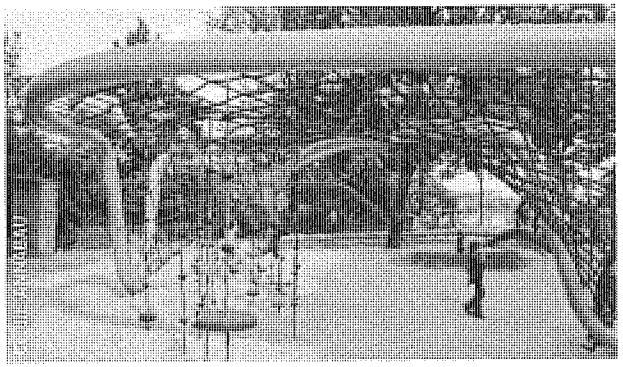
Consider consolidating the two multi-purpose lawns in Power Station Park East and Power Station Park West into either Power Station Park East or Power Station Park West during detailed or final design to provide the opportunity for having a larger field.

Power Station Park West

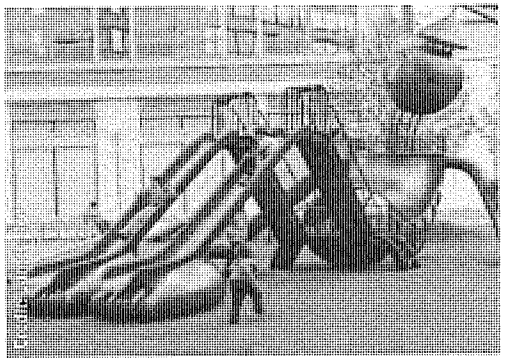
Figure 4.29.2 Power Station Park West: Precedent Images



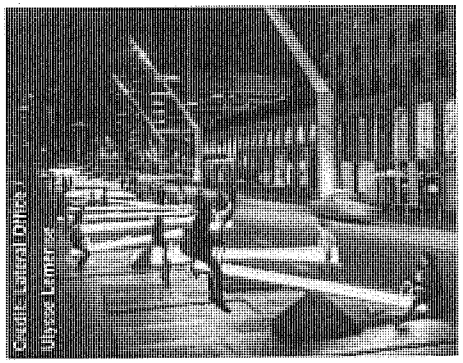
Sculptural play area integrated with plaza.



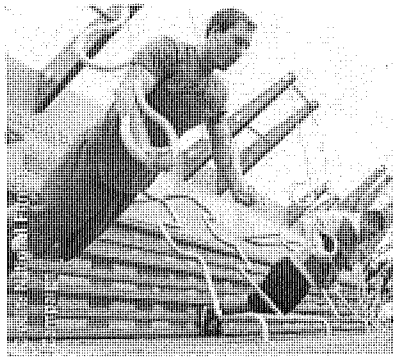
Play features for all ages.



Sculptural play element.



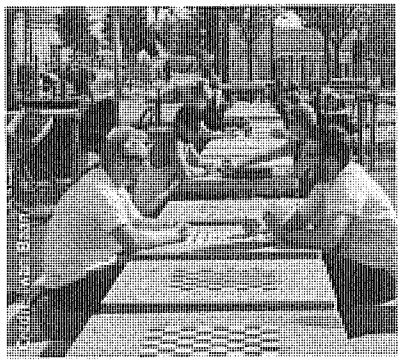
Playful elements for all ages.



Adult fitness amenities.

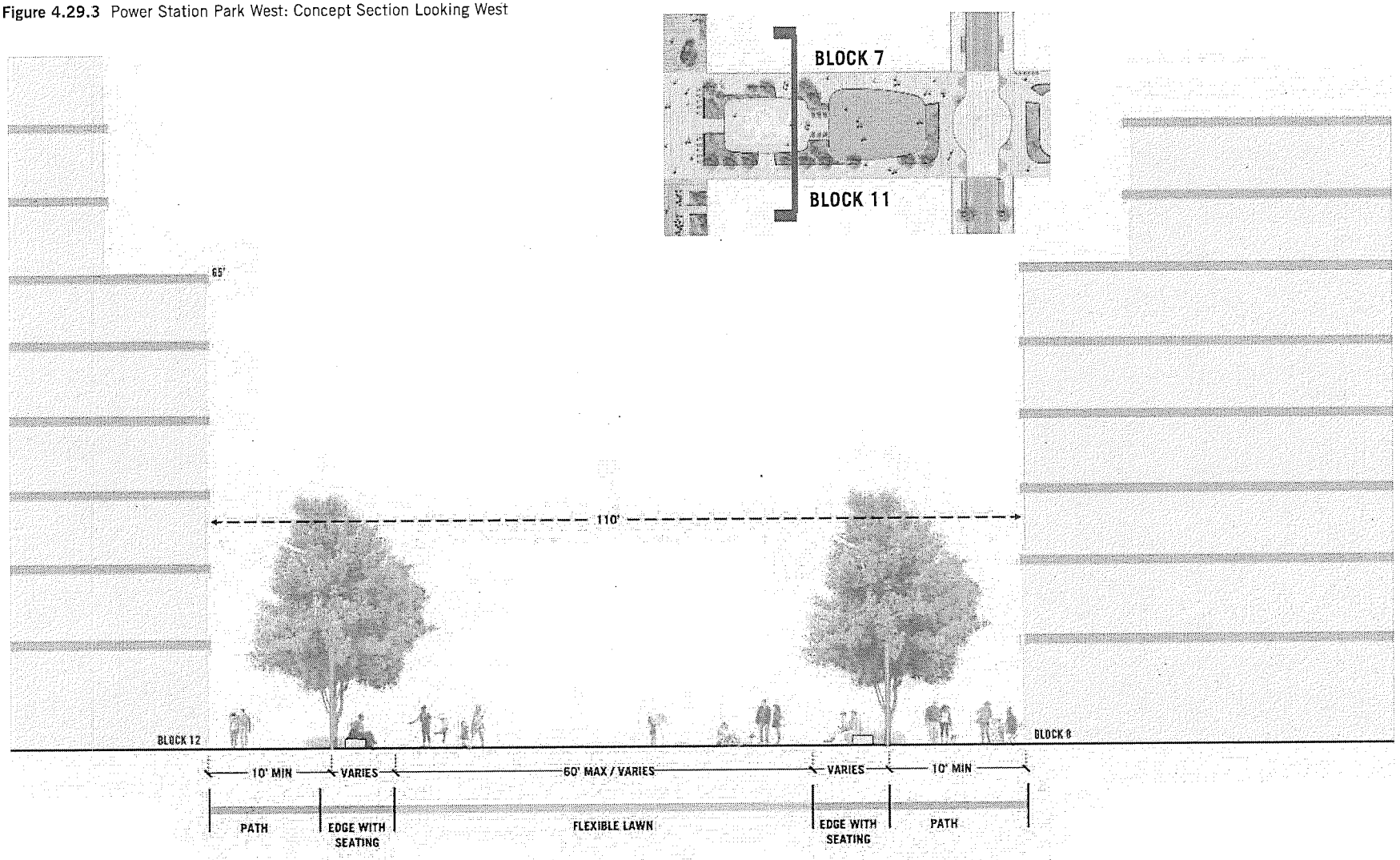


Game tables.



Game tables.

Figure 4.29.3 Power Station Park West: Concept Section Looking West



4.30 Louisiana Paseo

Louisiana Paseo, while providing continuous pedestrian passage from block to block, will be made up of several distinct spaces. The south end of the paseo, at 23rd Street, will incorporate an open, paved plaza space that can accommodate food trucks or small neighborhood events. The plaza shall complement the commercial and light-industrial uses in the adjacent buildings at Block 15 and Block 11. Accordingly, Louisiana Paseo shall be designed to provide spill-out space relating to this public use, inviting public gathering and drawing pedestrians from Humboldt and 23rd Streets. Where it meets the west end of Power Station Park, the paseo will incorporate seating and may include game tables such as table tennis or chess. At the north end of the paseo, between Power Station Park and Humboldt Street, the paseo will be a pedestrian passage with seating that complements the adjacent Residential and Commercial uses of Block 15 and Block 7. The various spaces of Louisiana Paseo also provide opportunities for public art and elements of an interpretive program, such as interpretive exhibits.

STANDARDS

4.30.1 Pedestrian Circulation
Pedestrian Throughways, having a minimum width of 10 feet, shall be established in the north–south and east–west directions through the paseo. See Figures 4.30.2 and 4.30.3

4.30.2 Amenities
The following amenities shall be provided within Louisiana Paseo: seating, lighting, planted areas, stormwater gardens, bicycle parking, waste stations, and power sources for events. The amenities and features shown in figure 4.30.1 are permitted in Louisiana Paseo

4.30.3 Food and Drink Semi-Permanent Kiosks and Mobile Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

GUIDELINES

4.30.4 Paving
Primary circulation paths and plaza spaces should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers.

4.30.5 Furnishing
See Section 4.9 for standards and guidelines.

4.30.6 Lighting
See Section 7 for standards and guidelines. Lighting should balance safety with the need to keep light pollution to a minimum.

4.30.7 Program and Design
Louisiana Paseo should be designed to accommodate temporary events, performances, and art exhibits. If the eastern wall of Station A collapses or is damaged beyond repair, the paseo should be designed to provide welcoming spill-out space for the public use that would be required on the portion of Block 15 fronting Power Station Park. While unifying design elements such as paving, lighting fixtures, and furnishing should provide a legible identity for the entire paseo, the individual spaces at 23rd street, at Power Station Park, and at Humboldt Street should incorporate design elements and programming that are distinct from one another.

CONSIDERATIONS

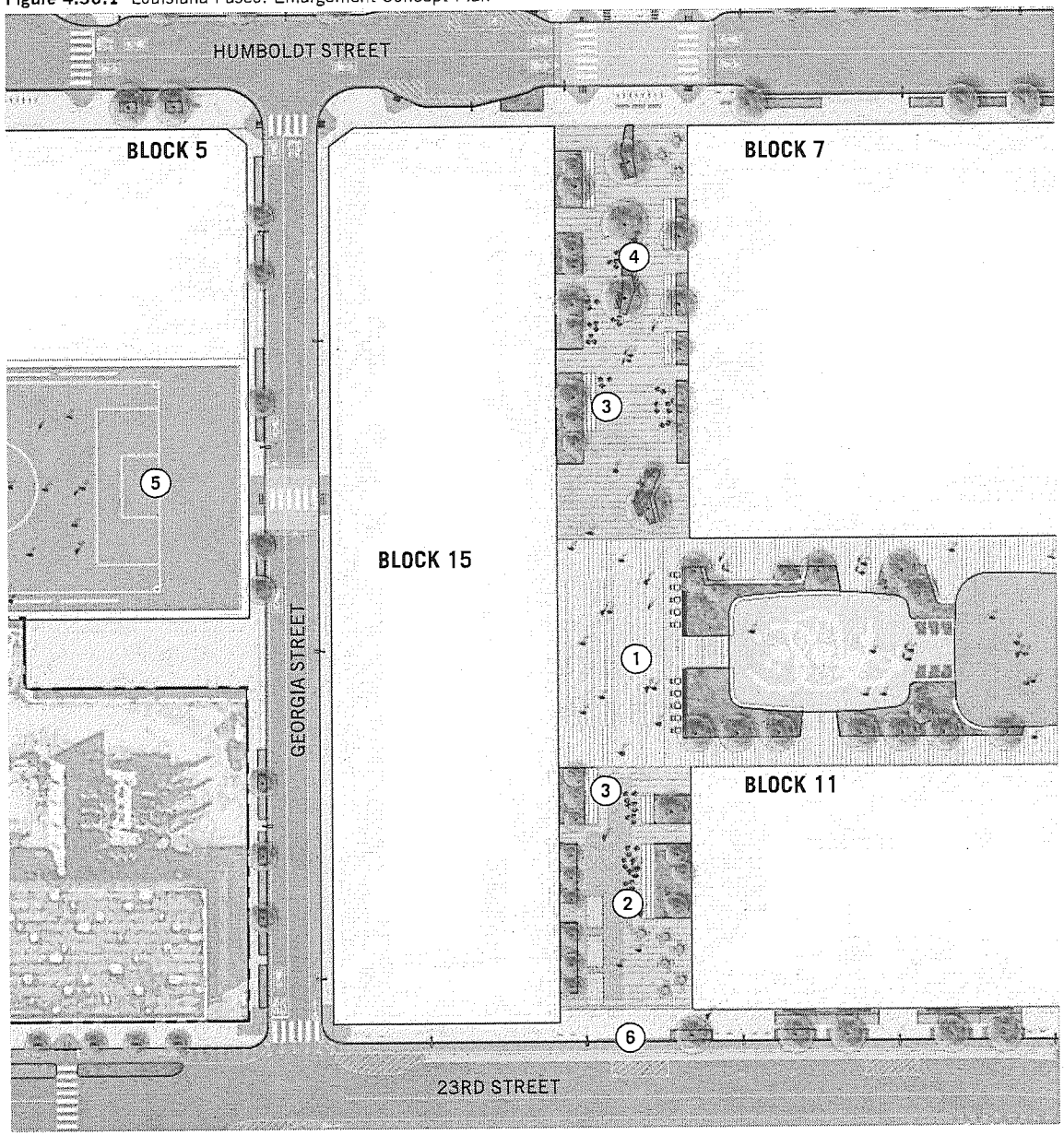
4.30.8 Lighting

Primary fixtures should reinforce the linear design of the primary circulation paths. Secondary accent lighting may be used to highlight furnishing, paving, or other site elements.

4.30.9 Amenities

If the eastern wall of Station A collapses or is otherwise damaged beyond repair, amenities within Louisiana Paseo fronting Power Station Park should complement the spill-out space for the public use that then would be required on the portion of Block 15 fronting Power Station Park. Such amenities could include space for public assembly, public art, and informal recreation spaces, such as game tables, described earlier.

Figure 4.30.1 Louisiana Paseo: Enlargement Concept Plan



LOUISIANA PASEO

Outdoor Living Room, Spaces for Play, and A Pedestrian Paseo

1. Station A Plaza: Play Tables and Seating
2. Flexible-Use Plaza For Events, Food Trucks, Block Parties
3. Seating
4. Pedestrian Paseo and Seating
5. Rooftop Sports Field (See Section 4.31)
6. Curb Cut for Food Trucks/Maintenance Access (No Parking at this location)

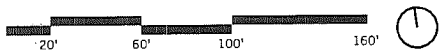
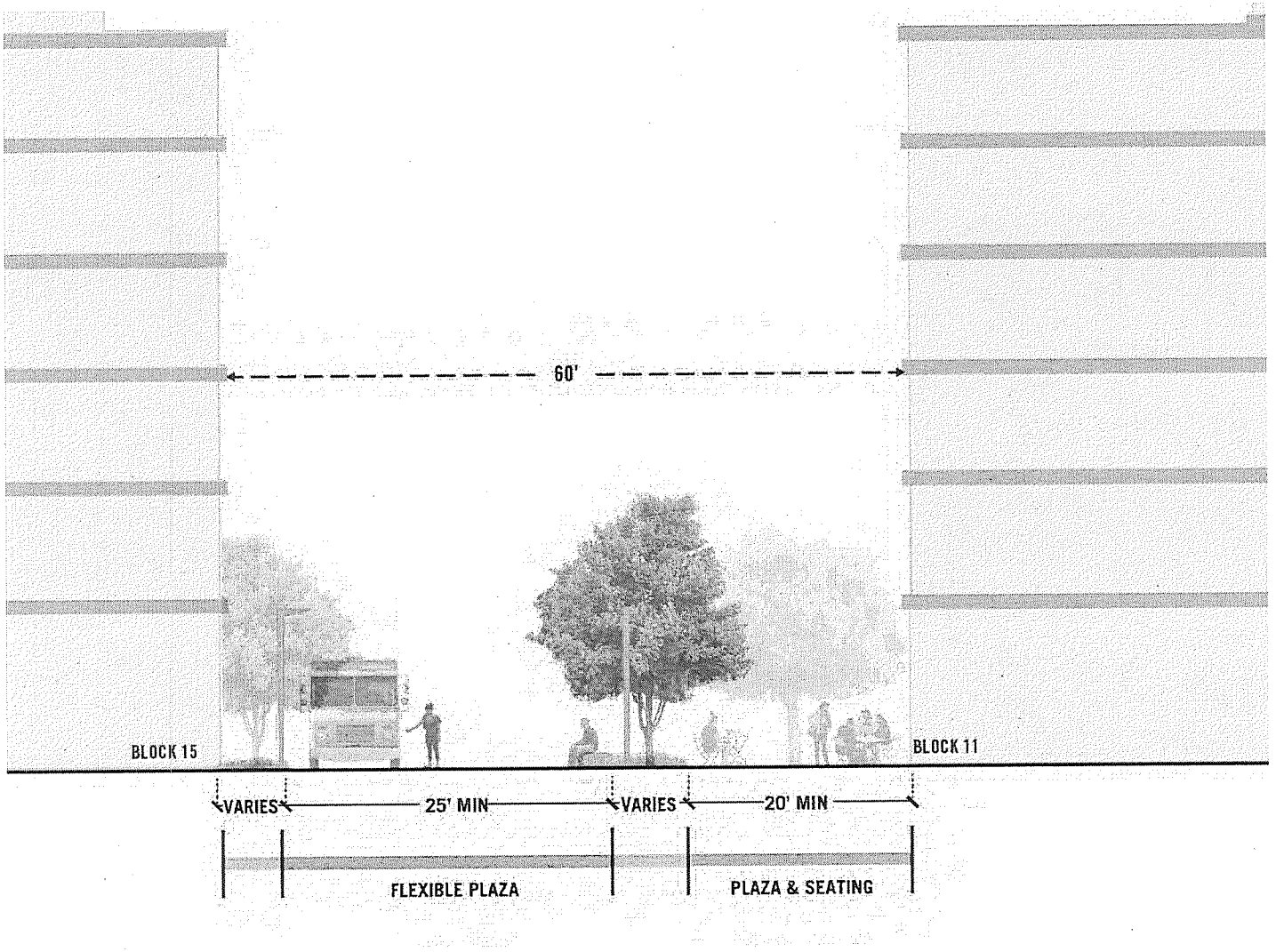


Figure 4.30.2 Louisiana Paseo South: Concept Section Looking North



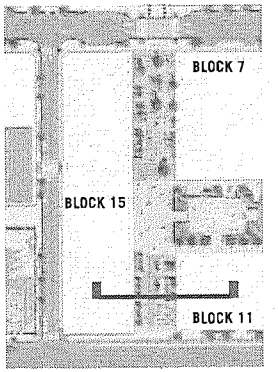
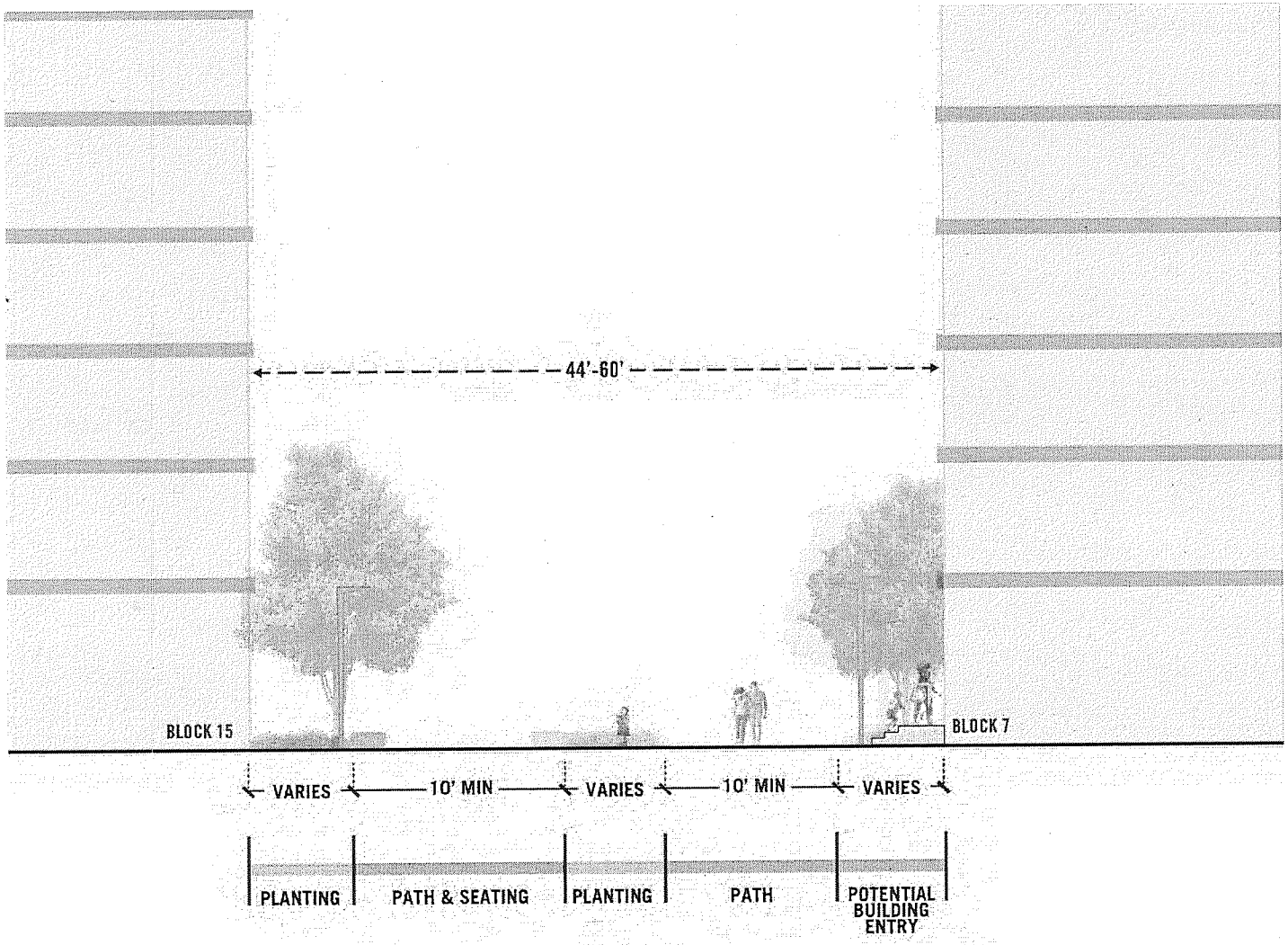
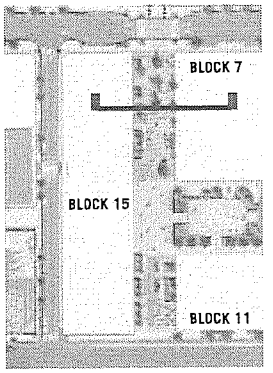


Figure 4.30.3 Louisiana Paseo North: Concept Section Looking North





4.31 Rooftop Soccer Field

The Power Station proposes to use a portion of the rooftop of the District Parking Garage for a publicly accessible, under-10 multi-purpose field made of high-quality artificial field turf. The location of the soccer field is proposed to be on top of Block 5, but may instead be on the roof of Block 1 or 13, which are also potential locations of the District Parking Garage. The facility is sized to accommodate casual adult-league play, youth development, and club training on one large under-10 field or three smaller under-6 fields. A field reservation system will be available for users to reserve the space. If a District Parking Garage is not constructed, an under-10 multi-purpose field will be constructed elsewhere on Blocks 5, 1 or 13, or elsewhere on-site. Such field may be indoors or outdoors.

STANDARDS

4.31.1 Access
Use of the soccer field shall be open to the public, pursuant to the terms of the Development Agreement. An access route from street level shall be provided with elevator and stair access and legible wayfinding.

4.31.2 Furnishing
Provide bench seating at field level for players and spectators.

4.31.3 Amenities
The following amenities shall be provided at the soccer field: seating, lighting, drinking fountain, and waste stations. A restroom serving the field will be provided within the same building as the field but may be located on the ground floor. The amenities and features shown in figure 4.31.2 are permitted at the rooftop soccer field.

4.31.4 Field Enclosure
A wind screen and/or protective netting shall be provided as necessary. See also height exception Standard 6.2.4.

4.31.5 Field Dimensions
The field will be an under-10 field measuring 105 feet by 180 feet with 10-foot clearance on south, east, and north edges of the field. The field may be split into three under-6 fields measuring 60 feet by 105 feet. A clearance of 26 feet will be provided on the western edge of the field.

Note: These dimensions apply to a soccer field at Block 5. Should the field be located at Block 1 or Block 13, the field shall have the same minimum dimensions of 105 feet by 180 feet, but the clearances may differ. If the field is located indoors, the minimum ceiling height shall be 20 feet.

4.31.6 Turf
Artificial turf is required.

4.31.7 Permitted Activities
Other active recreation activities are permitted on the soccer field.

GUIDELINES

4.31.8 Lighting
See Section 7 for standards and guidelines. Lighting should balance the safety and functionality of the sports field with the need to keep light pollution to a minimum.

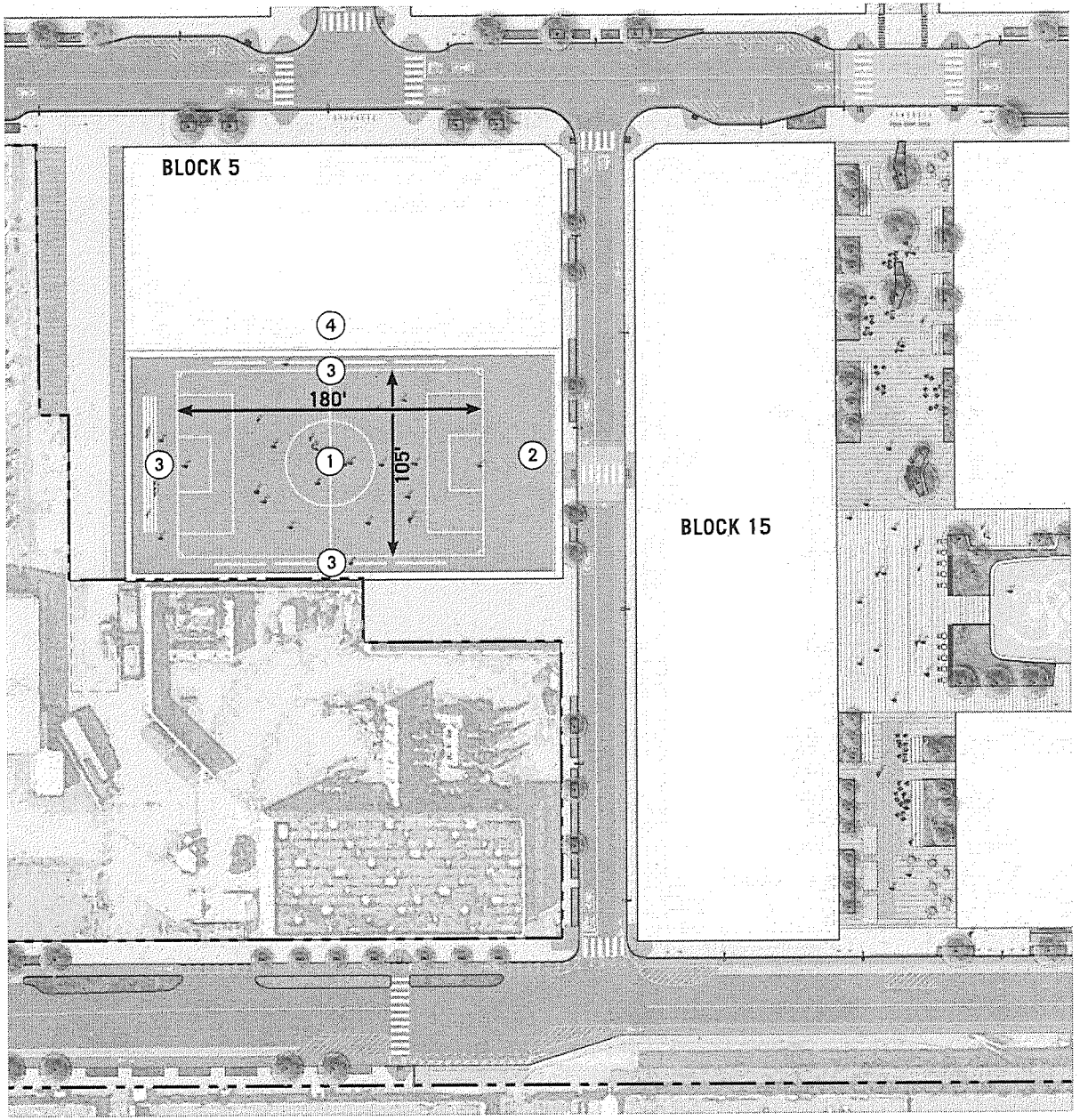
Note: Sports field lighting is not PUC lighting.

4.31.9 Field Reservation Policy
If permitted by Recreation and Parks Department (RPD), reservation of the rooftop soccer field may occur through RPD's online athletic facilities reservation system.



Figure 4.31.1 Rooftop Soccer Field: Precedent Image

Figure 4.31.2 Rooftop Soccer Field: Enlargement Concept Plan



ROOFTOP SOCCER FIELD

Publicly accessible sports facility

(1) Under-10 sized soccer field (105 feet x 180 feet)

(2) Warm-up area

(3) Benches

(4) Publicly accessible restroom to be located at the Block where field is located. Final location on or in building TBD.

20' 60' 100' 150'

4.32 Illinois Street Plaza

Illinois Street Plaza is a linear plaza that stretches between 22nd Street and Humboldt Street along the west side of Block 13. Since the plaza sits over a utility corridor and serves as an EVA lane, the primary character of the space will be driven by interesting paving and the light-industrial and commercial activity at the ground floor of Block 13.

STANDARDS

4.32.1 Fire Access

Fire access within Illinois Street Plaza is required. Open space fire access shall provide a minimum 26-foot-wide clear path of travel. See Figure 5.8.1 for fire access locations within open space.

4.32.2 Amenities

The following amenities shall be provided within Illinois Street Plaza: seating, lighting, planted areas, bicycle parking, waste stations. The amenities and features shown in figure 4.32.1 are permitted in Illinois Street Plaza.

GUIDELINES

4.32.3 Paving

The plaza should be paved with enhanced cast-in-place concrete, unit pavers, or a combination of enhanced concrete and unit pavers. Vehicular rated paving systems that incorporate planted cells within the paving should be considered for the EVA lane.

4.32.4 Planting

Planting should be incorporated in the plaza design where feasible and within the requirements of the EVA lane.

4.32.5 Furnishing

See Section 4.9 for requirements. Furnishing must be located at the edge of the building or at the back of the Illinois Street sidewalk, clear of the Pedestrian Throughway and clear of the EVA lane.

4.32.6 Lighting

See Section 7 for standards and guidelines. Lighting must be clear of the EVA Lane.

Figure 4.32.1 Illinois Street Plaza: Enlargement Concept Plan

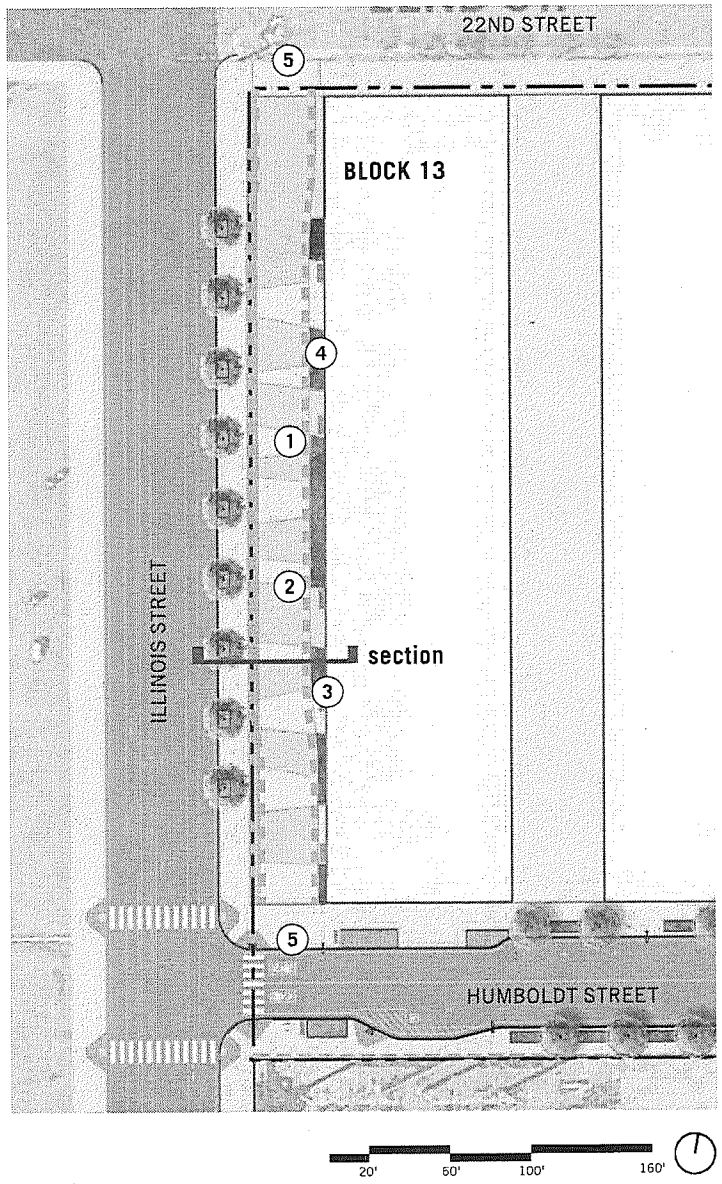
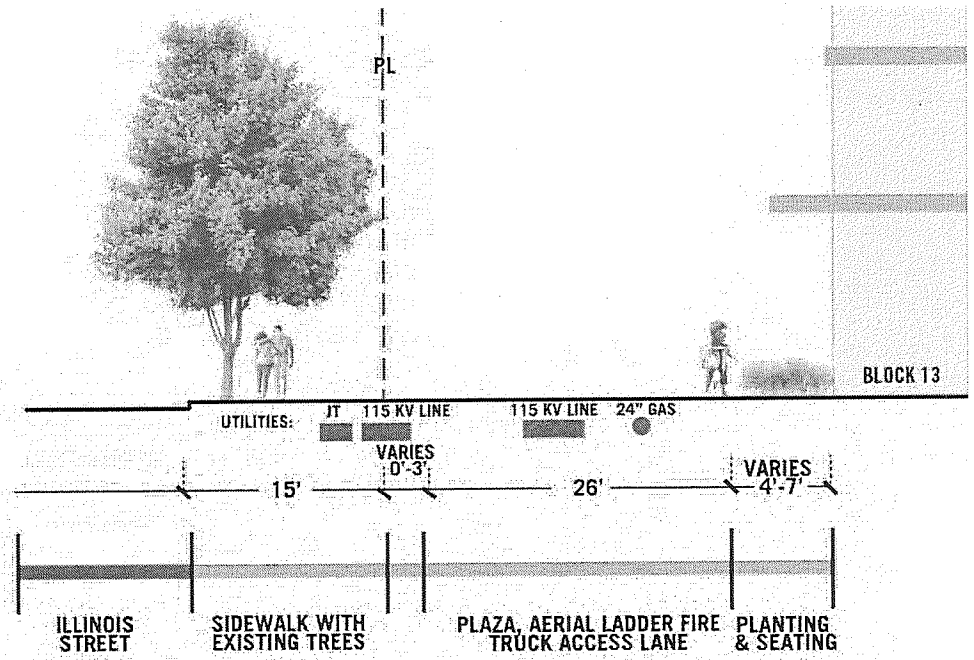


Figure 4.32.2 Illinois Street Plaza: Concept Section



ILLINOIS STREET PLAZA

1. Plaza
2. EVA Lane
3. Seating
4. Planting
5. EVA Curb Cut

Aerial Ladder Fire Truck Access Lane

4.33 Block 9 Building and Open Space Configuration Without Unit 3

If Unit 3 is not retained, the open space and building footprint at Block 9 will be reconfigured (see Sections 6.11 and 6.13). In this configuration, the southern edge of the new Block 9 building will align with the southern edge of Block 8, creating a continuous open space that connects Power Station Park to the Blue Greenway and the Bay. In this configuration, a unified Stack Plaza design extends from 23rd Street to Block 9, creating a grand civic space on the waterfront that incorporates paved plazas, gardens, and a south-facing lawn oriented to the Stack. A singular paving design links Stack Plaza to the Plaza spaces to the south and east of Block 9. The Plaza between the lawn and Block 9 may accommodate permanent and rotating art and interpretive exhibits, while allowing for everyday public seating and gathering.

The open space surrounding Block 9, extending from the south edge of Block 4 to the south edge of Stack Plaza, shall be characterized by a seamless design that reads and functions as one integrated space. The plaza and turf area shall be open, flexible-use space, appropriate for temporary events, public art, and the display of interpretive exhibits. The design shall include a balance of paving and green space while also including stormwater management gardens as needed. As the signature open space on the site, the design shall be of the highest caliber.

STANDARDS

4.33.1 Bicycle Circulation
See Section 4.21.1.

4.33.2 Pedestrian Circulation
See Section 4.21.2. A Pedestrian Throughway shall connect Delaware Street to the Blue Greenway in the east–west direction within the plaza south of Block 9.

4.33.3 Planting
See Section 4.21.3.

4.33.4 Amenities
See Section 4.21.4. A plaza south of Block 9 and a south-facing flexible-use turf area shall be provided. The amenities and features shown in figure 4.33.1 are permitted in the open space associated with the Block 9 alternative configuration.

4.33.5 Public Access
Block 9 Plaza shall remain open and accessible to the public. Please see Section 4.18 for standards and guidelines regarding Food Service Areas.

4.33.6 Food and Drink Semi-Permanent Kiosks and Mobile Carts
See Table 4.15.1 Publicly Oriented Accessory Retail Uses in Open Spaces.

4.33.7 Paving
See Section 4.21.5

GUIDELINES

4.33.8 Furnishing
See Section 4.21.6.

4.33.9 Lighting
See Section 4.21.7

4.33.10 Program
See Section 4.21.8 The flexible-use plaza and turf area should be designed to accommodate temporary events, performances, and art exhibits. Permanent public art features are allowed.

4.33.11 Connection to Spreckels Warehouse
See Section 4.21.9.

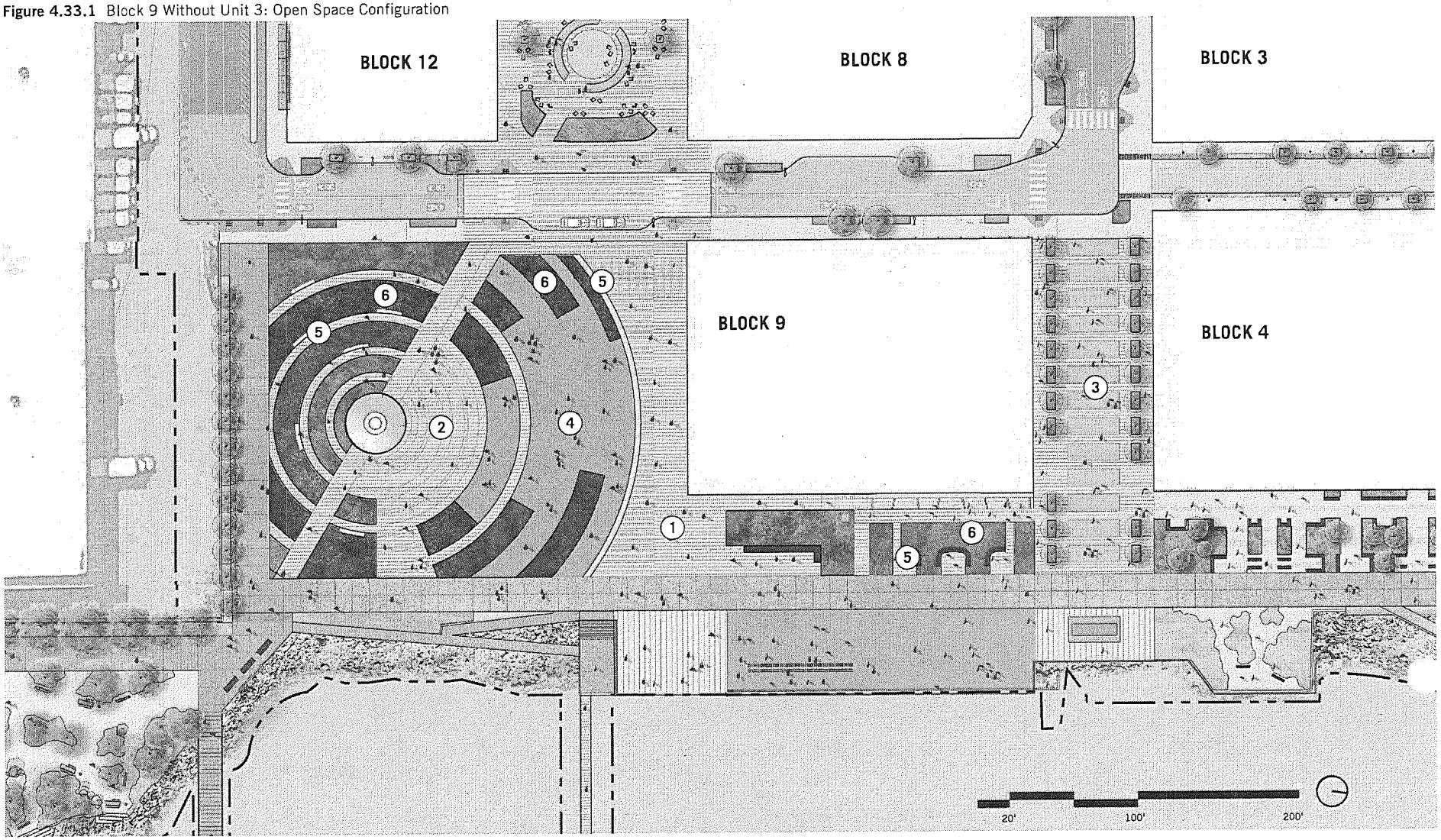
CONSIDERATIONS

4.33.12 Visual Buffer
See Section 4.21.10

4.33.13 Stormwater Management
See Section 4.21.11

4.33.14 Program
See Section 4.21.12

Figure 4.33.1 Block 9 Without Unit 3: Open Space Configuration



BLOCK 9 ALTERNATIVE CONFIGURATION WITH STACK PLAZA AND HUMBOLDT STREET PLAZA

Conceptual Scenario in which Unit 3 is Not Retained

(1) Block 9 Plaza: Multi-Use Event and Art Plaza
(2) Stack Plaza
(3) Humboldt Street Plaza
(4) Turf Area
(5) Public Seating
(6) Planting

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Section 5
STREETS

Streets

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URBAN FOREST
BUILDING FACE
STORMWATER TREATMENT
FRONTAGE ZONE
SLOPE AND FURNISHING ZONE

Streets

The quality of a neighborhood's public life is largely defined by what happens in its streets.

The Streets section implements the "Complete Streets" concept described in the Vision and provides detailed controls for the site's array of streetscapes. This section begins with an overview of street types and moves on to describe the pedestrian, bicycle, transit, shuttle, and vehicular networks that create the site's transportation system. The Power Station project will include several complementary street typologies that create a variety of different experiences for residents, workers, and visitors. These varied street types facilitate different uses and speeds of movement, from an afternoon stroll to a morning bicycle ride to work.

Streets at the Power Station project are designed to be pedestrian-and bicycle-friendly, with generous sidewalks and narrow vehicular travel lanes designed to facilitate slower vehicle speeds and prioritize safe pedestrian travel. Public transit is seamlessly integrated into the design, and optimally located to facilitate and encourage transit use. Street types and designs conform to the *San Francisco Better Streets Plan (2010),* enhancing the public realm with a robust network of complete-street typologies. Proposed street designs included in this section have been carefully reviewed by San Francisco Department of Public Works (SF Public Works), San Francisco Fire Department (SFFD), San Francisco Municipal Transportation Authority (SFMTA), and San Francisco Public Utilities Commission (SFPUC), and found to be compatible with 2015 SF Public Works Subdivision Regulations and other regulations that sometimes conflict with the *Better Streets Plan.*

5.1 Street Overview

The *Better Streets Plan* seeks to balance the needs of all users with an understanding that, because they serve a multitude of social, recreational, and ecological roles, streets themselves are an integral component of the public realm and city fabric.

In accordance with the *Better Streets Plan*, streets at the Power Station project will connect to the surrounding neighborhood with well-designed sidewalks. They employ a unified palette of pedestrian-oriented streetscape materials that follow universal design principles and satisfy SF Public Works accessibility requirements. Space for retail spill-out and moments of casual interaction, integrated with the design, support adjacent businesses and community-serving public spaces. Curb space is designed to accommodate as much loading and servicing need as possible, in an effort to reduce vehicular and pedestrian conflicts by limiting the number of driveways provided within the project. A generous canopy of trees and integrated stormwater treatment areas contribute to a verdant, attractive, and ecologically sustainable streetscape. Streets are designed to maximize pedestrian and cyclist safety, upholding Vision Zero SF, a policy adopted by the City and County of San Francisco in 2014.

Consistent with the *Better Streets Plan* and Vision Zero SF, the site will include the following street types, illustrated in Figure 5.1.1:

- **Neighborhood Commercial Streets** are those where San Franciscans do their daily errands, meet with friends, and shop and play on weekends. Accordingly, they must accommodate a variety of needs, including ample foot traffic as well as short-term parking for customers and loading space requirements for merchants. Neighborhood commercial streets include Humboldt Street, Maryland Street, Georgia Street, and the portion of Delaware Street south of Humboldt Street.
- **Mixed-Use Streets** serve a variety of low-intensity industrial uses in addition to residences, shops, and services. Mixed-use streets are often wide streets, with higher volumes of faster-moving traffic. Their use and character are in a state of constant change. 23rd Street will be a mixed-use street.
- **Alleys** are small-scale streets that typically only carry low numbers of vehicles accessing adjacent properties. Alleys will include Georgia Lane, Louisiana Street, and the portion of Delaware Street north of Humboldt Street. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets, which are alleys without raised curbs. Craig Lane will be a one-way service alley with curbs and conventional sidewalks.
- **Shared Streets** are alleys without curbs. The goal of designating a shared street is to calm traffic and create a safe environment that encourages public activity. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets.

STANDARDS

5.1.1 Requirements

Streets shall be designed for SU-30 Single Unit trucks and to accommodate WB-40 Intermediate Semitrailers (therefore WB-40 trucks may need to use adjacent travel lanes in order to turn). Streets shall adhere to the standards and guidelines contained within this section. For specific requirements for each street, see Street Character Sections 5.16 through 5.25.

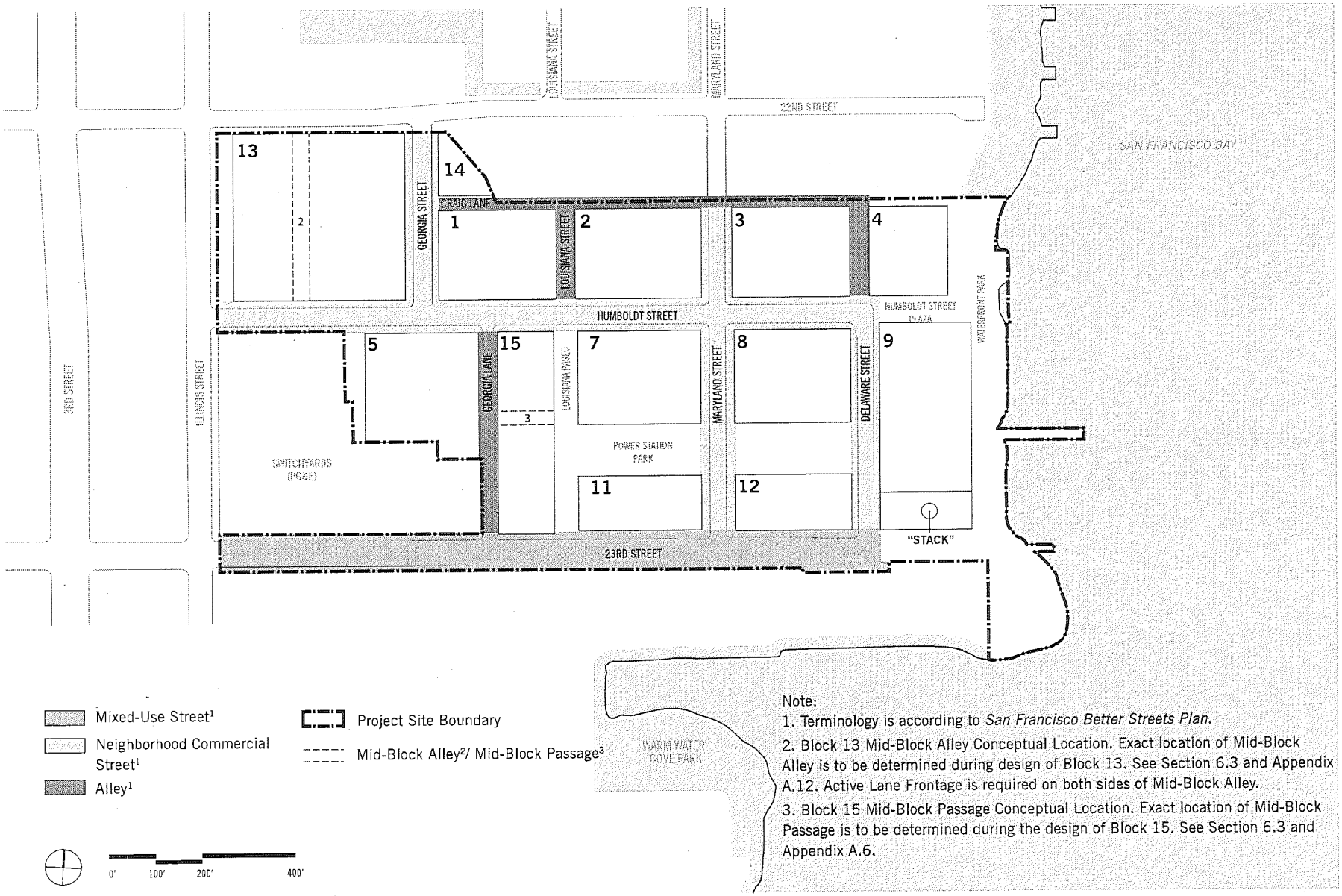
5.1.2 Public Rights-of-Way

Public streets at the Power Station project must comply with Department of Public Works (SF Public Works) standards, and be publicly accessible, subject to reasonable maintenance, operations, repair, and emergency access rights. Refer to Figure 5.13.1 for public rights-of-way planned for the Power Station project.

5.1.3 Signage and Markings

All intersections shall comply with City of San Francisco standards for signage and street markings.

Figure 5.1.1 Street Types



Note:

1. Terminology is according to *San Francisco Better Streets Plan.*
2. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.
3. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.2 Pedestrian Network

Sidewalks within public rights-of-way (ROWs) and throughways within open spaces at the Power Station project are designed to prioritize the safety and convenience of pedestrians with highly visible crossings, curb extensions that minimize crossing distances, and ample sidewalk space.

Sidewalks—the area between the curb and the property line—balance pedestrian travel with landscaping, furnishings, lighting, and other elements such as signage and fire hydrants. The following zones, consistent with the *Better Streets Plan*, help organize the aforementioned elements. See Figure 5.2.1 Sidewalk Zones.

Edge Zone. This area is used for the loading and unloading of people and goods. The edge zone shall be 24 inches in width (measured from the curb or street-edge) and located where there is adjacent parking or loading activities.

Furnishing Zone. This portion of the sidewalk is used for street trees, landscaping, transit stops, street lighting, furniture (such as benches), trash receptacles, bicycle racks, and other amenities. The width of the furnishing zone ranges from 3 to 5 feet, but can be wider as needed.

Throughway Zone. This zone is used for pedestrian travel. The throughway zone, also called the Pedestrian Throughway, varies in width, but is in no event less than 4 feet wide.

Frontage Zone. This area, adjacent to the building, provides a transition from the activity inside the building to that of the street.



Figure 5.2.1 Sidewalk Zones



Furnishing Zone



Throughway Zone



Edge Zone



Frontage Zone

STANDARDS

5.2.1 Pedestrian Throughway

The Pedestrian Throughway shall be an accessible path of travel.

A) On all street types, except for alleys and shared streets, a minimum six-foot-wide Pedestrian Throughway shall be provided.

B) On alleys and shared streets, a minimum 4-foot-wide Pedestrian Throughway shall be provided, with a minimum 5 foot by 5 foot passing zone at a maximum of 200 feet on center. A 6-foot-wide path of travel shall be maintained where feasible. See Street Character sections (5.16 through 5.25) for streetscape details.

5.2.2 Raised Pedestrian Crossings

Raised pedestrian crossings shall be provided in the following locations, illustrated in Figure 5.2.2:

- Where Power Station Park crosses Maryland and Delaware streets;
- At the intersection of Humboldt and Louisiana streets; and
- At the mid-block crossing on Georgia Lane.

The surface, elevation, and design of raised pedestrian crossings shall comply with SF Public Works and SFPUC standards.

At raised crossings, Pedestrian Throughways across the intersection shall be indicated with crosswalks.

5.2.3 Shared Streets

Shared streets apply a continuous single surface treatment across the width of the ROW, with no raised curbs. Louisiana Street and the portion of Delaware Street north of Humboldt Street may be shared streets, as shown in Figure 5.2.2. In the event that these segments north of Humboldt are not shared streets, they would have raised curbs at least 4 inches in height. Additional detail is given in the D4D sections regarding the streetscape of Delaware Street (Section 5.21) and Louisiana Street (Section 5.22).

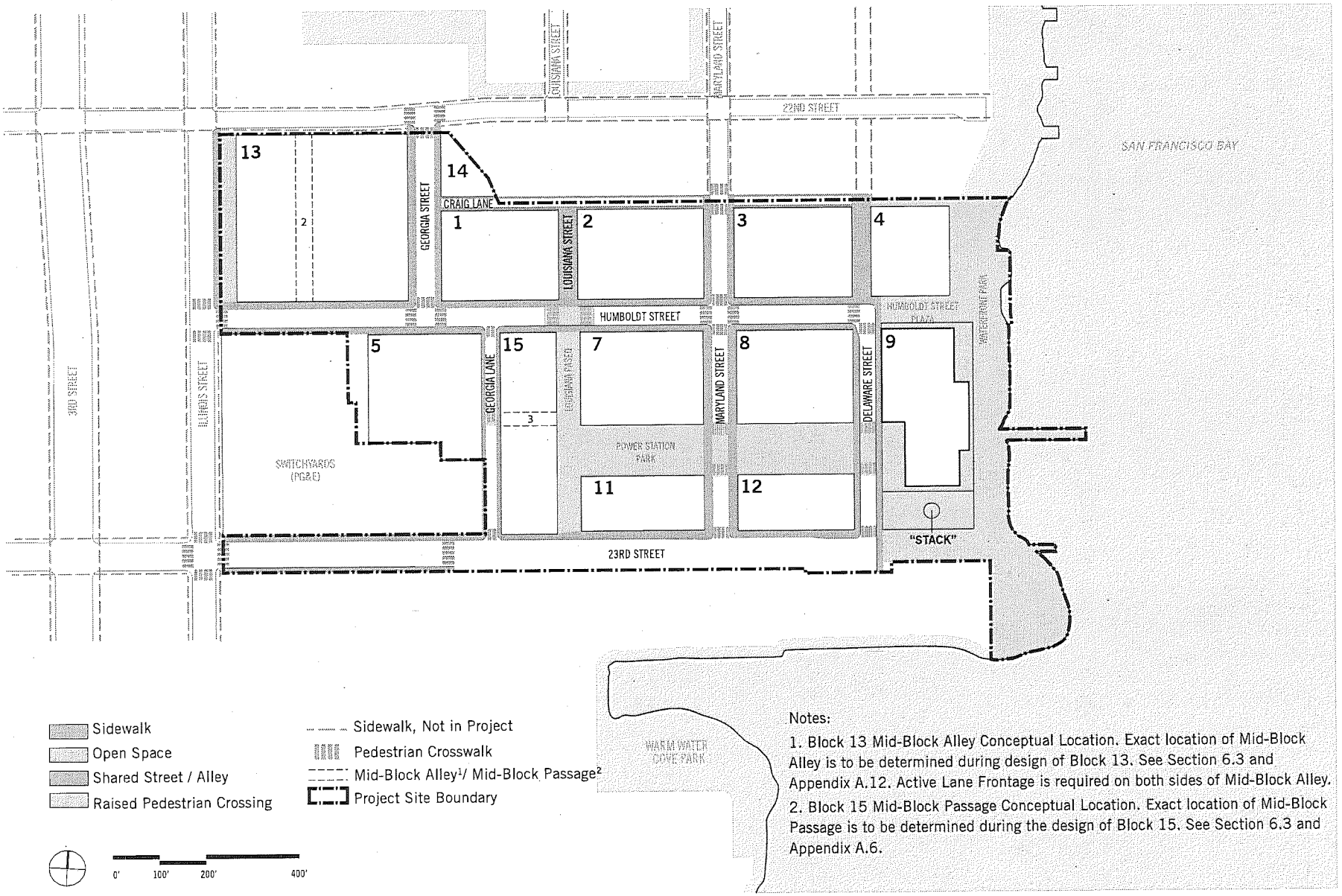
5.2.4 Crosswalks

Crosswalk treatments shall comply with City requirements and with SF Public Works standards. Surfacing of crosswalks shall meet ADA standards.

5.2.5 Bulb-outs

Bulb-outs shall be used wherever feasible based on design vehicle turning movement requirements to decrease pedestrian crossing distances and to create additional space for pedestrians, public seating and furnishing. The width of bulb-outs will be maximized to the extent reasonable based on vehicle turning movements and required utility separation to curb. Bulb-outs shall not be required if they will not be accepted by SF Public Works.

Figure 5.2.2 Pedestrian Network



Notes:

1. Block 13 Mid-Block Alley Conceptual Location. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12. Active Lane Frontage is required on both sides of Mid-Block Alley.

2. Block 15 Mid-Block Passage Conceptual Location. Exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

5.3 Bicycle Network

The Power Station project's internal bicycle network is designed to connect cyclists safely and efficiently to destinations within and adjacent to the site (See Figure 5.3.1). Ranging from shared-roadway markings (sharrows) to protected bicycle lanes, all public streets at the Power Station project will include bicycle facilities.

Bicycle Lane Classifications

Class I bikeways, also known as bicycle paths or shared-use paths, are facilities with exclusive right-of-way for bicyclists and pedestrians, situated away from the roadway, and with cross-flows by motor traffic minimized. Some systems provide separate pedestrian facilities. Class I facilities support both recreational and commuting opportunities. Class I facilities are commonly applied along rivers, shorelines, canals, utility rights-of-way, and railroad rights-of-way; within school campuses; and within and between parks.

Class II bikeways are bicycle lanes established along streets and defined by pavement striping and signage that delineates a portion of a roadway for bicycle travel. Bicycle lanes are one-way facilities, typically striped adjacent to motor traffic travelling in the same direction. Contraflow bicycle lanes can be provided on one-way streets for bicyclists travelling in the opposite direction.

Class III bikeways, or bicycle routes, designate a preferred route for bicyclists on streets shared with motor traffic and are not served by dedicated bikeways, in order to provide continuity to the bikeway network. Bicycle routes are generally not appropriate for roadways with higher motor traffic speeds or volumes. Bicycle routes are established by placing bicycle-route signs and optional sharrows along roadways.

A Class IV separated bikeway, often referred to as a cycle track or protected bicycle lane, is for the exclusive use of bicycles, physically separated from motor traffic with a vertical feature. The separation may include, but is not limited to, grade separation, flexible posts, inflexible barriers, or on-street parking. Separated bikeways can provide for one-way or two-way travel. By providing physical separation from motor traffic, Class IV bikeways can reduce the level of stress and improve comfort for more types of bicyclists, and contribute to an increase in bicycle volumes and mode share.

Note: Bicycle lane classifications above are from "*Caltrans Bikeway Classification Guide,*" published July 2017.



Class I Bikeway



Class II Bikeway



Class III Bikeway



Class IV Separated Bikeway

STANDARDS

5.3.1 Waterfront Connection

The Blue Greenway shall conform to the street sections shown in Section 5.16, connecting to bicycle facilities on 23rd Street and Pier 70. Design shall include effective warning cues and controls, per National Association of City Transportation Officials (NACTO), and shall adhere to SFMTA guidelines in order to minimize pedestrian, bicycle, and vehicular conflict. See Section 5.16.

5.3.2 Pier 70 Connection

The Class II bicycle lanes on Maryland Street shall connect to proposed bicycle facilities north of Craig Lane, as shown in Figure 5.17.1. Effective warning cues and controls per NACTO and SFMTA guidelines shall be included in the design of the Maryland Street facility to minimize pedestrian, bicycle, and vehicular conflict when transitioning to and from the Class II to the Class III facility proposed for Pier 70.

5.3.3 Required Bicycle Facilities

A) 23rd Street

A Class IV bicycle facility shall be provided on the north side of the street, extending from Illinois Street to Delaware Street. A Class IV bicycle facility shall be provided on the south side of the street from Illinois Street to Georgia Lane. A Class II bicycle lane shall be provided on the south side of 23rd Street from Georgia Lane to Delaware Street. See Figure 5.3.1.

B) Maryland Street

Class II bicycle lanes shall be provided on the east and west sides of the street. The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

C) Georgia Lane

A Class II bicycle lane shall be provided on the east side of the street; sharrows shall be provided on the west side of the street.

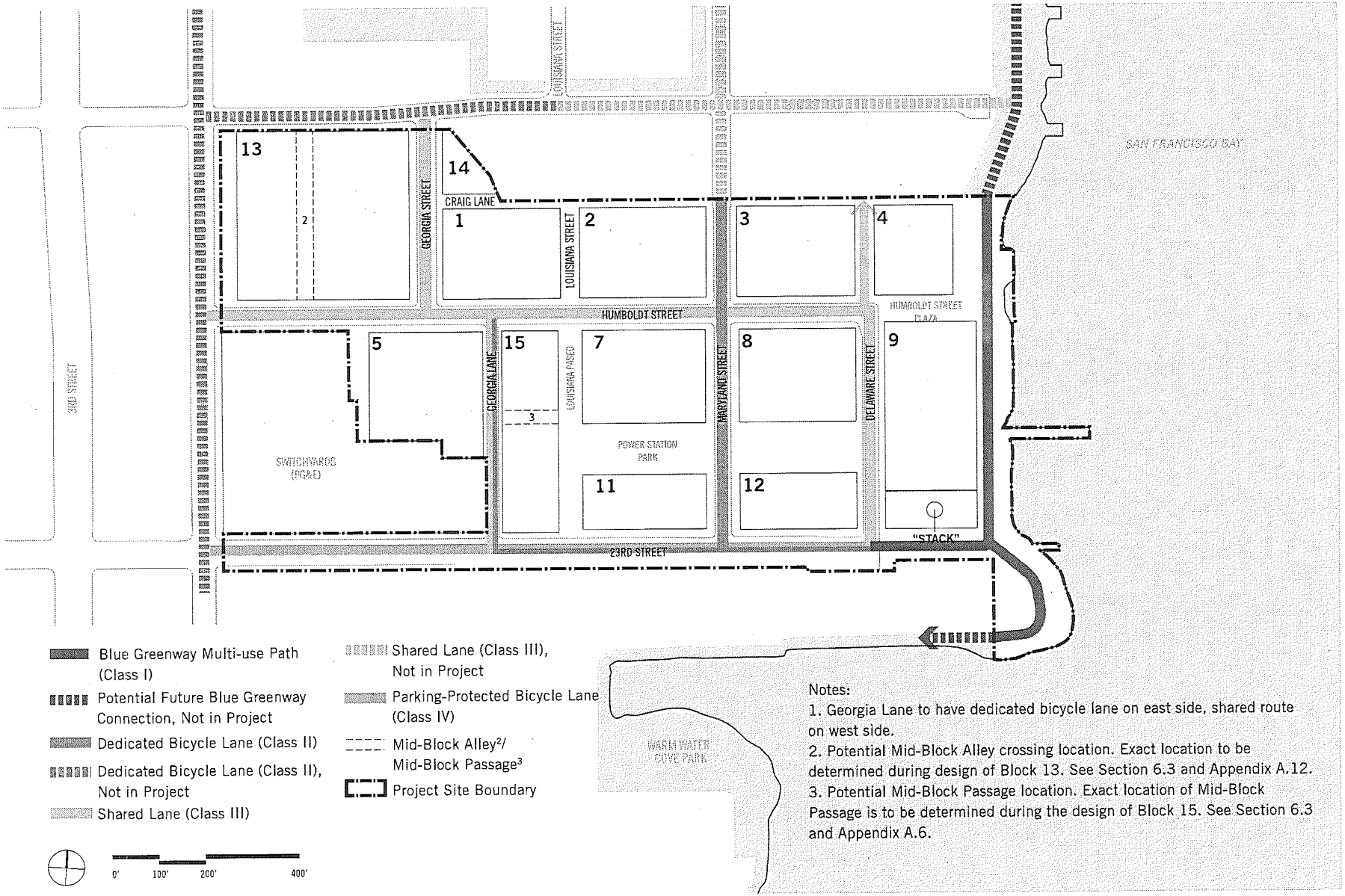
D) Other Streets

A Class III bicycle facility shall be provided on Georgia Street, Georgia Lane (southbound), Humboldt Street, and Delaware Street.

E) Blue Greenway

See Section 4.16 Waterfront Open Spaces Circulation and 5.16 23rd Street.

Figure 5.3.1 Bicycle Network

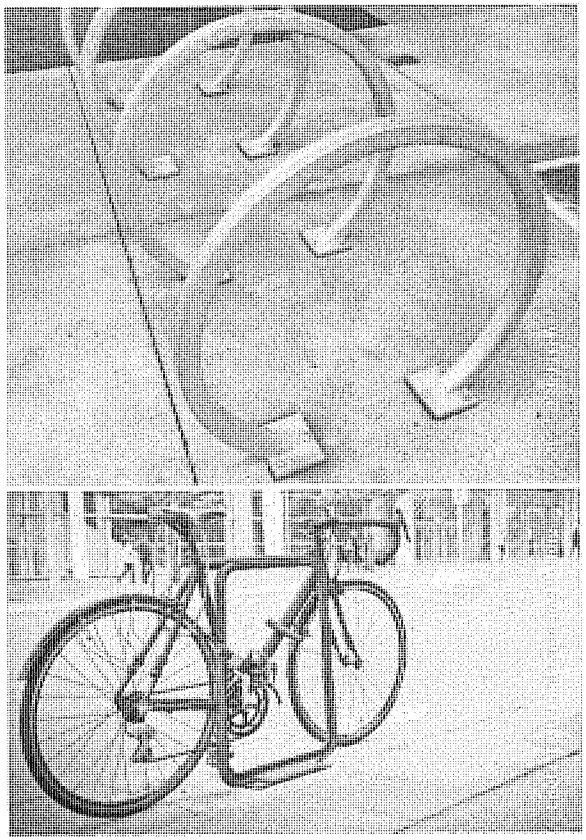


5.4 On-Street Class II Bicycle Parking

STANDARDS

5.4.1 Bicycle Parking

Class II Bicycle Parking shall comply with the ratios, design, and location standards and guidelines described in Section 6.21.



Examples of a Class II bike rack.

GUIDELINES

5.4.2 Bicycle Rack Placement

Bicycle racks shall be provided near major destinations, such as childcare facilities, libraries, transit stops, major shopping and service destinations, as well as other locations with high pedestrian traffic.

Racks should be located either in the furnishing zone or on curb extensions where possible. Racks should not be placed at accessible parking (blue curb) zones, passenger loading zones, or near curb ramps where they might potentially restrict ADA access.

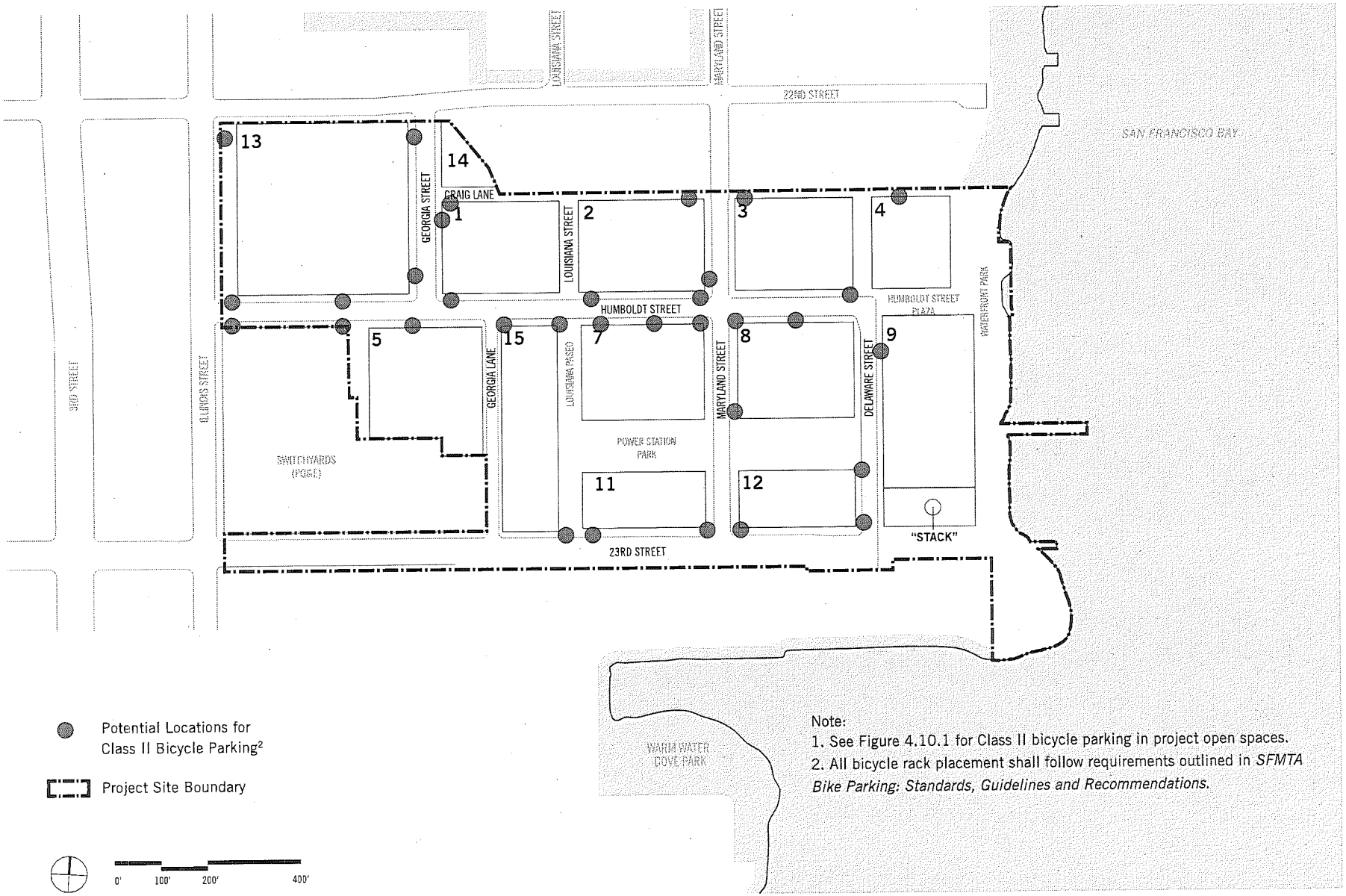
For bicycle rack placement at the Muni transit stop, see SFMTA *Bike Parking: Standards, Guidelines and Recommendations, Appendix E: Bicycle Racks at Transit Stops*, updated December 3, 2015).

Bicycle rack locations shown in Figure 5.4.1 are intended to serve as illustrative guidelines, though Class II bicycle parking shall comply with the standards regarding bicycle parking provided in Section 6.21.

5.4.3 Bicycle Parking Lighting

Bicycle parking areas should be sufficiently lit for safety and functionality. See Section 7.2 for Street Lighting Design.

Figure 5.4.1 On-Street Class II Bicycle Parking



5.5 Transit Network

The Power Station project benefits from close proximity to both regional and local public transit services. A planned Muni bus line will bring the transit system into the site itself, providing a convenient option for accessing the broader City and regional transit networks.

The planned Muni line, the "55," is proposed to run through the site via Maryland, Humboldt, and Delaware Streets, and the Power Station project will provide a terminus on 23rd Street (see Figure 5.5.2 for the proposed route through the site and Figure 5.16.7 for a street cross-section of 23rd Street at the terminus). Although the exact path of the new line outside the site has not been finalized, it is envisioned to continue west of the site through the Dogpatch, lower Potrero Hill, and Mission neighborhoods before connecting to the 16th Street Bay Area Rapid Transit (BART) station and, potentially, the Castro Muni Metro station.

A terminal stop for the 55 is proposed on 23rd Street, adjacent to Block 12 at the Power Station. A transit shelter and restroom for Muni drivers, is planned for Block 12. See Section 6.10.1 Transit Support Facilities for requirements.

STANDARDS

5.5.1 Bus Layover

The bus layover shall meet SFMTA requirements for a terminal stop, which can accommodate two 40-foot buses. See Figure 5.16.7.

5.5.2 Bus Shelter

Due to utility easement constraints, the bus shelter provided at the terminal stop shall be coordinated with the building design on Block 12 (See Section 6.10.1).

Figure 5.5.1 Existing Transit Context Map

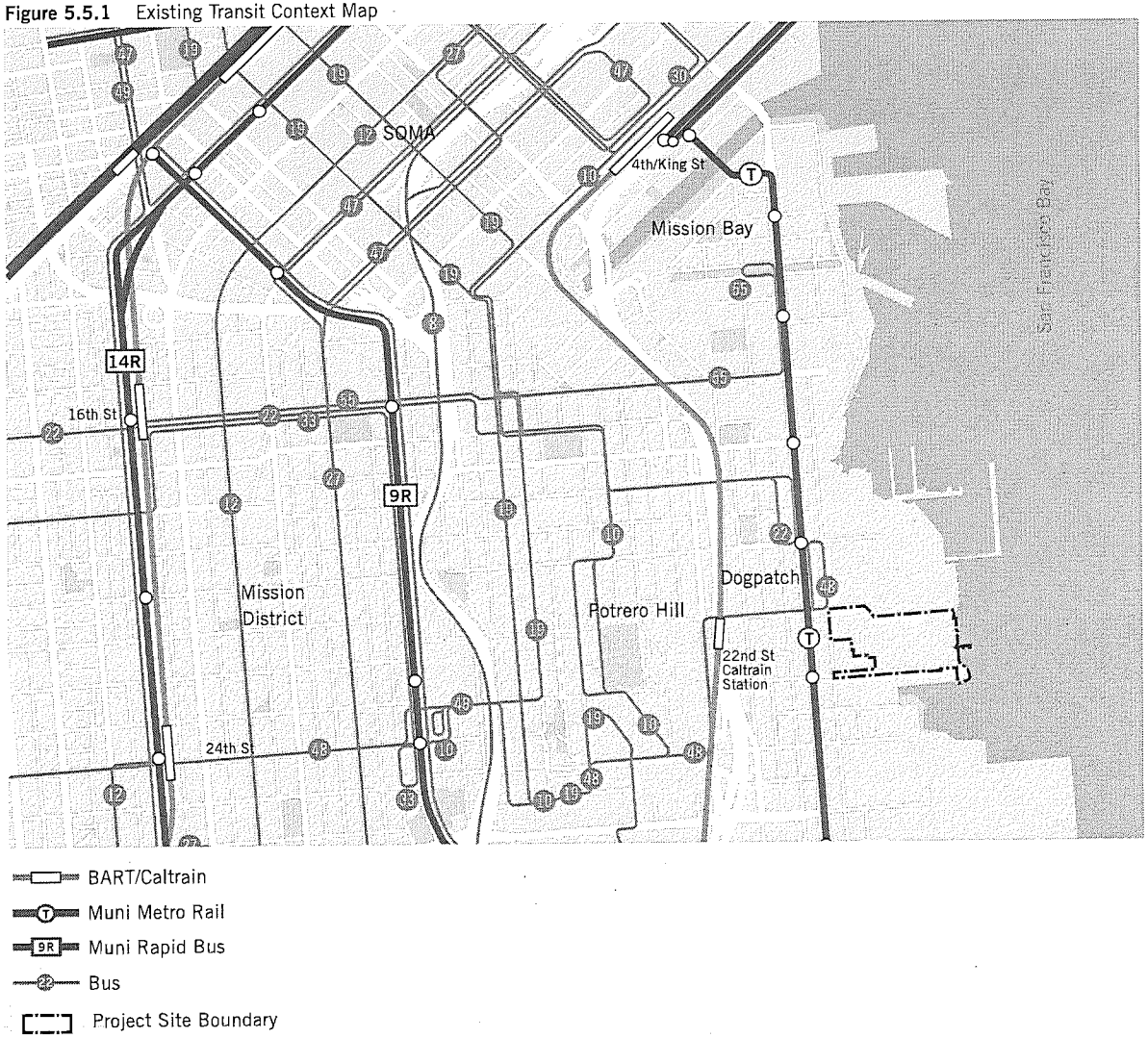
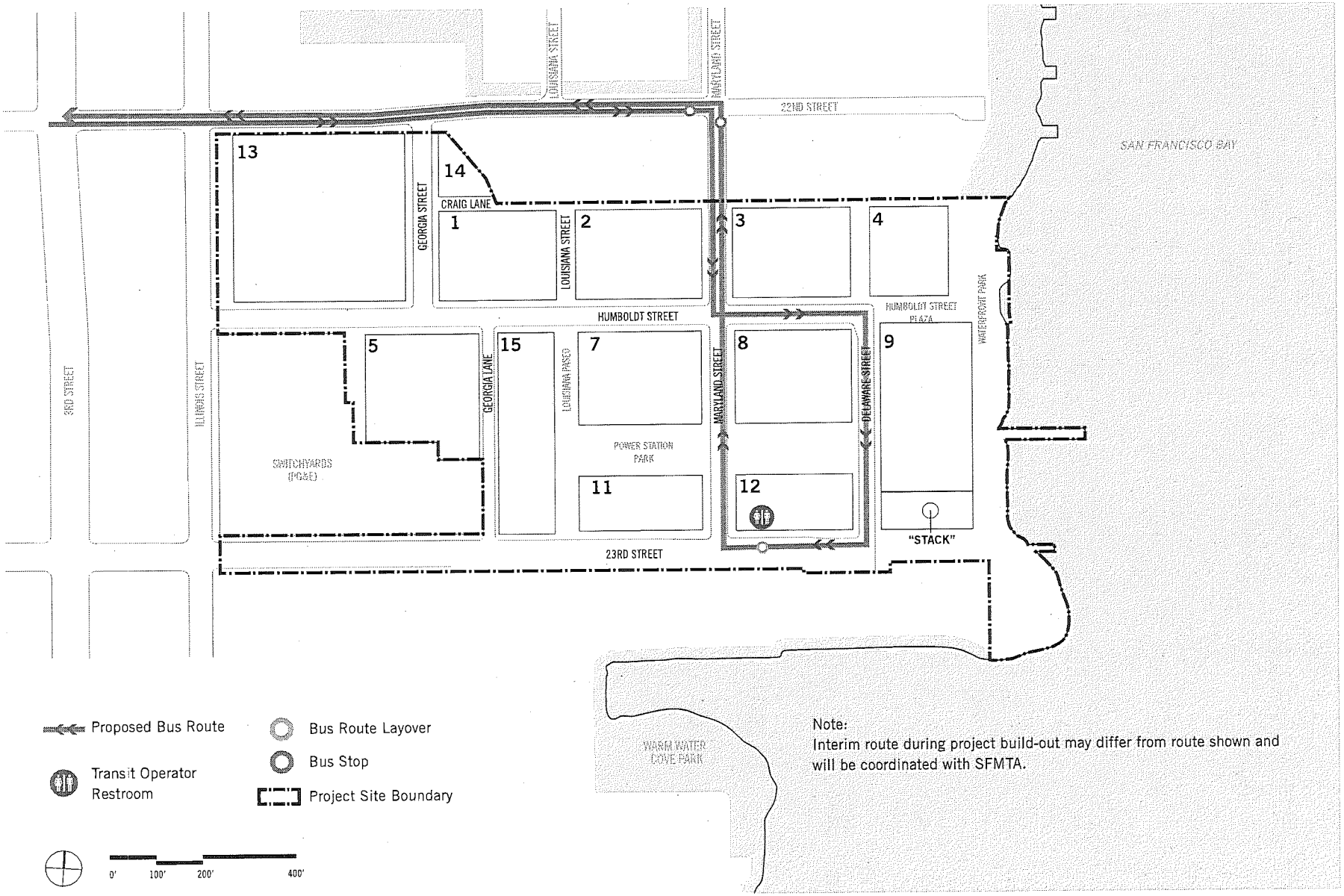


Figure 5.5.2 MTA Proposed Bus Route



5.6 Shuttle Network

The project is located close to the region's core rapid transit services. To facilitate adequate connections to BART and Caltrain, the site will provide peak-period shuttle connections at 15 minute intervals to the 16th Street/Mission BART station, with a stop at the 22nd Street Caltrain station. The route of the shuttle may change over time, as approved by the SFMTA.

The shuttle service is intended to supplement SFMTA service, not replace it. As described in Section 5.5, SFMTA's planned 55 bus line will serve the 16th Street/ Mission BART station. Additionally, the agency has approved significant service increases on the T-Line light-rail line, which will provide improved access to downtown. The project will provide sufficient service to meet the needs of residents, employees, and visitors, and in keeping with that commitment, shuttle service consistent with the project's Transportation Demand Management Plan will be provided. Future routes will be coordinated with SFMTA.

See Figure 5.6.1 for the proposed Shuttle Route Plan within the larger city context. See Figure 5.6.2 for the proposed shuttle route on-site. Two routes are shown; the alternate route without the connection through Pier 70 is provided to allow for flexibility during implementation.

Figure 5.6.1 Off-site Shuttle Route in Larger Context

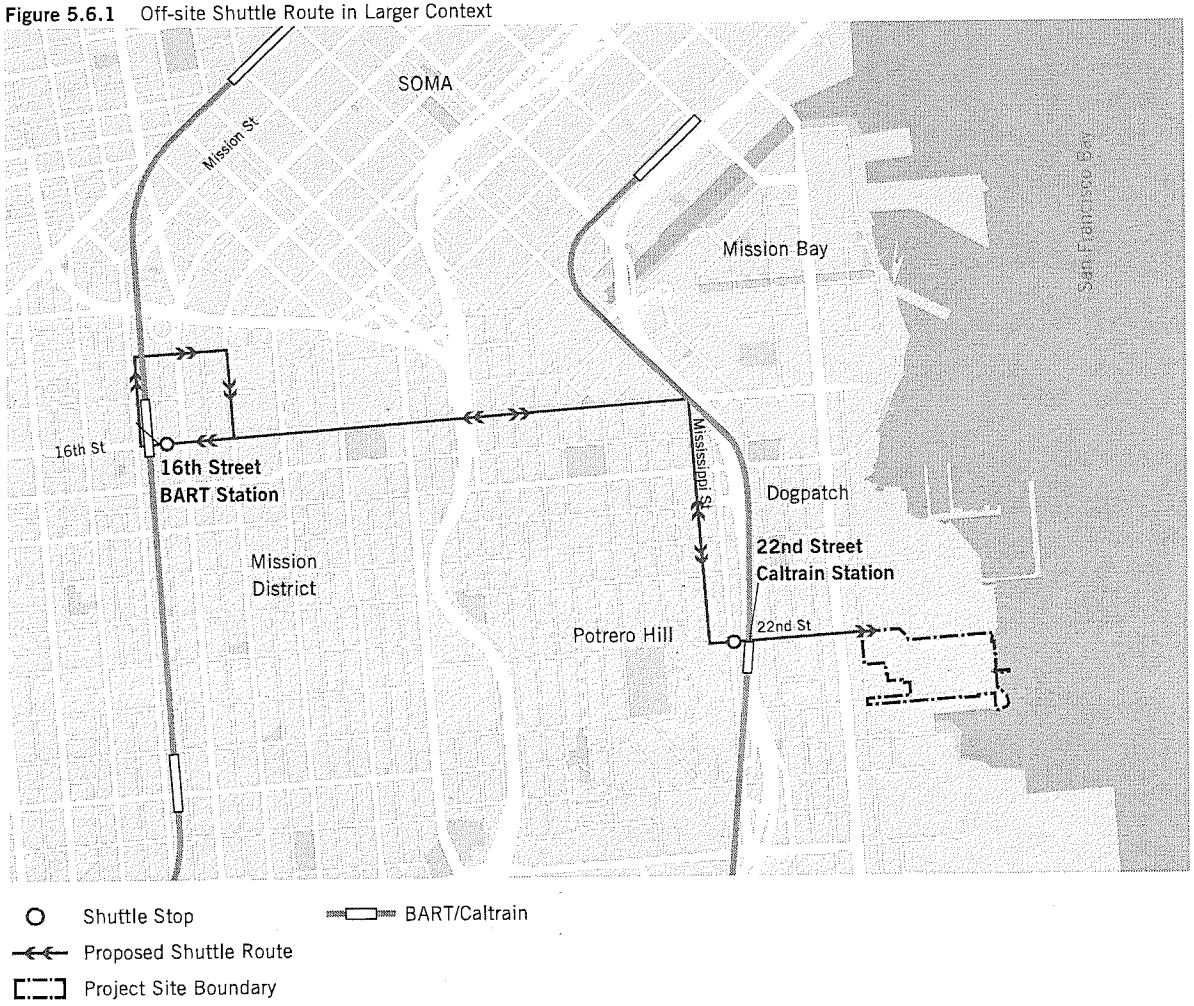
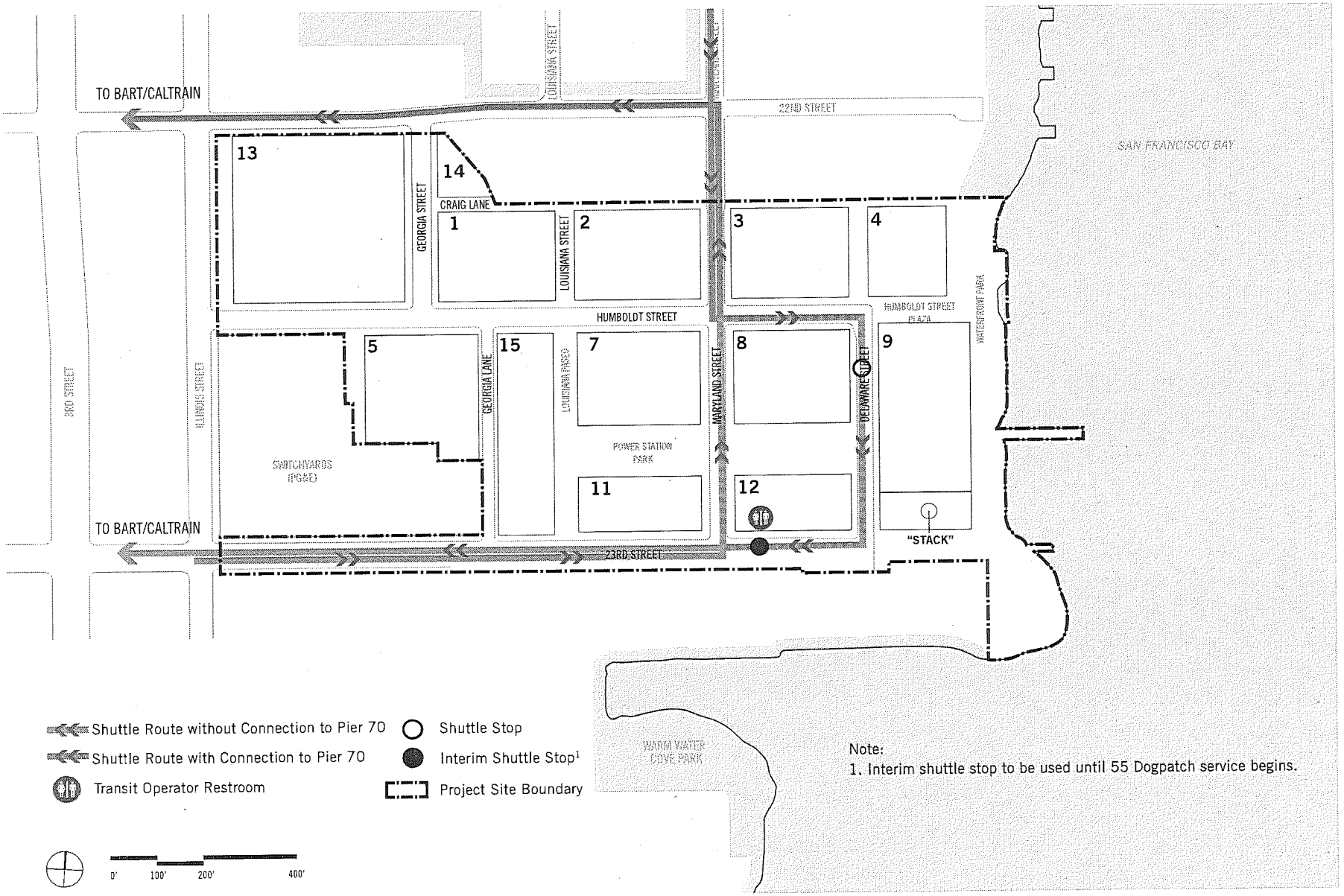


Figure 5.6.2 Proposed Shuttle Routes Within the Site



5.7 Vehicular Network

The Power Station project's street network has been designed as an extension of the City's existing grid. Maryland Street will provide a direct north-south spine for vehicle travel through the site, while Humboldt and 23rd Streets, with their direct connections to Illinois and Third Streets, respectively, will provide east-west connections to and from the site.

Traffic-calming measures will be an important aspect of the vehicular network. Bulb-outs, raised streets and intersections, midblock crossings, special paving zones, and on-street parking will work together to slow vehicular traffic and create a safe environment for non-vehicular modes of travel.

STANDARDS

5.7.1 Vehicular Circulation

All streets at the Power Station project shall have two-way traffic circulation, with the exception of Craig Lane, which shall have one-way traffic in the westbound direction only. Refer to Figure 5.7.1.

5.7.2 Intersections

All stop-controlled and signalized intersections shall adhere to SFMTA standards for signage and street markings. Refer to Figure 5.7.1 and to the Infrastructure Plan.

Where crosswalks at uncontrolled intersections are proposed, an appropriate combination of traffic control strategies, including crosswalk markings, shall be employed to maximize visibility and safe pedestrian crossing.

5.7.3 Traffic Calming

Traffic-calming measures shall include the following:

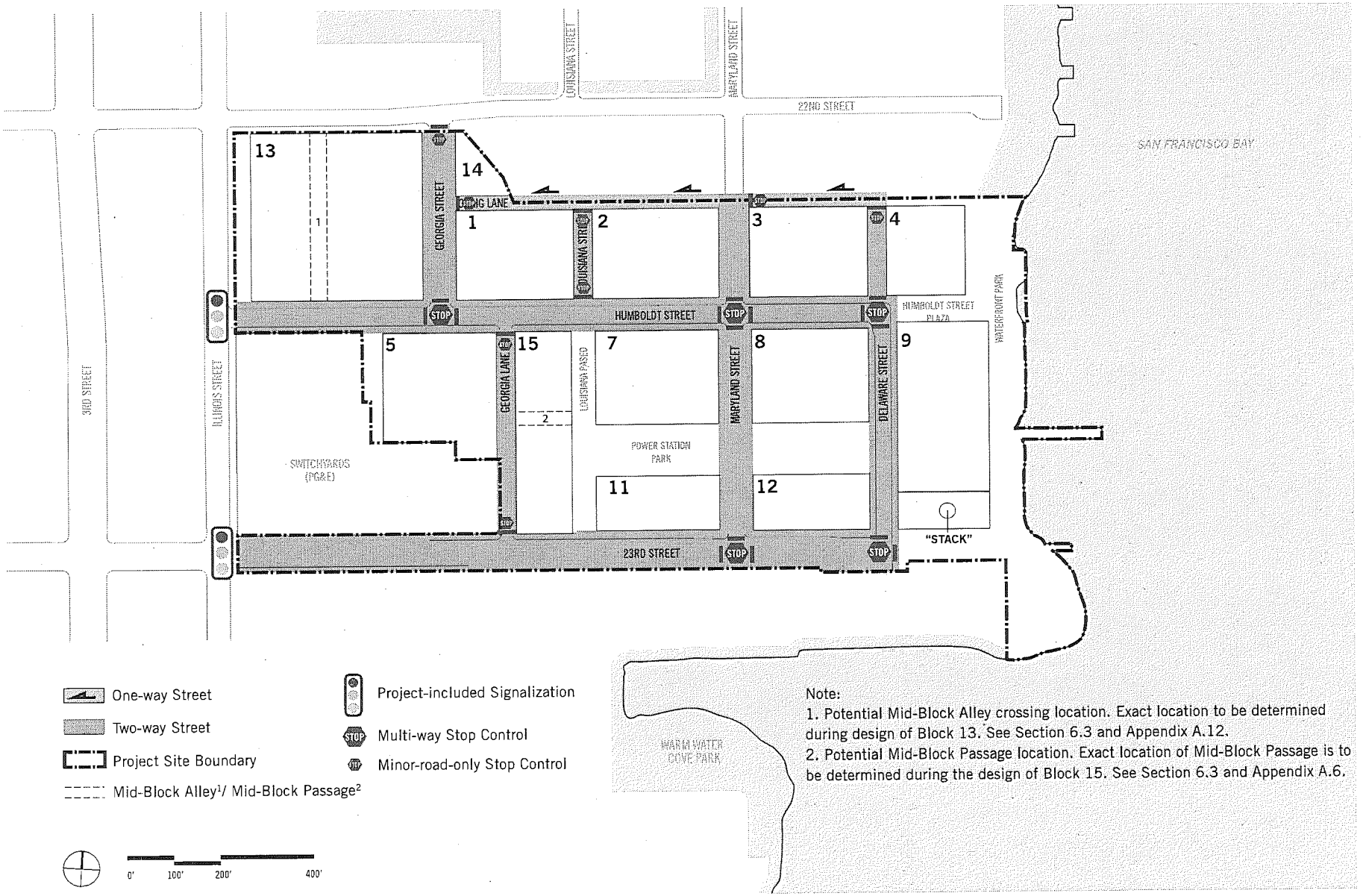
Bulb-outs. See Street Character Sections 5.16 through 5.22 for locations.

Midblock Crossings. See Figure 5.2.2 for locations.

Raised Pedestrian Crossings. See Figure 5.2.2 for locations.

Special Paving. See Section 5.15 for paving strategies.

Figure 5.7.1 Vehicular Network



5.8 Emergency Vehicle Access

STANDARDS

5.8.1 Fire Access in Streets

Streets shall provide a minimum 26-foot-wide clear path of travel where indicated in Figure 5.8.1 unless otherwise approved by SFFD. The 26-foot-wide clear path is to be positioned such that the truck ladder turn table can be positioned at least 15 feet and no greater than 30 feet from the building.

The clear-path dimension assumes that parked cars only occupy 7 feet from the adjacent curb, and may include multiple vehicular travel lanes and bicycle lanes. On shared streets, the clear-path dimension may include bollards separating the pedestrian zones from the travel lane.

Each building shall provide the Fire Department with a staging area adjacent to the primary building entrance with a minimum length of 100 feet. This staging area will fall within the 26-foot-wide clear path of travel.

5.8.2 Road Weight Capacity

All pathways provided for emergency vehicles, whether on roadways, in parking structures, or through public parks and passageways, shall support a minimum vehicle weight of 75,000 pounds, including the Blue Greenway, which will provide fire engine, ambulance, and maintenance vehicles access.

5.8.3 Turning Requirement

In accordance with SFFD requirements, intersections shall be designed to accommodate the 57-foot articulated fire truck ("ladder truck") and the FE-30 ("engine"). The truck and engine are permitted to turn into the opposing travel lane provided that a separation of at least 7 feet from the truck to the opposing curb is maintained.

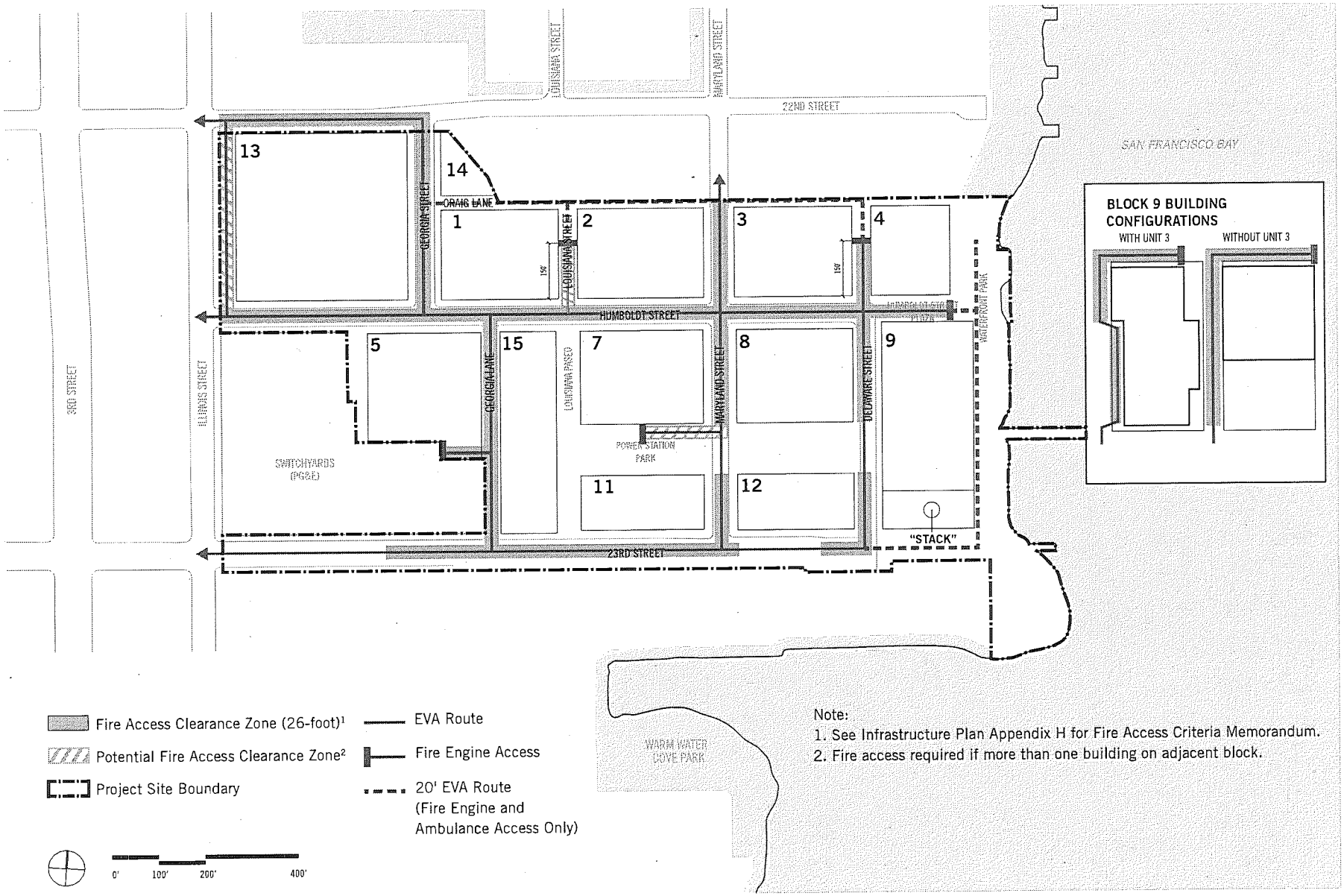
See the appendix of the Infrastructure Plan for fire truck turning movements for the 57-foot ladder truck and engine.

GUIDELINES

5.8.4 Intersections

To accommodate turning movements of SFFD fire engines and trucks, each intersection should be designed to allow for a 7-foot refuge area for vehicles traveling in the opposing direction of travel, which is inclusive of any bicycle facilities that are adjacent to travel lanes (i.e., Classes II and III).

Figure 5.8.1 Emergency Vehicle Access



5.9 Curb Management

The Power Station project has been designed to allocate sufficient space to meet passenger and commercial loading demand, as informed by San Francisco's *Transportation Impact Analysis Guidelines for Environmental Review* (as most recently updated in February 2018). This D4D is also informed by emerging research on the use of ride-hail services by San Francisco County Transportation Authority, entitled "TNCs Today: A Profile of San Francisco Transportation Network Company Activity" (published June 2017).

The site will provide loading facilities through a combination of on- and off-street spaces. On-street loading spaces will be well distributed, with access to each building as appropriate for the planned land uses and building sizes. Curbside loading activities must be balanced with needs for stormwater management, transit and bicycle facilities, driveways for loading docks, and fire access for buildings.

STANDARDS

5.9.1 Curbside Loading

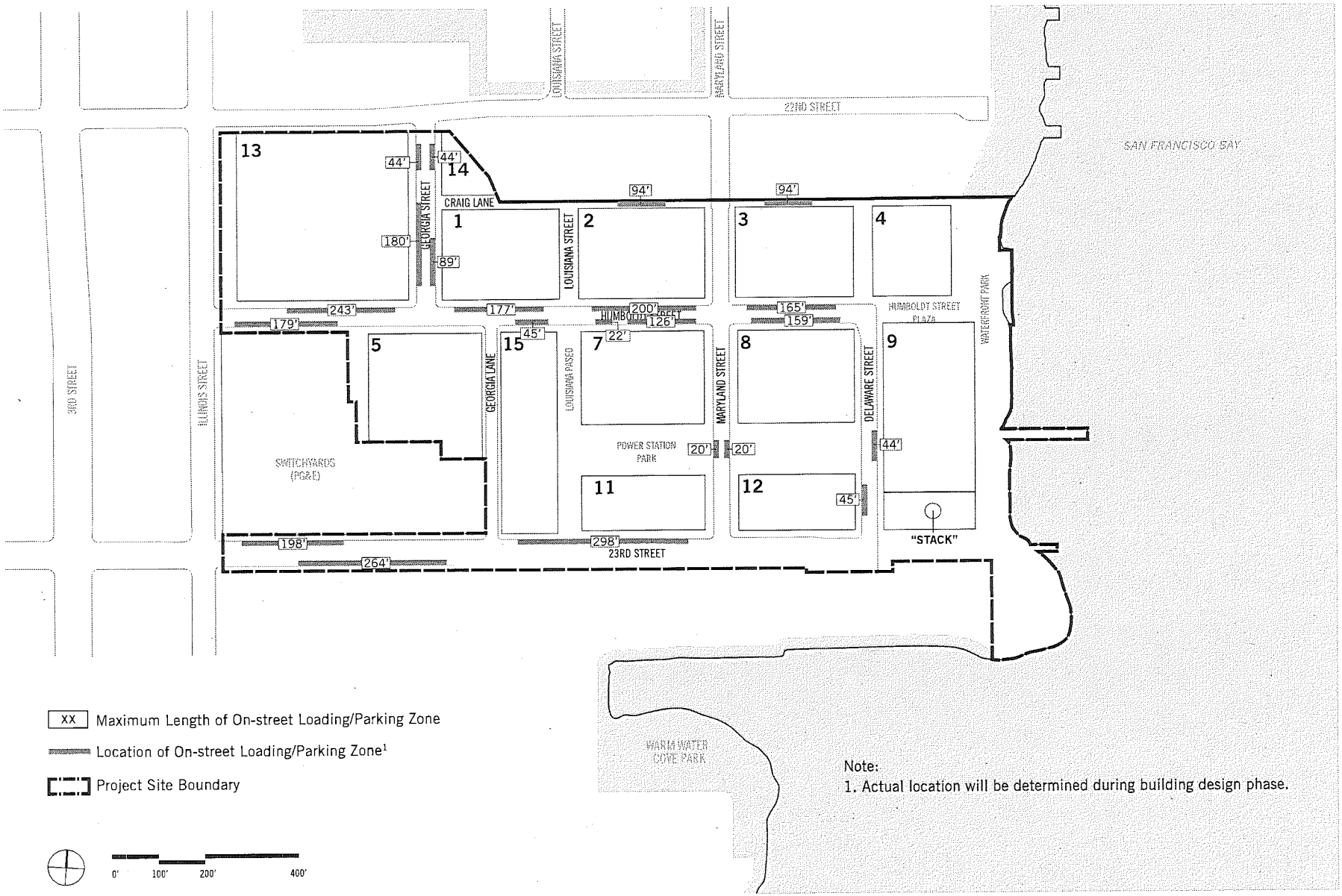
Passenger and commercial loading shall be designated on curbs to meet demand as determined by the SFMTA. Figure 5.9.1 shows curb space available for striping.

See Section 5.10 for universal passenger loading zones and accessible parking standards.

5.9.2 Metered Curb

Meters, where required by SFMTA or Port of San Francisco, shall meet SFMTA or Port of San Francisco guidelines and policies. Where on-street parking is provided, a concrete strip will be maintained within 2 feet from the face of the curb.

Figure 5.9.1 Curb Management



5.10 Universal Passenger Loading Zones and Accessible Parking Stalls

On-street universal passenger loading zones and accessible parking stalls are located at select locations distributed throughout the site, providing convenient access to the site's buildings and open spaces based on proximity and topography. The D4D offers a site-wide approach to, and standard design of, loading and accessible parking zones.

STANDARDS

Accessible paths of travel are provided per Standard Figure 5.2.2.

5.10.1 Universal Passenger Loading
Universal passenger loading zones are spaces equipped with a safe unloading zone and a curb ramp; they may be accessed by anyone on a temporary basis for the purpose of loading or drop off, but not for parking.

Universal passenger loading zones shall be provided in a minimum of eight locations within the site. Where a passenger loading / drop-off zone is provided, it shall be universally accessible and ADA-compliant.

Passenger loading activities shall be limited to five-minute stops, per SFMTA regulations, and drivers must remain within the vehicle. Universal passenger loading zones must be located to provide convenient access to buildings, crosswalks, parks, and open spaces. Potential locations for universal passenger loading zones are shown on Figure 5.10.1.

Figure 5.10.2 provides required dimensions for universal passenger loading zones.

5.10.2 Accessible Parking Stall Distribution
The project shall provide a minimum number of ADA-compliant accessible parking spaces in accordance with the requirements of the ADA and of CBC Chapter 11B (Table 11B-208.2).

Accessible parking stalls shall be distributed throughout the site as much as possible, where there are minimum street and sidewalk slopes, as illustrated in Figure 5.10.2. Potential locations for accessible parking stalls are shown on Figure 5.10.1.

5.10.3 Accessible Parking Stall Dimensions
Dimensions shall be as follows:

- 20-foot stall, adjacent to the sidewalk, clear of objects.
- 10-foot loading area at rear, with SF Public Works-standard curb-ramp.

The striping of public streets for universal passenger loading and accessible parking will ultimately be determined by the SFMTA or Port of San Francisco.

Figure 5.10.1 Potential Universal Passenger Loading Zones and Accessible Parking

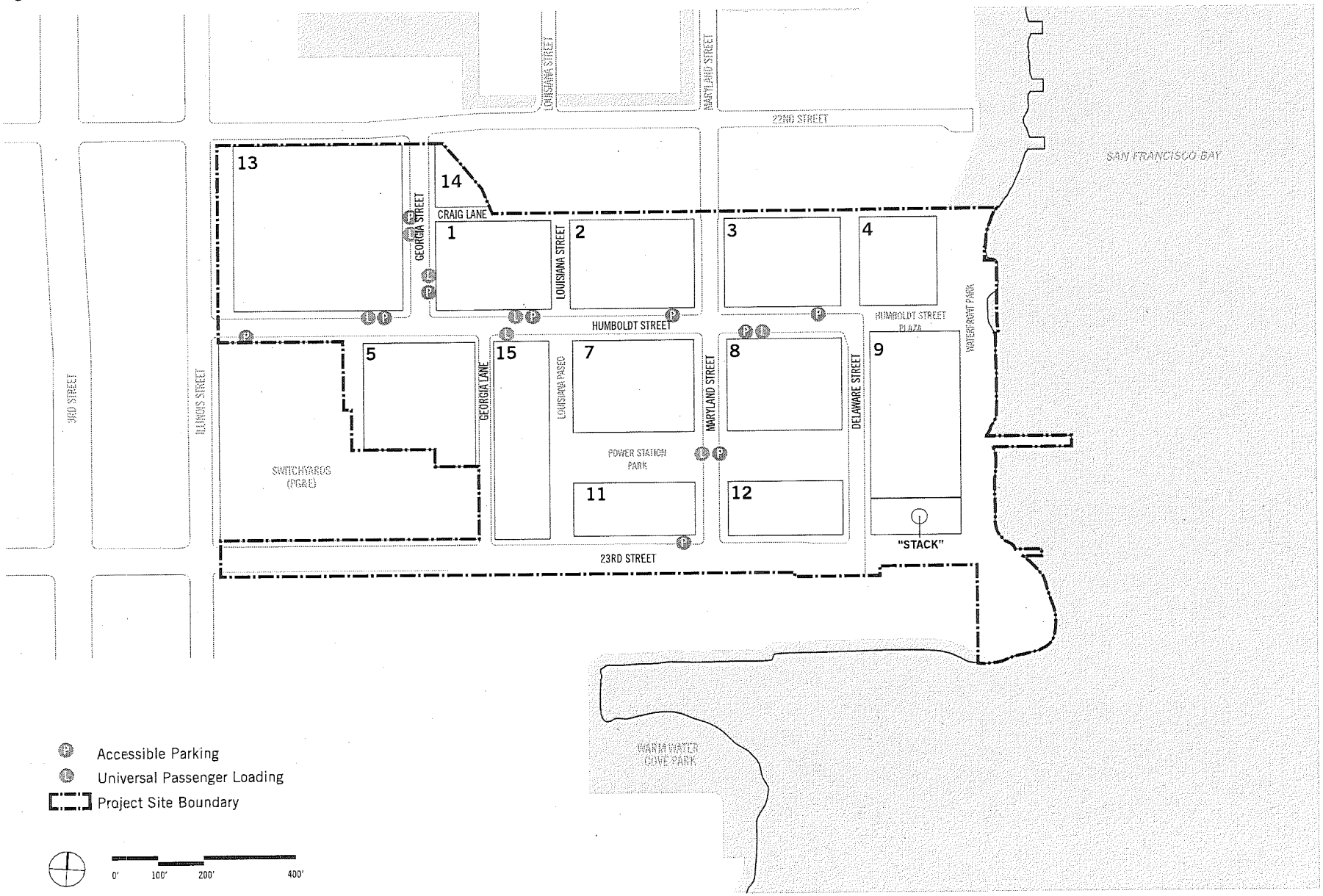
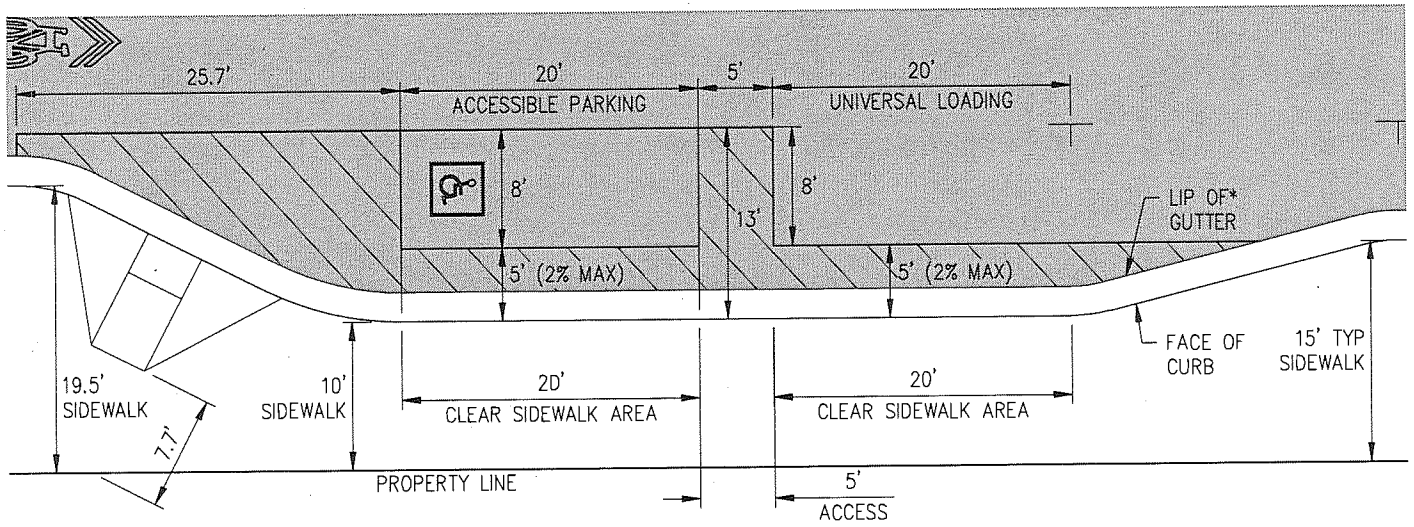


Figure 5.10.2 Universal Passenger Loading Zone and Accessible Parking Stall



NOTE: Transition area is required when adjoining parking stall is 7 feet wide.

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5.11 Urban Forest: Streets

The urban forest at the Power Station project will function ecologically to help achieve the project's goals for sustainability and contribute to a healthy environment. Composition and distribution of a diverse, adaptive urban forest will create a resilient ecological framework to shape varied sensory experiences across the site and provide waterfront and urban habitat.

Trees have been selected and located to provide shade to pedestrian corridors and gathering spaces within the Power Station project's streetscapes, as well as to reduce the urban heat-island effect and to provide habitat for birds and other wildlife.

As street trees are some of the most functional and iconic elements in the streetscape, careful selection is important in creating a successful urban forest.

The following standards and guidelines apply only to areas within the public right-of-way, such as public streets and publicly owned open spaces. For urban forest areas outside of the public realm, such as within privately owned publicly accessible open spaces, refer to Section 4.5, Urban Forest: Parks and Open Space.

STANDARDS

5.11.1 Urban Forest Composition

See Figures 5.11.1 and 5.11.2 for suggested species diversity. Species selected for specific streets shall conform to this general distribution and diversity. No two street types shall have the same species.

5.11.2 Tree Species Selection Standards

Except as stated below, tree species selection shall adhere to standards identified in Section 4.5.3.

If alternative species are chosen, they shall conform to the aesthetic and performance requirements outlined in Figure 5.11.2, and to the irrigation requirements described in Sections 5.12 through 5.13.

5.11.3 Tree Species and Installation and Establishment

A) Soil Volume

Trees shall receive adequate soil volume to sustain long-term health; see Sections 4.5.4.

B) Minimum Installation Size

Large- and medium-size trees shall be installed with a minimum box size of 36 inches. Refer to Figure 5.11.2 for minimum box sizes corresponding to each tree size at installation.

C) Clear Trunk Requirements

See Section 4.5.2(d).

D) Establishment Period

See Section 4.5.2(e).

D) Street Trees adjacent to Bus Travel Lanes

Street tree species adjacent to bus travel lanes shall be selected for upright form so as to not interfere with buses. Branches adjacent to a bus travel lane shall maintain clearance from buses and bus mirrors.

5.11.4 Tree Wells

Tree well sizes and openings have been developed based on the type of trees selected in each location. Each opening shall meet or exceed the tree pit/opening minimum size requirements of 4 feet wide by 6 feet long, with a minimum depth of 3 feet 6 inches. See Sections 5.16 through 5.22 for specific tree well size requirements.

The surface of a tree well shall allow water to penetrate the soil below, as well as protect the tree root zone from compaction. The tree well surface must be installed and maintained to be flush with adjacent sidewalk paving and comply with SF Public Works guidelines. In all cases, crushed stone mulch or groundcover planting shall be placed at tree well surfaces. See annotated block plans in Sections 5.16 through 5.22 for location of tree-pit surface types.

5.11.5 Tree Grates

Tree grates shall be used only where accessible surface is required for adequate Pedestrian Throughway widths. Tree grates are generally not preferred, but may be used on streets or Alleys, as a way to augment an accessible path of travel or as otherwise required in the D4D. Where provided, tree grates shall meet ADA accessible path-of-travel guidelines and shall be flush with adjacent sidewalks and other pedestrian areas. Tree grates shall be reviewed and approved by SFPW-BUF.

5.11.6 Street Tree Placement

Street trees shall be generally placed within the furnishing zones as shown in Figure 5.2.1. The ultimate street tree locations shall be selected in accordance with required clearances for utilities, street lights, and other streetscape elements.

Figure 5.11.1 Urban Forest: Streets

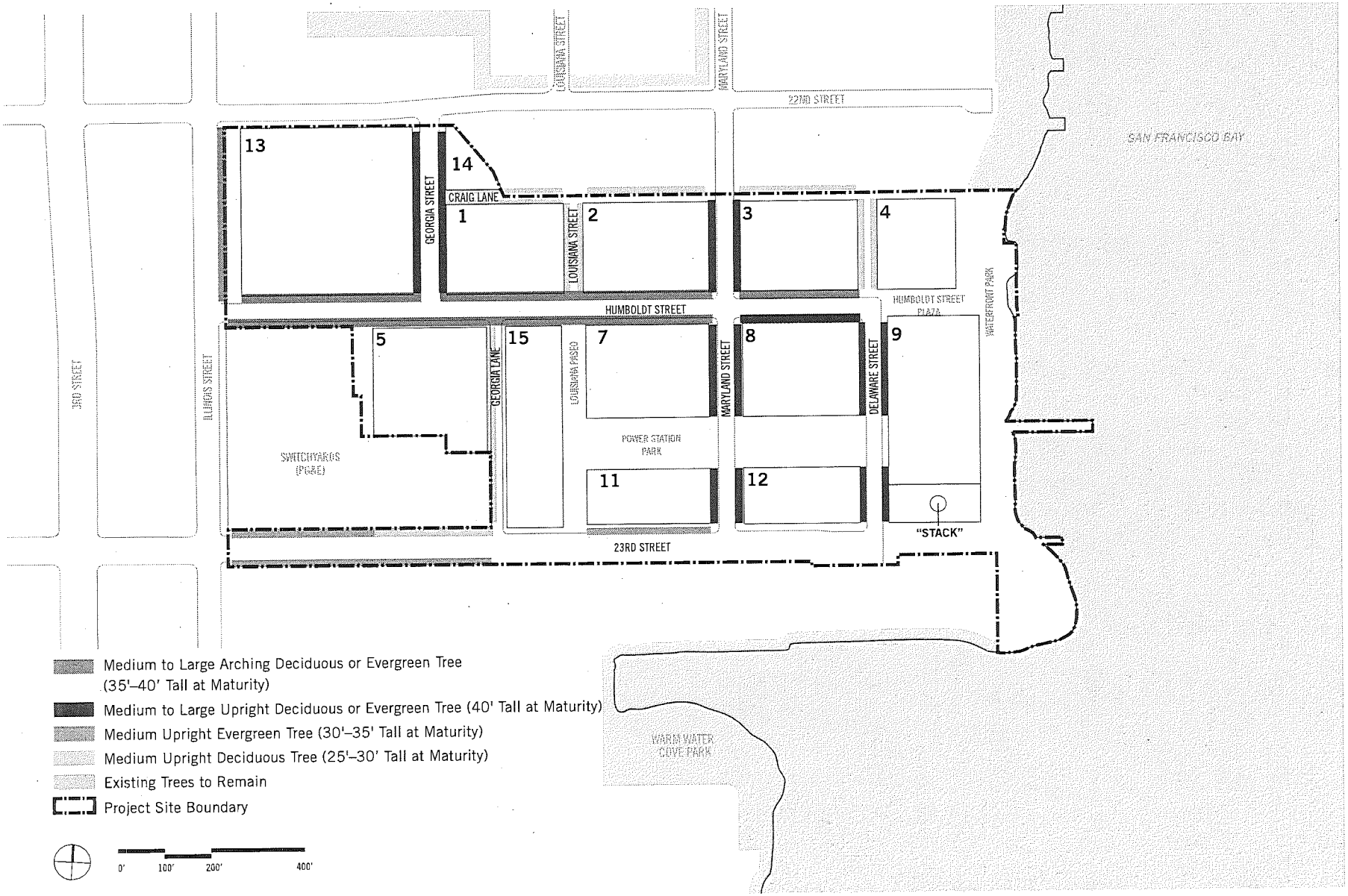
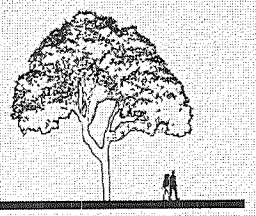


Figure 5.11.2 Tree Species Selection

HUMBOLDT STREET

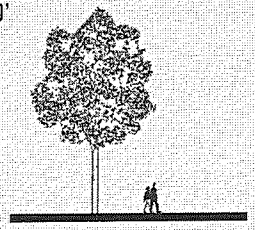
35-40'



- Medium to large Evergreen or Deciduous tree (35 to 40 feet tall at maturity)
- Minimum 36-inch box at installation
- Arching, graceful form, with special ornamental character if possible
- Tolerances: medium wind tolerance; tolerant of part- to full-shade; healthy in paving, with minimal root disruption at sidewalk
- Low water use
- Recommended species: Victorian Box [*Pittosporum undulatum*], California Pepper [*Schinus molle*], Cork Oak [*Quercus suber*]

DELAWARE STREET
MARYLAND STREET
GEORGIA STREET
HUMBOLDT STREET AT BUS TRAVEL LANE

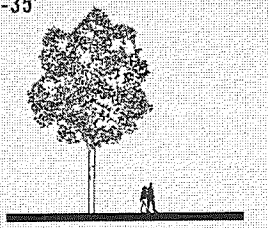
40'



- Medium to large Evergreen or Deciduous tree (to 40 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright Form
- Tolerances: medium wind tolerance; tolerant of part- to full-shade; healthy in paving, with minimal root disruption at sidewalk
- Low water use
- Recommended species: Brisbane Box [*Lophostemon confertus*], Water Gum [*Tristaniopsis laurina*], African Fern Pine [*Afrocarpus gracilor*]

23RD STREET

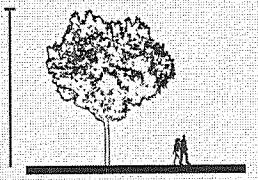
30-35'



- Medium to Large Evergreen tree (30 to 35 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright form
- Tolerances: high wind tolerance; tolerant of coastal environment; healthy in paving
- Low water use
- Recommended species: Brisbane Box [*Lophostemon confertus*], Melaleuca [*Melaleuca quinquenervia*], Norfolk Island Hibiscus [*Lagunaria patersonii*], African Fern Pine [*Afrocarpus gracilor*]

LANES AND ALLEYS

25'-30'

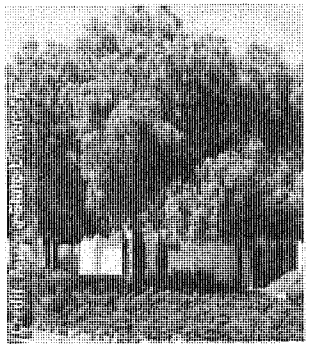


- Medium Deciduous (25 to 30 feet tall at maturity)
- Minimum 36-inch box at installation
- Upright form with fall and summer interest; Iconic seasonal ornamental character in leaf or flower
- Delicate leaf; medium-fine textured canopy
- As uniform as possible; close spacing
- Tolerances: medium wind tolerance; tolerant of part-shade conditions; healthy in paving, with minimal root disruption at plaza paving
- Low water use
- Recommended species: Chinese Pistache [*Pistachia chinensis* 'Keith Davey'], Ginkgo [*Ginkgo biloba* 'Autumn Gold-Fruitless'], Golden Rain Tree [*Koelreutia bipinnata*]

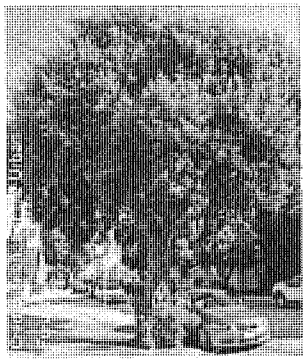
HUMBOLDT STREET



Victorian Box
[*Pittosporum undulatum*]

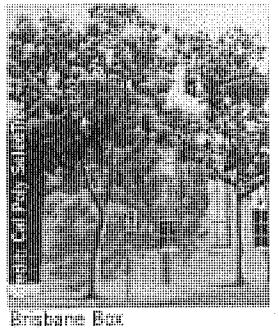


California Pepper [*Schinus molle*]

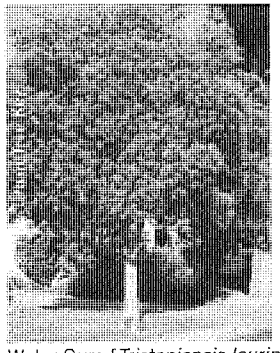


Cork Oak [*Quercus suber*]

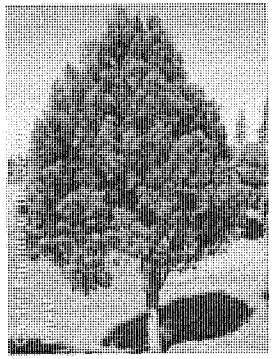
DELAWARE STREET
MARYLAND STREET
GEORGIA STREET



Brisbane Box
[*Lophostemon confertus*]

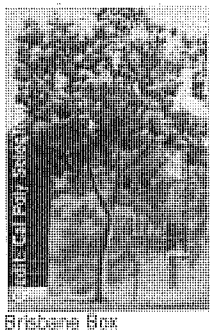


Water Gum [*Tristaniopsis laurina*]

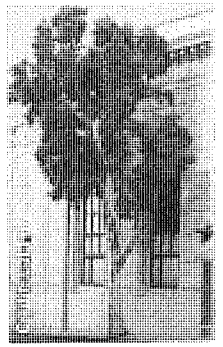


African Fern Pine
[*Afrocarpus gracilor*]

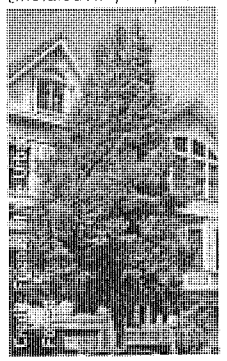
23RD STREET



Brisbane Box
[*Lophostemon confertus*]

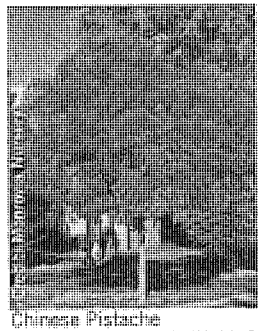


Melaleuca
[*Melaleuca quinquenervia*]

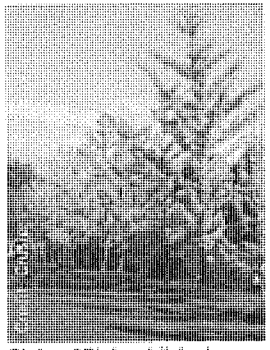


Norfolk Island Hibiscus
[*Lagunaria patersonii*]

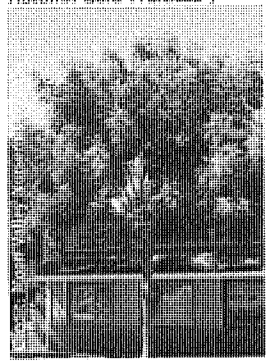
LANES AND ALLEYS



Chinese Pistache
[*Pistachia chinensis 'Keith Davey'*]



Ginkgo [*Ginkgo biloba 'Autumn Gold-Fruitless'*]



Golden Rain Tree
[*Koelreutia bipinnata*]

STANDARDS

5.11.7 Soil Composition
Tree well planting soil for back-fill within tree pits shall be sandy loam soil, unless an alternative soil composition is required to provide a healthy and fertile root zone.

5.11.8 Staking
Manufactured wood or steel staking systems shall be used to stake trees, if required, during the establishment period (i.e., if prevailing wind conditions threaten stability of new planting). Refer to the 2018 SF Public Works Bureau of Urban Forestry guidelines for tree staking.

5.11.9 Street Trees and Lighting
Per SFPUC standards: large trees shall be located at a minimum of 21 feet from street lights; medium trees shall be located at a minimum of 15 feet from street lights; small trees shall be placed at a minimum of 9 feet from street lights. Tree size is defined per SF Public Works Bureau of Urban Forestry standards.

5.11.10 Street Trees at Intersections
Street trees shall be located at a minimum of 25 feet from pedestrian crossings on approach, and 10 feet from pedestrian crossings on exit, measured from the centerline of the trunk. See Figure 5.11.4.

5.11.11 Irrigation
Landscaped areas over 10,000 square feet in size shall be irrigated with non-potable water to the extent permitted by SFPUC and state law. (See discussion of site irrigation in Section 4.8).

GUIDELINES

5.11.12 Soil Volume
See Section 4.5.4

5.11.13 Irrigation
Centrally controlled automatic drip irrigation should be provided to each tree for establishment irrigation during the first three years. Following that period, tree irrigation may be reduced or eliminated.

5.11.14 Tree Grates
Tree grate materials should be selected for durability and artful design. Recommended materials include decorative cast-iron that weathers naturally, or is pre-weathered with a hot oil protective coating to prevent staining of adjacent paving.

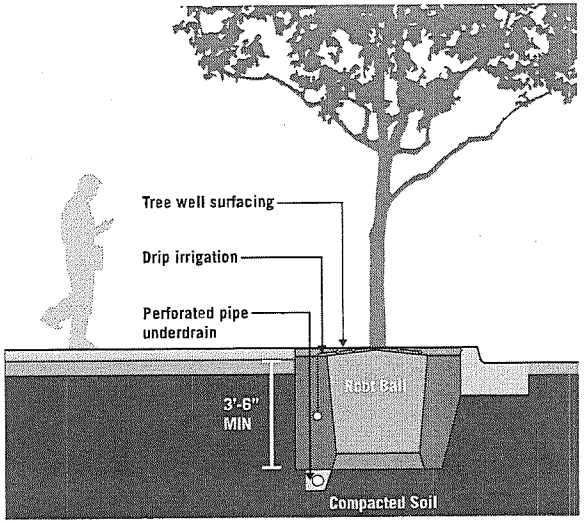
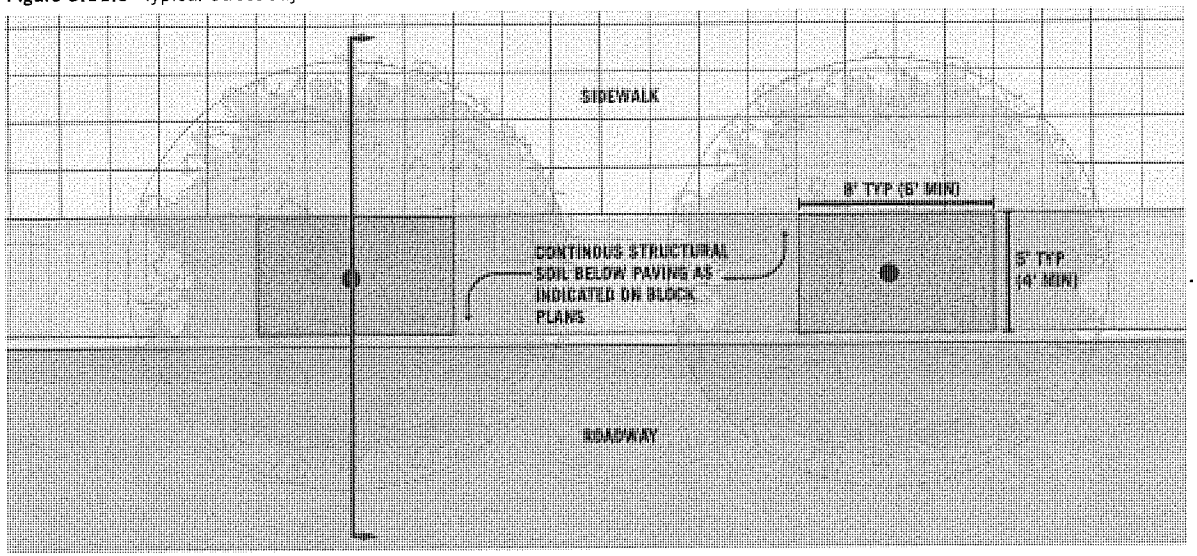


Figure 5.11.3 Typical Street Layout Plan

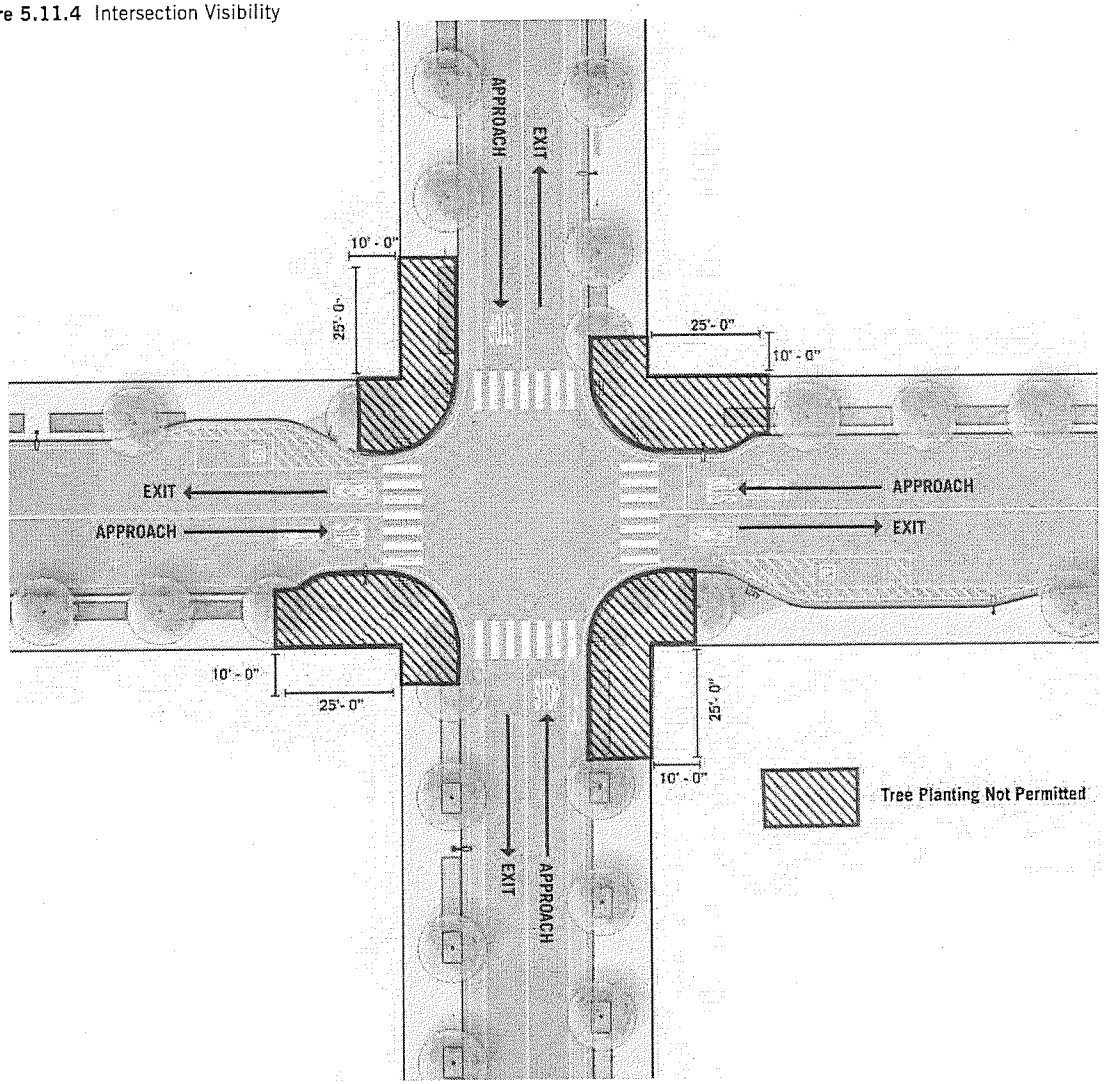


CONSIDERATIONS

5.11.15 Habitat and Wildlife Connections

The urban forest may be used to provide habitat and improve wildlife connections. Prioritize the location of habitat-supportive trees along pedestrian-oriented streets. Consider using the San Francisco Plantfinder database to find drought-tolerant plants that support habitat for this specific area of the city. Species that provide habitat opportunities for birds and other small wildlife are encouraged. Tree species for each segment of the streets network shall be selected in consultation with a certified arborist.

Figure 5.11.4 Intersection Visibility



5.12 Streetscape Planting

Streetscape plantings enhance the identity of a street network and provide opportunities for adding distinctive character to special districts within a greater neighborhood context. The following palette represents an array of locally-adapted species, both native to the area and suitable to Mediterranean climates, notable for their interesting form, flower, foliage, and urban resilience.

STANDARDS

5.12.1 Planting Strips with Street Trees
To allow adequate space for healthy tree growth, planting strips with street trees shall be a minimum of 4 feet in width, with the tree centered and placed at a minimum of 18 inches from the edge of curb. See Section 5.11 for urban forest standards and guidelines.

5.12.2 Planting Strips
Streetscape plantings shall be permitted on all streets, with the exception of the portions of 23rd Street that have utility easement conflicts.

Planting strips without street trees shall be a minimum of 4 feet in width.

Where sidewalk width is less than 10 feet, 3-foot-wide planting strips are permitted if a minimum 4-foot Pedestrian Throughway can be provided.

5.12.3 Non-Potable Irrigation
Non-potable irrigation shall be used. See Section 4.8 for irrigation standards.

GUIDELINES

5.12.4 Streetscape Planting Composition
See Figure 5.12.1 for suggested species diversity. Species selected for specific areas shall conform to this general distribution and diversity for the Power Station streetscape.

5.12.5 Streetscape Planting Selection
Streetscape planting should use regionally-appropriate, native, and/or adaptive species to limit irrigation demand. General guidelines for understory planting species are as follows:

- Compatibility with site soils and microclimates;
- Durability in urban settings;
- Low water-usage;
- Compatibility with co-located street trees;
- Low maintenance needs;
- Meeting street service needs (such as biofiltration);
- Seasonal interest;
- Ecological benefits.

The plant palettes provided in this document express a design intention, and should guide the selection of plants throughout the site, as determined within the subphase of each development area.

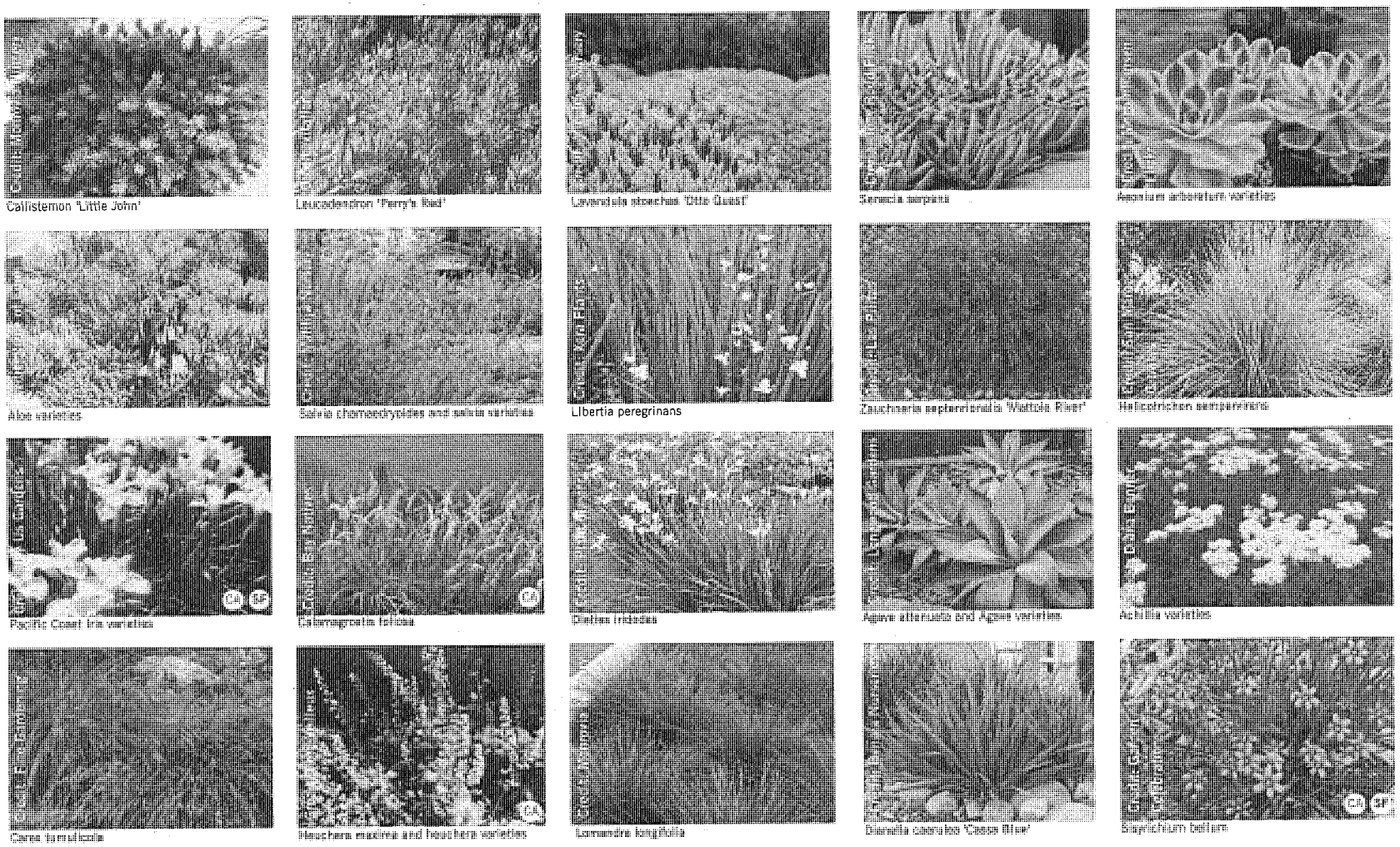
CONSIDERATIONS

5.12.6 Streetscape Planting Selection
Consider using streetscape planting that supports local habitat. Trees and plants should contribute to the goal of biodiversity and increased habitat value. Species with habitat value include those that provide nectar and fruit for insects and birds, and shelter for birds. Plant selection and design should also contribute to the goal of reducing the carbon footprint of the project.

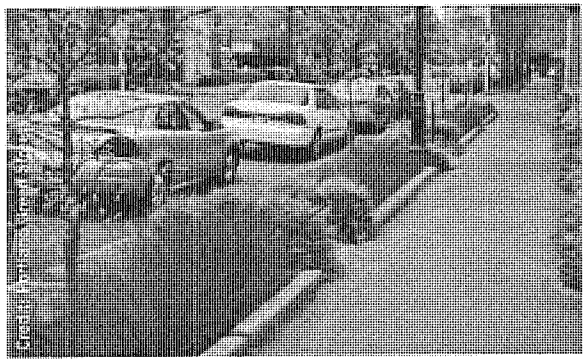
5.12.7 Multistory Planting
For streetscapes with limited space for street-level vegetation, consider planting palettes with varying plant heights to increase habitat benefit and biodiversity.

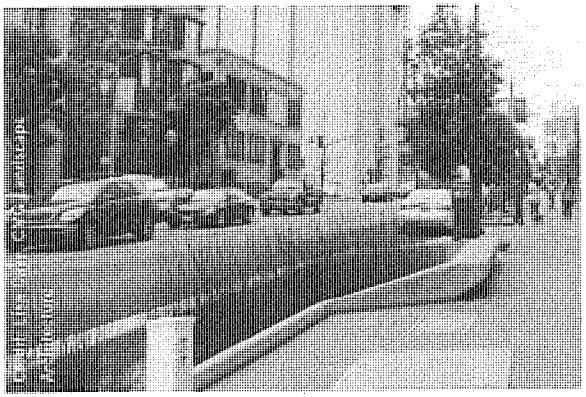
5.12.8 Support Pollinator Habitat
Where possible, design streetscape planting that supports pollinator habitat. Select brightly colored, native plants that flower across multiple seasons. A minimum planting area of 20 square feet is encouraged, with access to full sun. Consider placement near building entrances and/or seating areas, for increased visibility and access by residents and visitors.

Figure 5.12.1 Example Streetscape Plant Species for Ground-Level Planting



5.13 Stormwater Management





Example steetscape stormwater planters, with and without integrating seating elements.

STANDARDS

Except as stated below, Stormwater Management Section 4.7 shall apply. See Figure 5.13.1.

5.13.1 Streetscape Stormwater Treatment Planter Design

Stormwater management planters within the streetscape shall adhere to accessibility and safety standards, with minimum 6-inch curbs protecting pedestrians from trip and fall hazards. The level of planted surfaces within stormwater management planters shall be no greater than 18 inches below the surface of the adjacent sidewalk. Design of steetscape stormwater planters shall be generally consistent across the project area. Planters shall be located 2 feet from face of curb for parking step-out and parking meters.

5.13.2 Site Irrigation

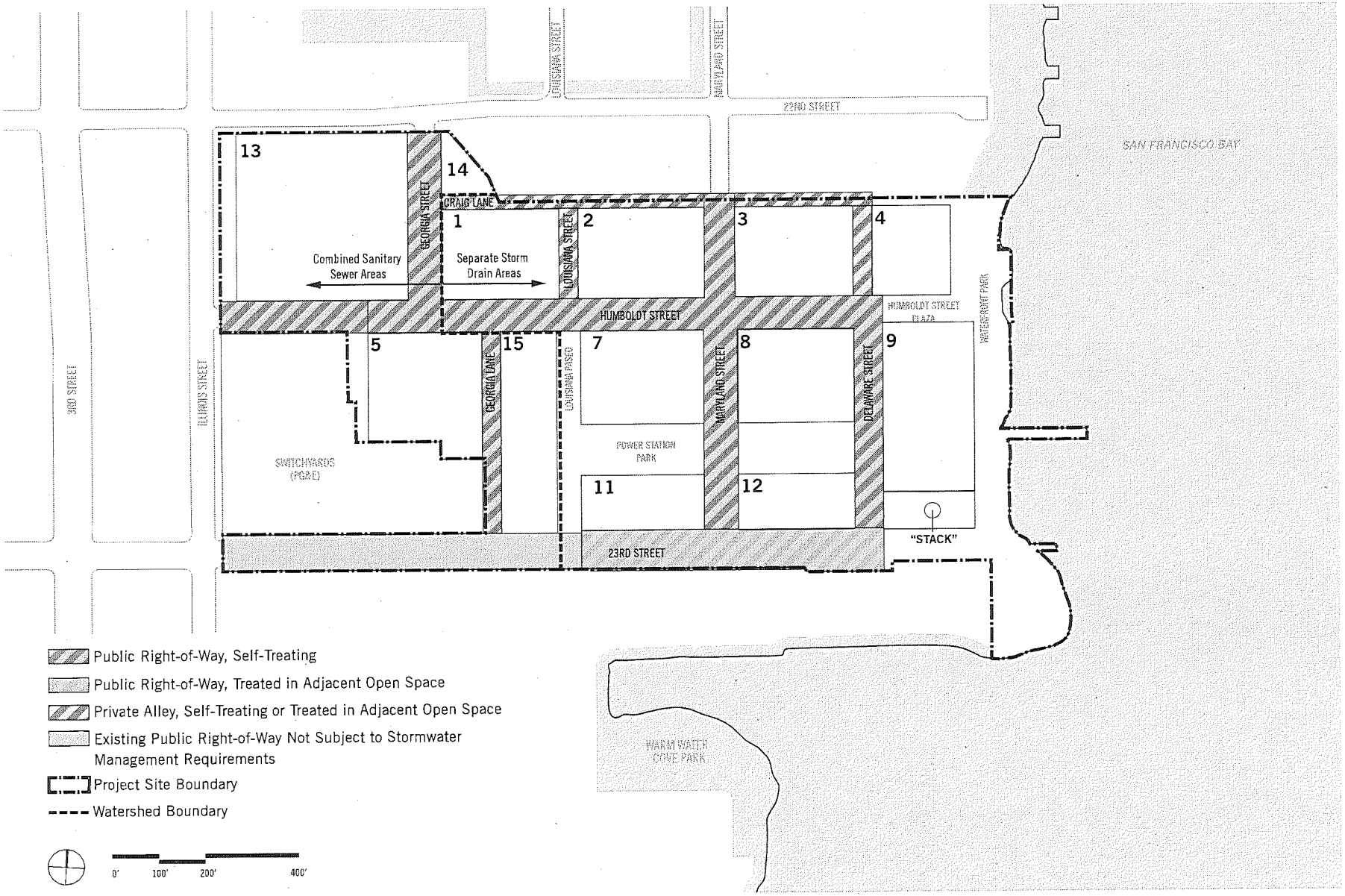
The site irrigation standards given in Section 4.8 shall apply.

GUIDELINES

5.13.3 Stormwater Management Plantings

See Figure 4.7.3 for a suggested plant palette for stormwater treatment gardens.

Figure 5.13.1 Stormwater Management for Streets



5.14 Furnishing

Streetscape furnishings help establish the identity of a district or neighborhood. Along with planting, lighting, and paving, street furnishing is an integral streetscape element that helps make streets an inviting and comfortable part of the public open space network. The Power Station project will implement a district-wide approach to furnishing that allows for variety while establishing a unified look and feel that contributes to a unique neighborhood identity. Furnishings provided at the Power Station project may vary from those discussed below, as SF Public Works must accept all streetscape elements that are a part of the public right-of-way.

STANDARDS

5.14.1 Furnishing Zone Design
Furnishings shall be located within the furnishing zone, unless otherwise provided for within outdoor cafe-seating areas or as part of the transit shelter on Block 12.

5.14.2 Seating
Where provided, seating shall be placed outside of the Pedestrian Throughway with a minimum buffer (leg room) of 2 feet between seating and the Pedestrian Throughway.

Outdoor café and restaurant seating (tables, chairs, umbrellas, heat lamps, etc.) shall be permitted within the frontage and/or furnishing zones of the public ROW, provided that such seating is permitted by SF Public Works.

5.14.3 Stormwater Planters
Stormwater planters shall be incorporated into the furnishing zone as needed to treat stormwater runoff. See Section 4.7 for stormwater planter standards and guidelines.

GUIDELINES

5.14.4 Furnishing
Furnishings should be compatible with and reflect the scale and industrial character of the district and be utilitarian in materiality and design. Elements provided in the furnishing zone shall have related character, scale, and intention along the length of a single street but are not required to be identical to elements on other streets unless otherwise noted.

5.14.5 Seating
Seating should be concentrated in areas of high pedestrian and retail frontage activity.

Seating materials should be selected or designed to be inviting, comfortable, and accessible. Seating should be selected that does not get too hot or cold in the sun or shade and is comfortable for sitting year-round.

Benches shall be durable, attractive, and support the value of a high-quality public realm. Seating materials shall be chosen for longevity, suitability for heavy use in an urban environment, and ability to withstand the local marine environment.

5.14.6 Waste and Recycling Receptacles
Waste receptacles shall be located at areas of high pedestrian traffic, such as near pedestrian crosswalks. They should be durable, resilient, and easy to maintain. Separate compost, recycling, and landfill receptacles are recommended.

5.14.7 Stormwater Planters and Seating
Stormwater planters at intersections and highest pedestrian traffic areas should integrate public seating into planter design or be adjacent to public seating.

5.14.8 Bollards
Bollards, where required, should be selected as an integral part of the designed streetscape environment.

CONSIDERATIONS

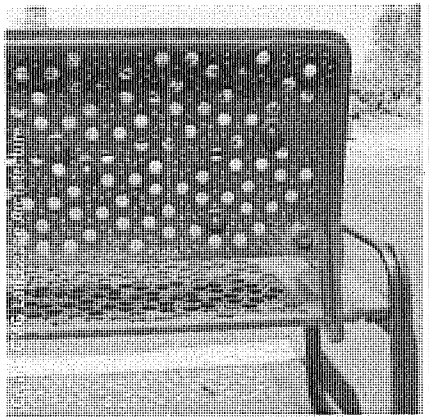
5.14.9 Furnishings
Consider using materials and products that incorporate recycled materials, sustainable wood products, non-toxic finishes, and environmentally responsible manufacturing practices. Interpretive elements may be incorporated into street furniture design.

5.14.10 Bollards
Weathered, galvanized, or painted steel bollards with flat caps are recommended.

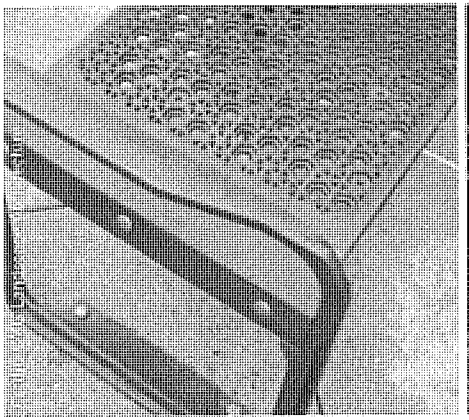
5.14.11 Salvaged Material
Salvaged materials and artifacts from the site should be incorporated into streetscapes and public open spaces if feasible and safe for public use.

Figure 5.14.1 Furnishings Palette

PUBLIC BENCHES



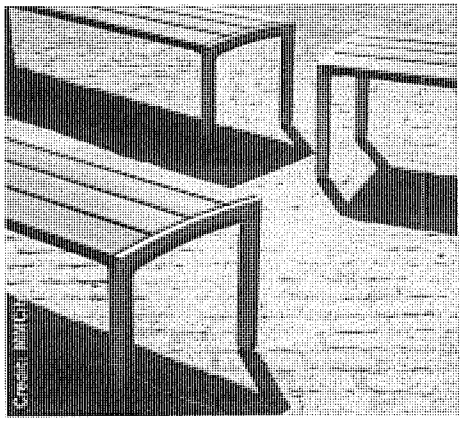
Custom Cast-Iron Bench with Back



Custom Cast-Iron Bench (Backless)

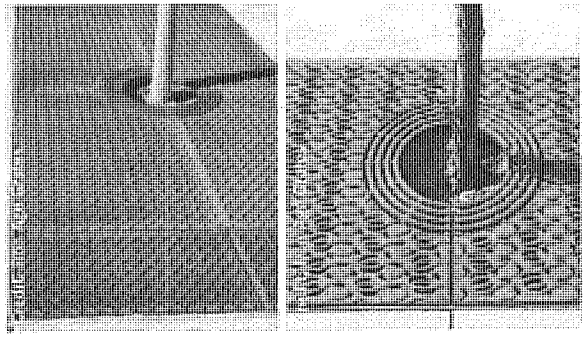


Manufactured Bench with Back



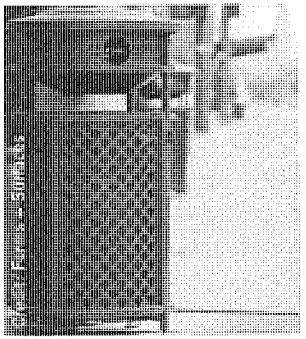
Manufactured Bench (Backless)

TREE GRATES

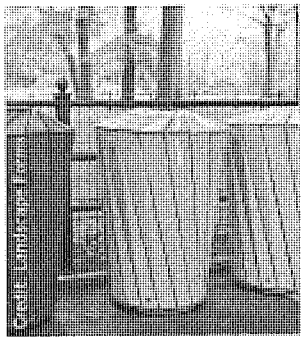


Decorative Cast-Iron Tree Grates (Iron Age or similar).

TRASH RECEPTACLES

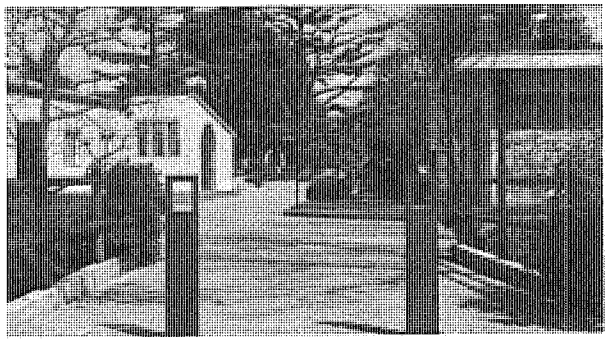


Trash and recycling receptacles



Landscape Forms 'Central Park'

BOLLARDS



Calpipe or Similar Stainless or Weathered Steel Finish Bollards

5.15 Paving and Materials

Paving will be a key component that defines the character, connectivity, and identity of the Power Station project's varied streets and open spaces. Paving strategy should be considered as an interconnected site-wide system that activates the public realm and contributes to the overall pedestrian, bicycle, and vehicular circulation on the site. All paving in areas with high pedestrian traffic will be designed to facilitate accessibility. Paving design in the streetscape shall be carefully considered with the placement of lights, light pull boxes, utilities, utility vaults, and other surface expressions of underground utilities. As such, this plan recommends the practical approach of using cast-in-place concrete in most sidewalk and furnishing zone applications. SF Public Works standard materials are permitted in all locations and required in public rights-of-ways as a baseline.

STANDARDS

5.15.1 Pedestrian Throughway Materials
The Pedestrian Throughway shall be an accessible path of travel that is unobstructed and ADA compliant. Paving material shall be SF Public Works standard cast-in-place concrete. See Figure 5.15.2.

5.15.2 Furnishing Zone Materials
The furnishing zone shall be cast-in-place concrete, either standard SF Public Works concrete, or enhanced-finish cast-in-place concrete.

5.15.3 Roadway Materials
Roadway materials shall conform to 2015 SF Public Works standards. Asphalt vehicular paving shall be the primary road surface where special paving is not used. Concrete vehicular paving is preferred at traffic tables and at Delaware Street, as permitted by SF Public Works (see Figure 5.15.1). On-site construction demolition debris shall be used as road aggregate base, if feasible.

5.15.4 Material Quality and Consistency
See Section 4.11.4.

5.15.5 Surfacing at Tree Planting

A) Trees in Paving
See Sections 4.11.1(a) and 5.11.5.

B) Trees in Planting
See Section 4.11.1(b).

GUIDELINES

5.15.6 Paving Types
Paving should be a key component that defines the character, connectivity, and extent of the Power Station project's varied public realm. The following paving zones suggest relationships and common paving identities among different streets.

A) Special Paving on Alleys and Shared Streets
Contrasting, high-quality paving should be used to distinguish shared streets and alleys, as high pedestrian activity areas and as places to linger. Shared streets should incorporate concrete or stone pavers, enhanced cast-in-place concrete, stamped concrete, and high-quality, detectable warning pavers that contrast with adjacent paving, per SF Public Works accessibility guidelines. Stamped concrete is encouraged as a paving material for Craig Lane. Refer to paving and materials images and descriptions in Figure 5.15.2.

B) Sidewalks
Standard cast-in-place concrete should be used for Pedestrian Throughways, and standard or enhanced cast-in-place concrete in furnishing zones.

5.15.7 Paving: Heat-Island Effect
Where possible, in areas that are predominantly un-shaded by tree canopy or buildings, reduce the potential for urban heat-island effect by using pavement with a Solar Reflectance Index (SRI) of 29 or higher.

CONSIDERATIONS

5.15.8 Paving: Character and Uniformity
Paving contrast may be introduced through color or geometric variation, textural variation within a single paving module, integral lights, or juxtaposition of scale or material.

Figure 5.15.1 Paving Zones

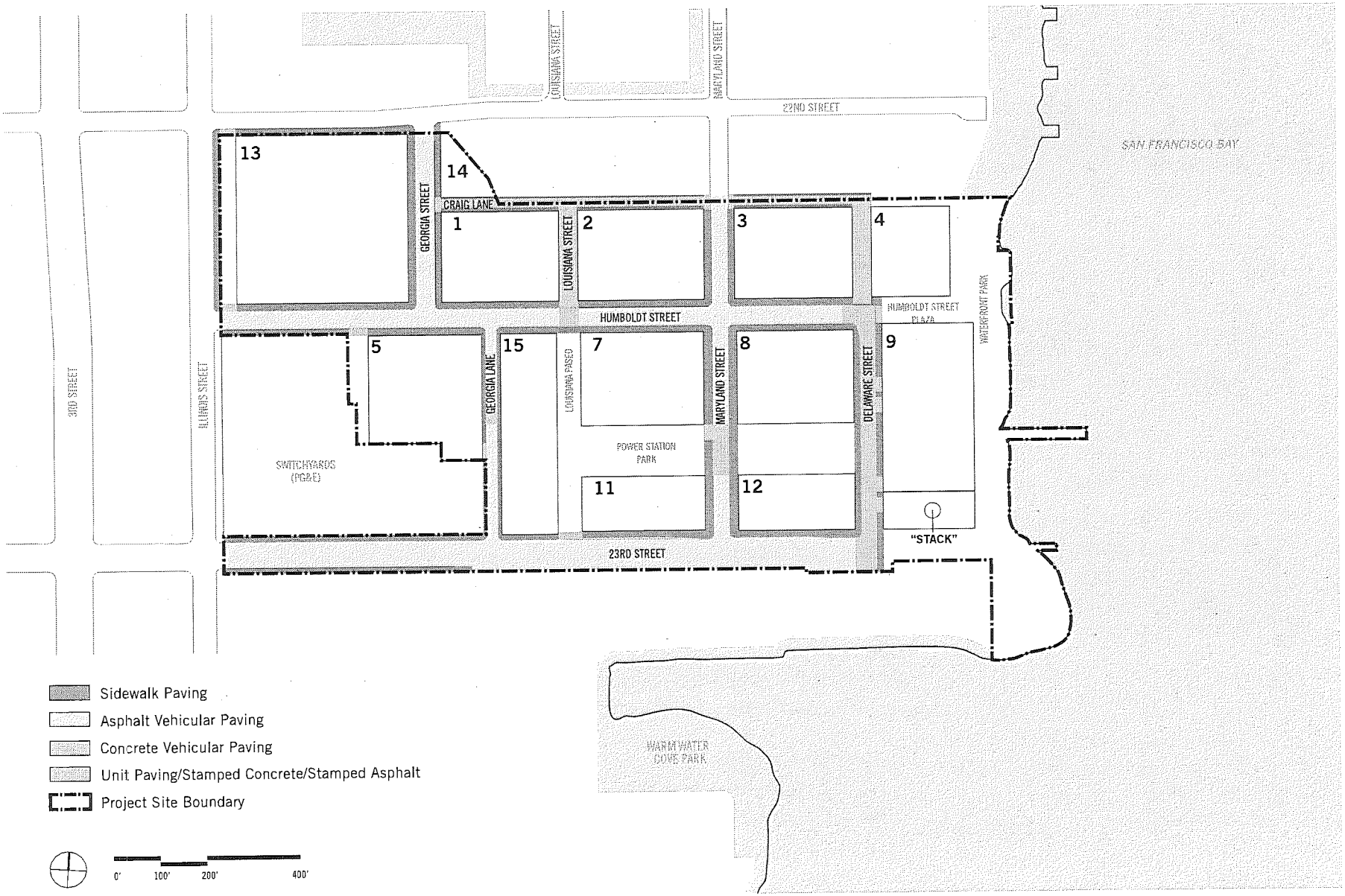
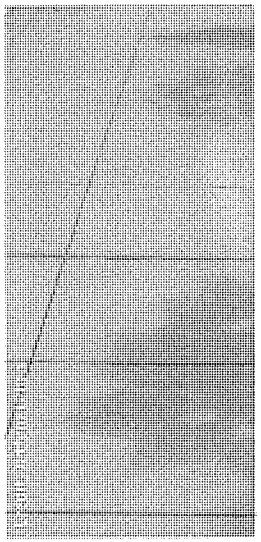
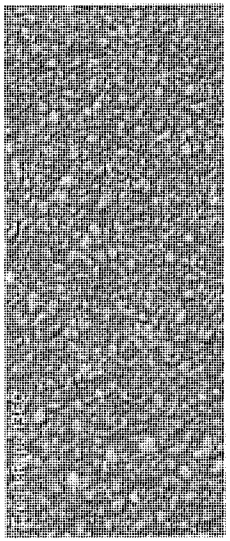


Figure 5.15.2 Paving Palette



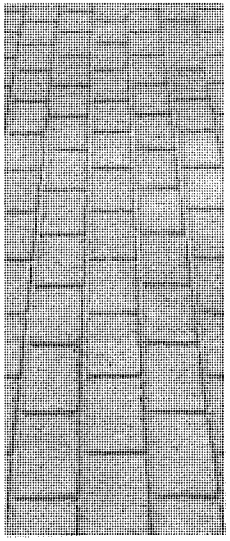
DPW STANDARD CAST-IN-PLACE CONCRETE

Per the current (2018) SF Public Works specification for cast-in-place concrete for sidewalks. Refer to SF Public Works standard for color, finish, and typical joint layouts.



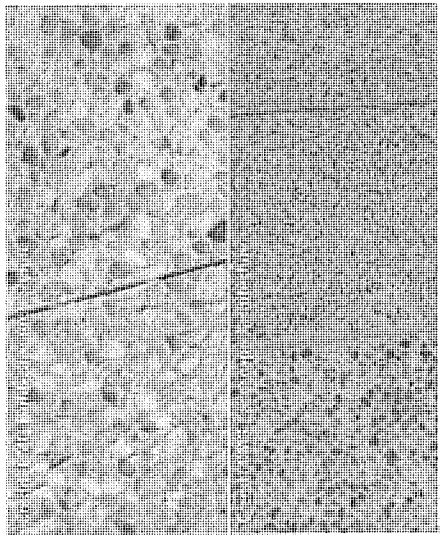
ASPHALT VEHICULAR PAVING

Standard asphalt roadway surface, per SF Public Works standards.



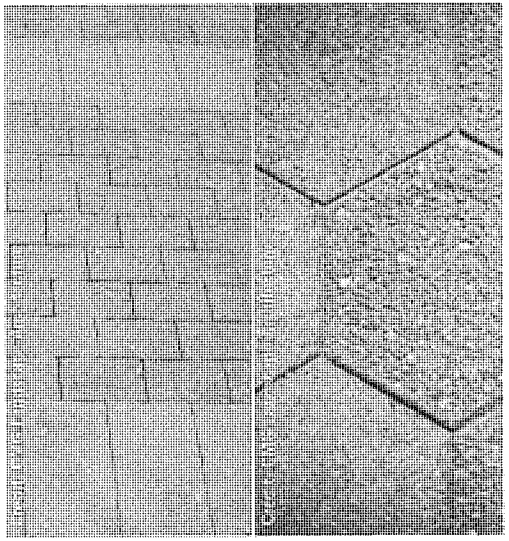
STAMPED ASPHALT VEHICULAR PAVING

Stamped asphalt is a cost-effective technique for adding decorative patterns to standard asphalt roadway surface. Stamped asphalt may be used in the Craig Lane roadway.



ENHANCED CAST-IN-PLACE CONCRETE

Enhanced concrete may have an exposed aggregate finish for a rich, textured surface and may incorporate special joint patterns for a more refined appearance. Integral color and decorative aggregates shall be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance. Design must be reviewed and approved by SF Public Works as part of Street Improvement Plans. Enhanced cast-in-place concrete could occur in all furnishing zones and edge zones, Delaware Street and Maryland Street Pedestrian Throughways, Delaware Street Pedestrian Throughway and Vehicular Lanes, Louisiana Street Pedestrian Throughway and Vehicular Lanes, Raised Pedestrian Crossings, and Delaware Street traffic lanes.



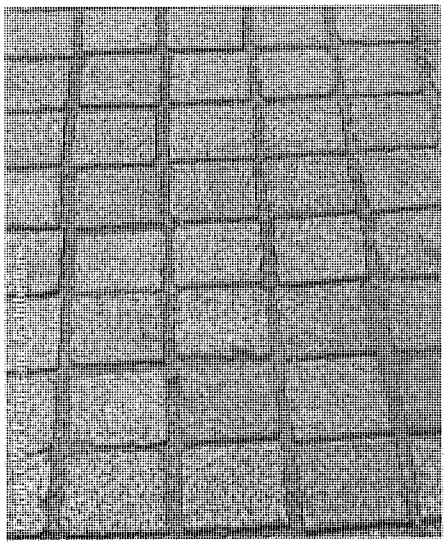
UNIT PAVERS

Unit paving is a modular system that provides an enhanced level of material quality and detail. Paver color and finish shall be selected for aesthetic quality and shall meet accessible design requirements for proper visual contrast and slip-resistance. Paver edges and joints shall create a smooth, continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with the manufacturer's recommended installation method(s). Within public rights-of-way and where public utilities exist beneath paving, unit pavers shall comply with SF Public Works and SFPUC permeable paving guidelines. Designs must be reviewed and approved by SF Public Works as part of Street Improvement Plans. Outside of the public right-of-way, unit pavers need not comply with SF Public Works standards.



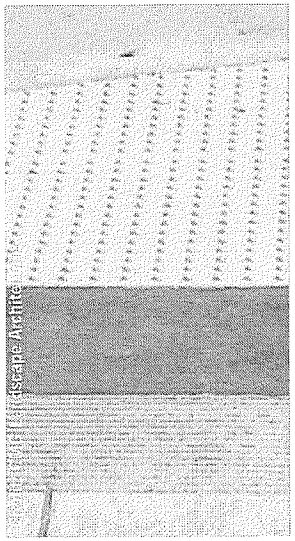
PERMEABLE CONCRETE UNIT PAVERS

Permeable concrete unit pavers may be used in select locations such as Louisiana Street and Delaware Street north of Humboldt (private streets). Paver color and finish shall be selected for aesthetic quality and meet accessible design requirements for proper visual contrast and slip resistance. Paver edges and joints shall create a smooth, continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with manufacturer's recommended installation method(s). Where public utilities exist beneath paving, all permeable pavers must be designed per SFPUC's 2016 *Green Infrastructure Typical Details and Specifications* permeable paving guidelines. Outside of the public right of way, unit pavers need not comply with SF Public Works standards.



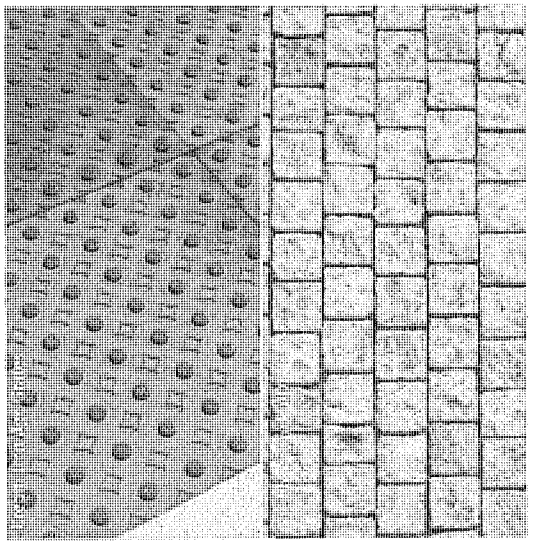
STONE PAVERS AND STONE SETTS

Setts and pavers—quarried stone worked to a regular shape—provide the most refined material quality to special Power Station project streets. Stone color and finish shall be selected for aesthetic quality and meet accessible design requirements for slip-resistance. Edges and joints shall create a smooth continuous surface. The installation design (paving section) shall ensure a level, stable paving surface and be in accordance with manufacturer's recommended installation method(s). Designs must be reviewed and approved by SF Public Works as part of street improvement plans. Outside of the public right-of-way, unit pavers need not comply with SF Public Works standards.



DETECTABLE SURFACE PAVING: SF PUBLIC WORKS STANDARD

Used where pedestrians enter vehicular zones of the street, standard detectable paving clearly delineates the edge or end of the pedestrian-only zone, consistent with the treatment of public sidewalks throughout the city. Refer to SF Public Works standards for material, color, and installation specifications.



DETECTABLE SURFACE PAVING: ALTERNATIVE

Used in special situations where the SF Public Works standard detectable surface is not required but a tactile paving treatment is necessary, detectable paving alternatives clearly delineate the edge of the pedestrian-only zone with a textured surface, such as approved truncated dome products. Material shall meet accessible design requirements for slip resistance and provide high visual contrast (70 percent from adjacent paving) per SF Public Works standards. To meet these standards, design must be reviewed and approved by SF Public Works as part of street improvement plans.



Street Character

The unique character of each street will define a rich and dynamic urban experience as people move through the site.

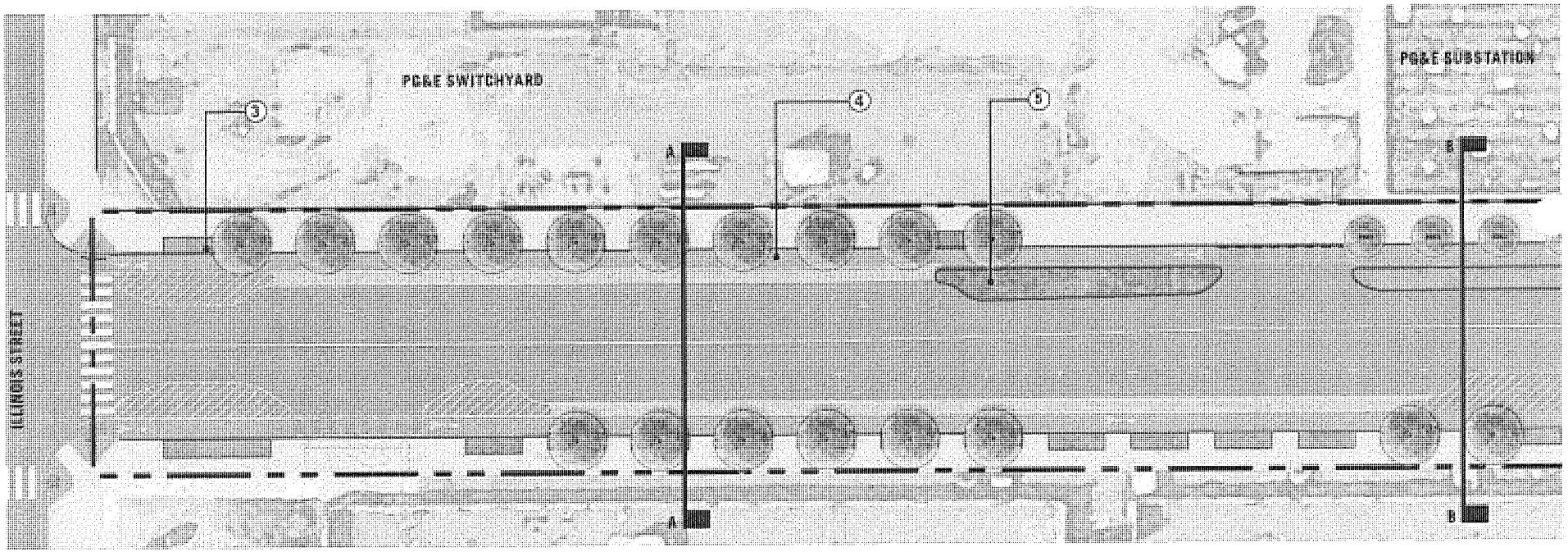
Neighborhood commercial streets include Humboldt Street, Maryland Street, Delaware Street, and a portion of Georgia Street. With commercial storefronts and other active uses lining each of these streets, they are likely to be the most active part of the Power Station project. Neighborhood commercial streets will be designed with adequate commercial loading areas to facilitate operations of the streets' retail stores and restaurants, with a mix of passenger loading, metered parking, and planting areas along remaining sidewalk frontages. Along Delaware Street, a high-quality connection to the Blue Greenway will be designed.

Along the southern boundary of the site, 23rd Street will be a mixed-use street that gracefully accommodates PDR uses while creating safe and inviting gateways to the site for bicyclists and pedestrians. Specifically, 23rd Street will provide space for the loading activity of larger trucks that supply parts to, and pick up finished goods from, light-industrial uses. The project will provide wide sidewalks and protected bicycle facilities on the north side of the street to make walking and cycling safe, and to connect the Blue Greenway from the waterfront to Illinois Street. The current use of the warehouses on the south side of 23rd Street do not allow for the provision of sidewalks and Class IV bicycle facilities on the south side of 23rd Street. Sidewalks and protected bicycle facility may be provided on the south side of 23rd Street by the future developer of the property to the south, but only if, in the future, such facilities would meet SF Public Works standards and would be accepted by the City.

Alleys will include Georgia Lane, Louisiana Street, and Delaware Street north of Humboldt Street; these alleys may include garage entries. Craig Lane will be a one-way service alley that will accommodate both loading and garage entries.

Streets at the Power Station project will be designed to be consistent with the Better Streets Plan and uphold City policies, including Vision Zero SF and Transit First. Unless otherwise noted, aforementioned standards and guidelines within this Streets section shall apply to the following streets.

5.16 23rd Street



STANDARDS

5.16.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.16.2 through Figure 5.16.8.

5.16.2 Tree Well Size

Between Illinois Street and Maryland Street, tree wells shall be minimum 5 feet wide by 10 feet long. Provide a minimum 4-foot paved break in tree wells at regular intervals to allow cyclists to access sidewalk as pedestrians.

5.16.3 Tree Well Surfacing

Tree wells shall either be planted with a diverse mix of ornamental grasses, small woody shrubs, and herbaceous perennials or surfaced with non-stabilized crushed stone.

5.16.4 Bicycle Lane Buffers

At parking-protected bicycle lanes, a clear material change or striping shall mark the buffer between parking and the bicycle lane. Where feasible, raised buffers and 'islands' should be planted with low shrubs, ornamental grasses, and perennials. Planted buffers shall allow clear visibility at intersections, crossings and curb cuts. Plants in buffers and islands shall not exceed 36 inches in height. There shall be a clear path of travel from every parking space to the sidewalk.

5.16.5 Block Station A, 11 & 12 Frontage

Where utility easements preclude planting and fixed streetscape elements, signage, awnings, canopies and/or seating shall be permitted to be affixed to the building (see Third Street Industrial District Awnings, Section 6.11.3) within the frontage zone.

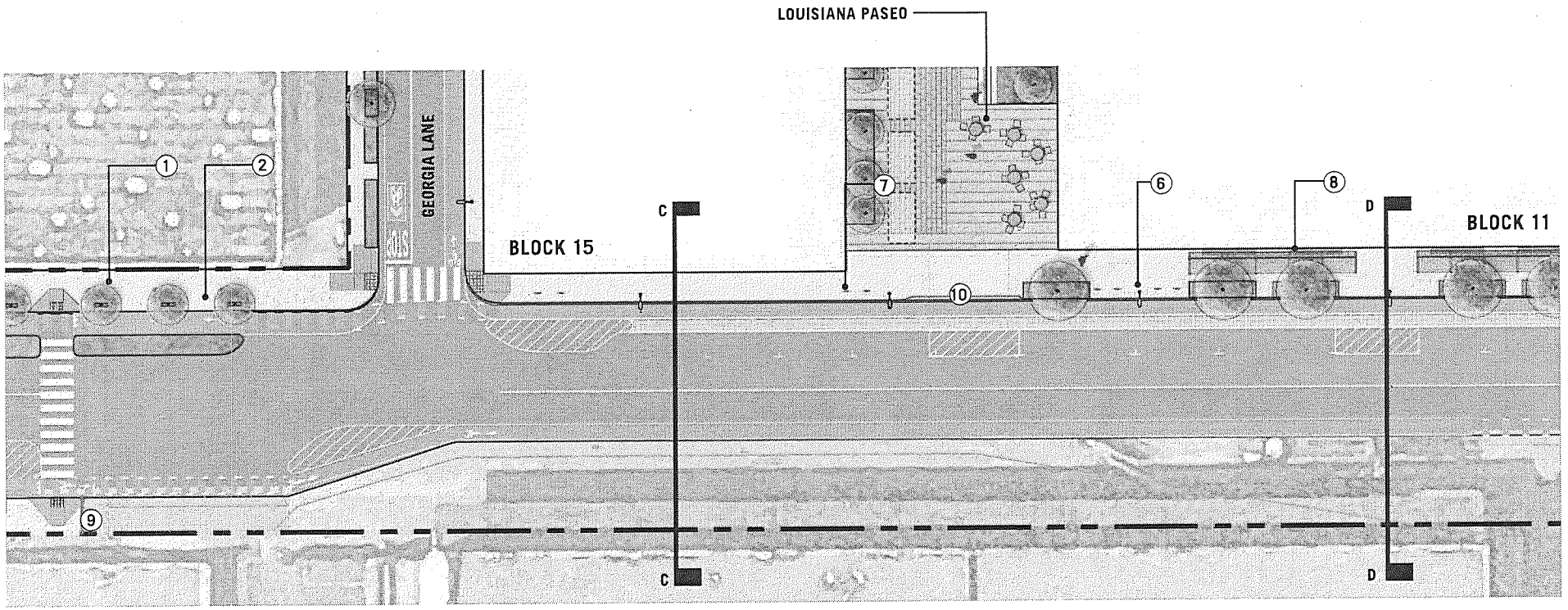
5.16.6 Railing between Bike Lane and Retaining Wall

A 42-inch railing must be placed in between the bike lane and existing brick retaining wall to the south near the intersection of Maryland Street.

5.16.7 Lighting

Refer to lighting standards per Section 7.2.

Figure 5.16.1 23rd Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Planted Tree Well
4. Parking-Protected Bicycle Lane
5. Planted Buffer
6. Street Light
7. Bicycle Rack
8. Bench
9. Pedestrian Barrier
10. Curb Cut (maintenance and food truck access)

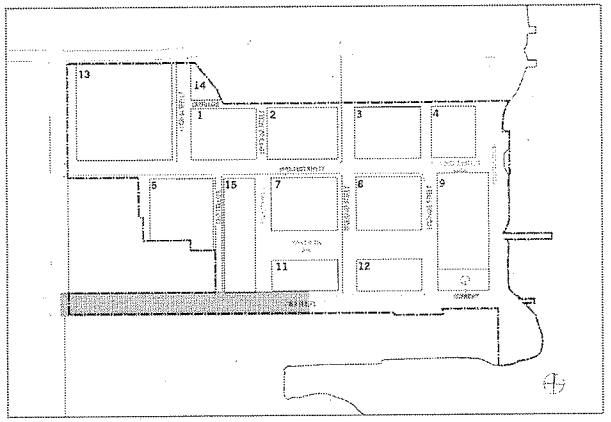
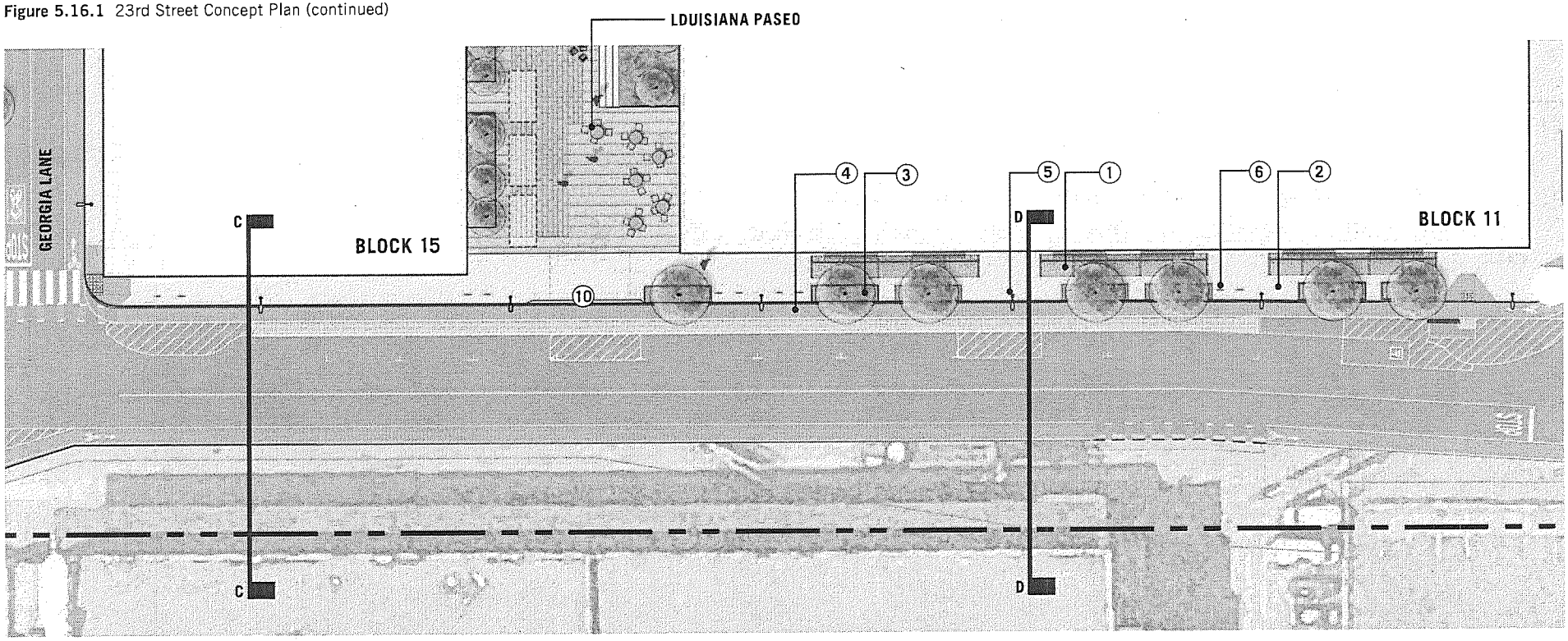


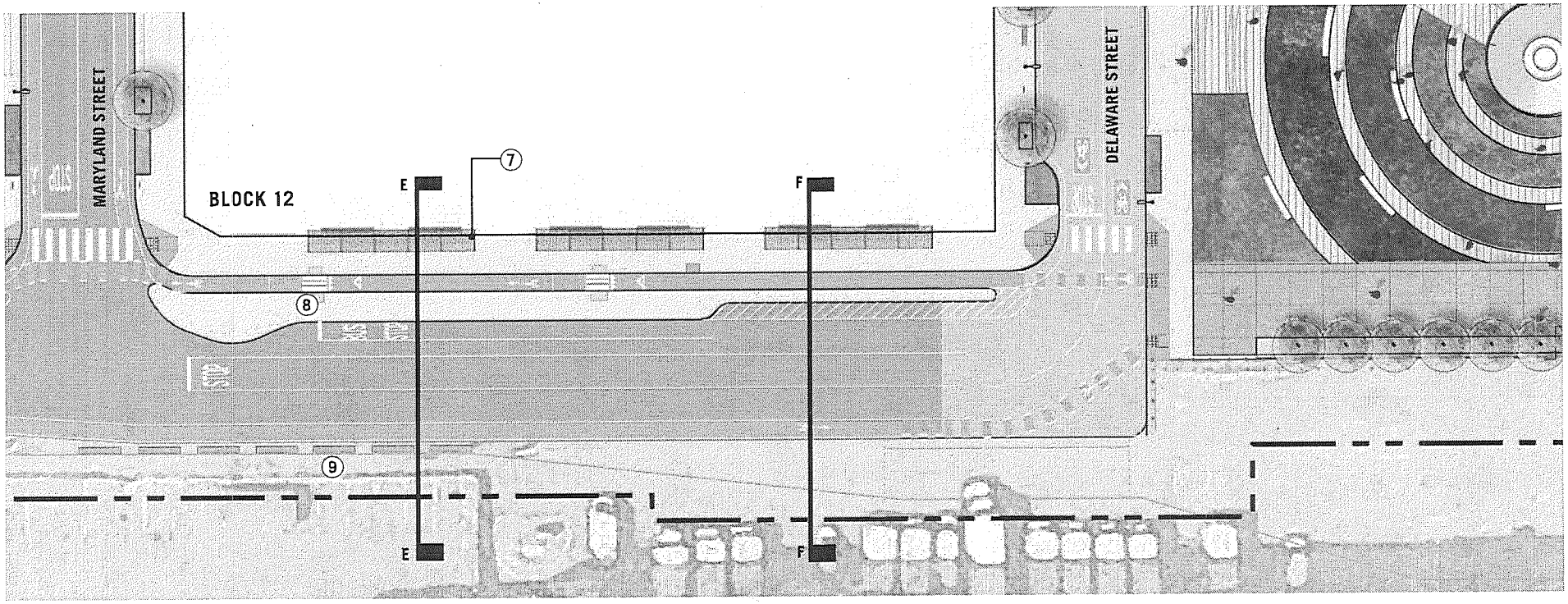
Figure 5.16.1 23rd Street Concept Plan (continued)



5.16.8 Third Street Character

As an important entrance to the Power Station project, the streetscape design of 23rd Street should balance the historic utilitarian character of the Third Street Industrial District with welcoming design gestures. To that end, the following guidelines shall be followed:

- Landscape elements should feel additive to the industrial streetscape. Examples include potted or otherwise designed raised beds of plants and trees that are placed onto paved surfaces; small tree wells within paved surfaces; green walls; and raised or lowered beds edged with industrial materials such as brick, low granite curbs, or steel.
- Tree planting locations should be irregularly spaced or placed in small groupings along the street, in contrast with standard *Better Streets Plan* requirements, in order to provide better compatibility with the historic district.
- A tree and vegetation palette should be used that does not detract from the industrial character. Green walls, planter boxes, and vegetation should be considered rather than trees for storm water management.
- Sidewalk paving at 23rd Street should be more industrial in character compared to sidewalk paving at other portions of the site. Consider varying sidewalk concrete score joint patterns or pavers from block to block.
- Pavement at the transit boarding island should incorporate concrete or stone pavers or enhanced cast-in-place concrete with smaller scale joint patterns for a more refined appearance. Integral color and decorative aggregates may be selected for aesthetic quality and shall meet accessible design requirements for slip-resistance.
- 23rd Street is intended to be accepted as a SF Public Works-owned and -maintained street.



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Planted Tree Well
4. Parking-Protected Bicycle Lane
5. Street Light
6. Bike Rack
7. Bus Shelter
8. Transit Boarding Island
9. Moveable Raised Planters at 5' Buffer Between Bicycle Lane and Retaining Wall
10. Curb Cut (maintenance and food truck access)

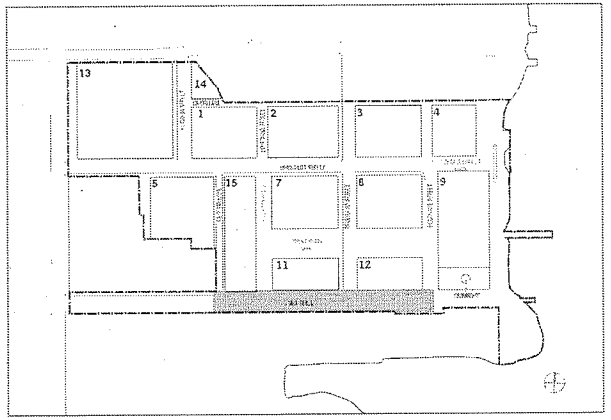


Figure 5.16.2 23rd Street: Section A

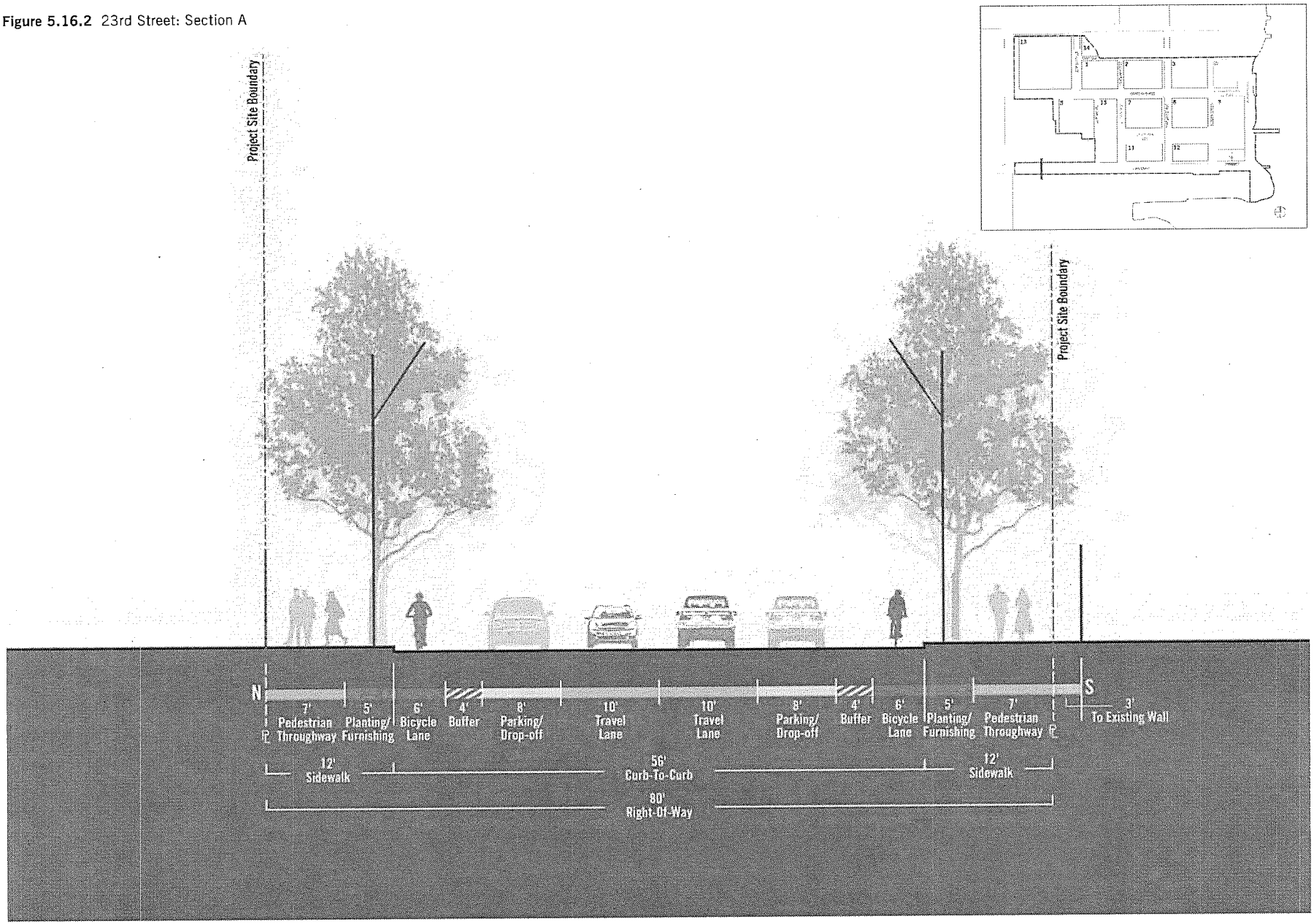


Figure 5.16.3 23rd Street: Section B

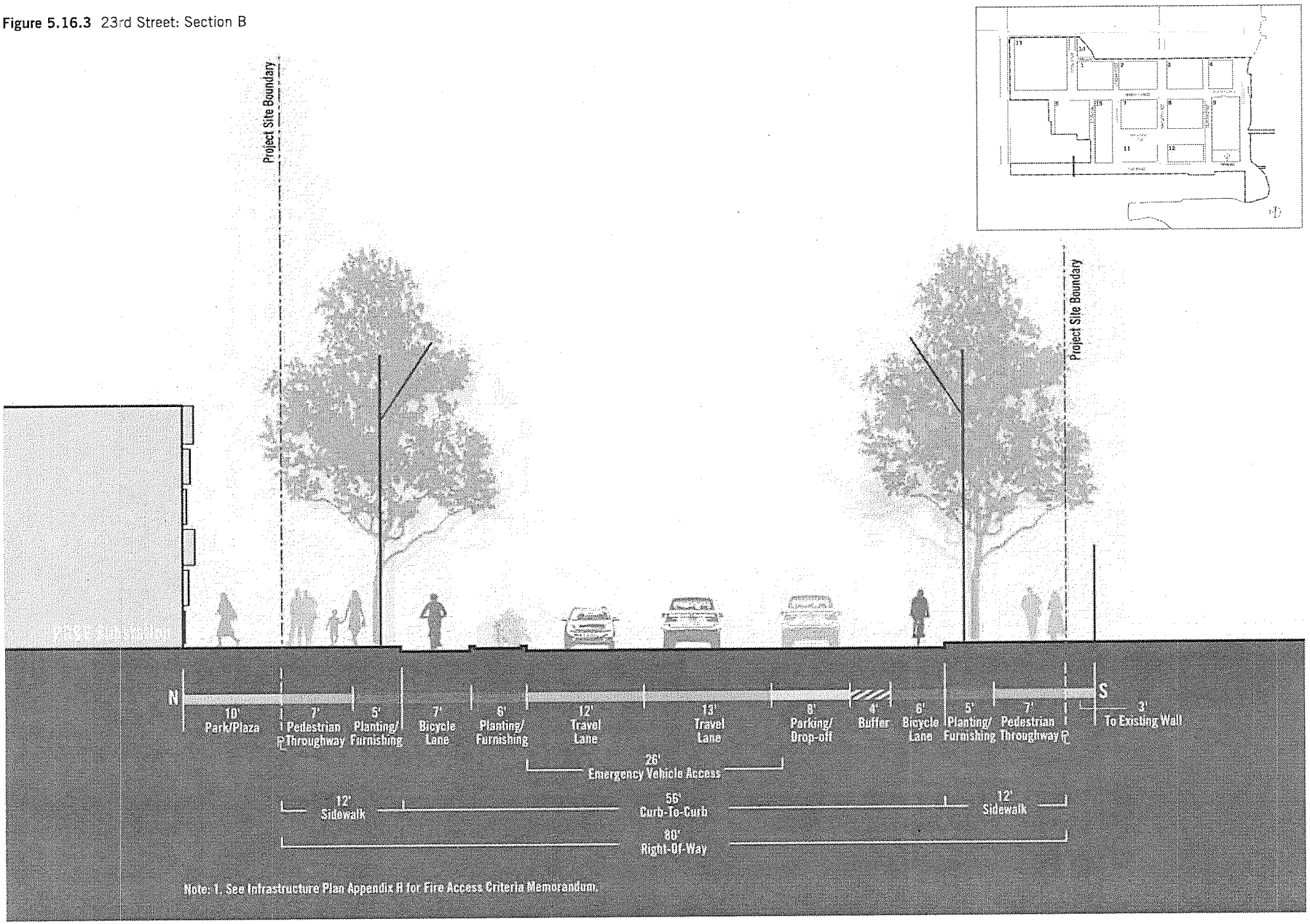


Figure 5.16.4 23rd Street: Section C (With Station A Retained)

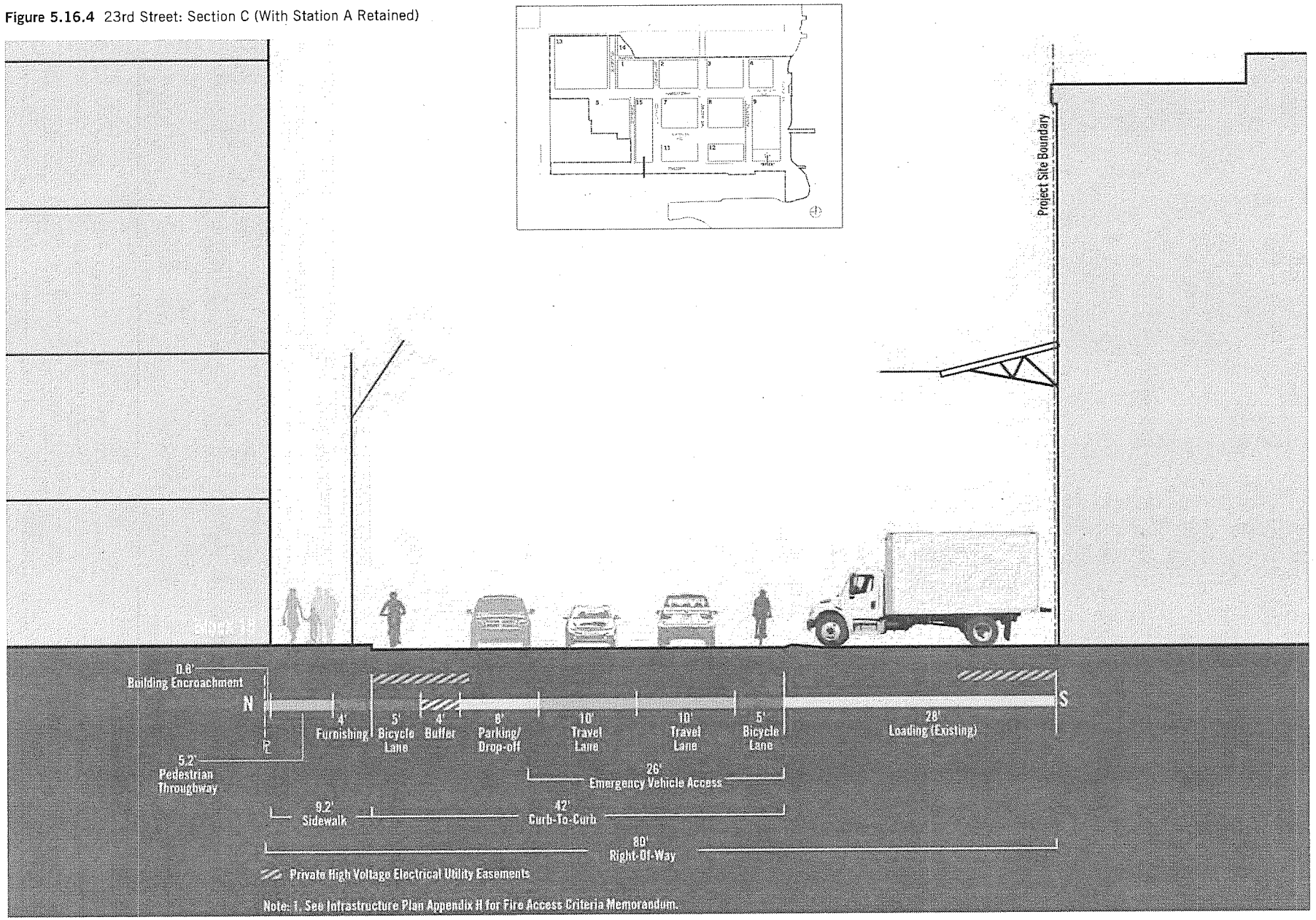


Figure 5.16.5 23rd Street: Section C (Without Station A)

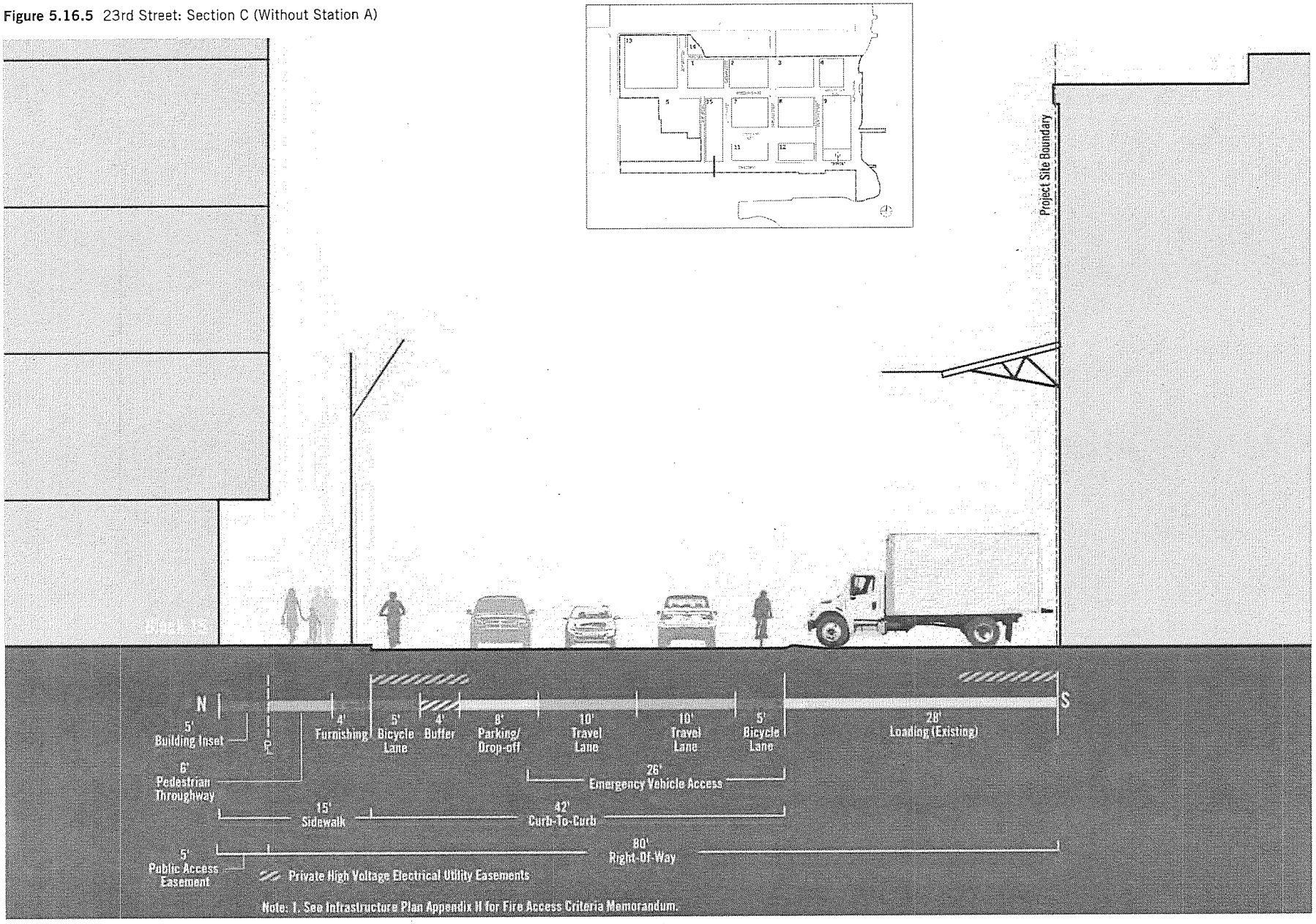


Figure 5.16.6 23rd Street: Section D

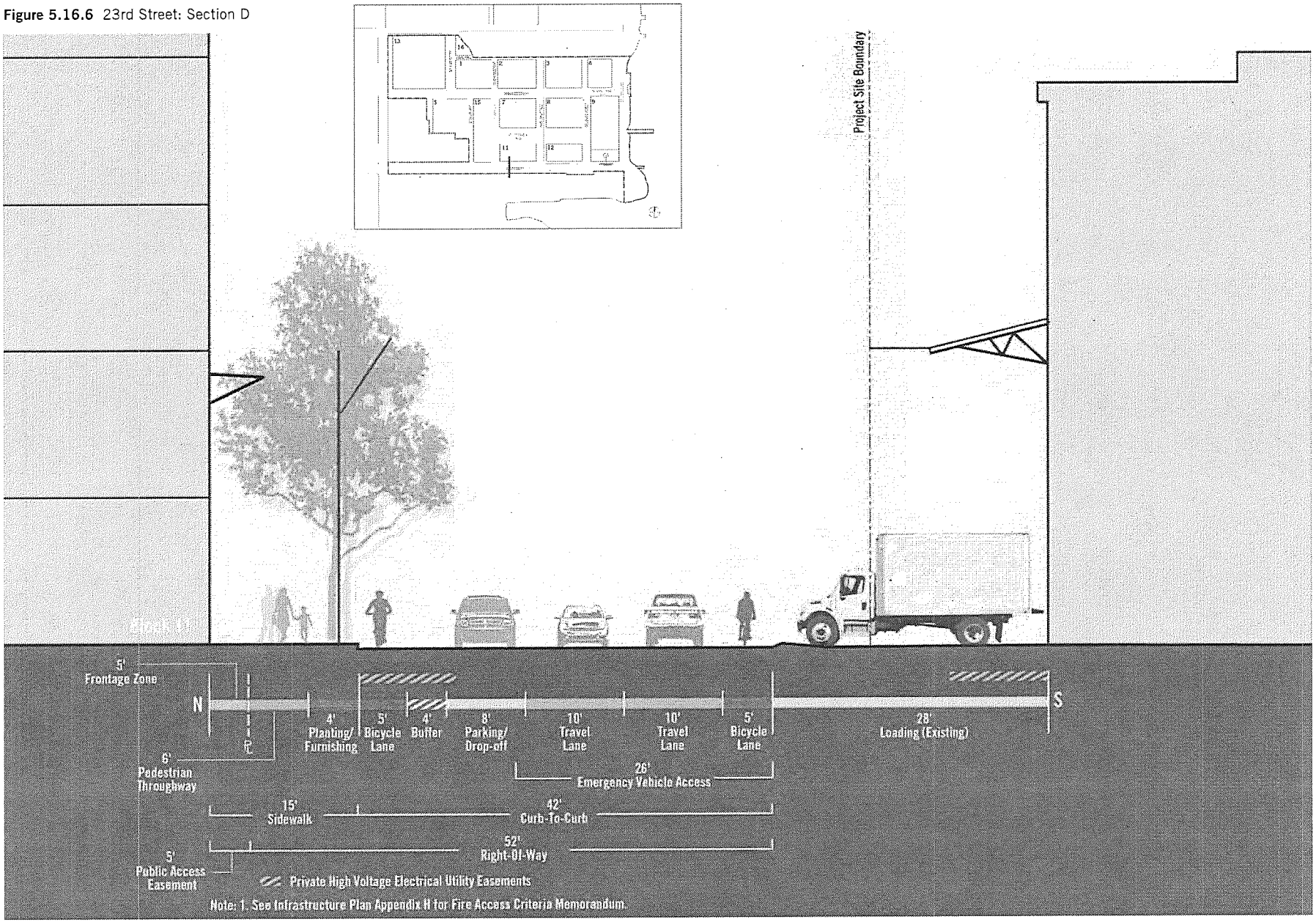


Figure 5.16.7 23rd Street: Section E

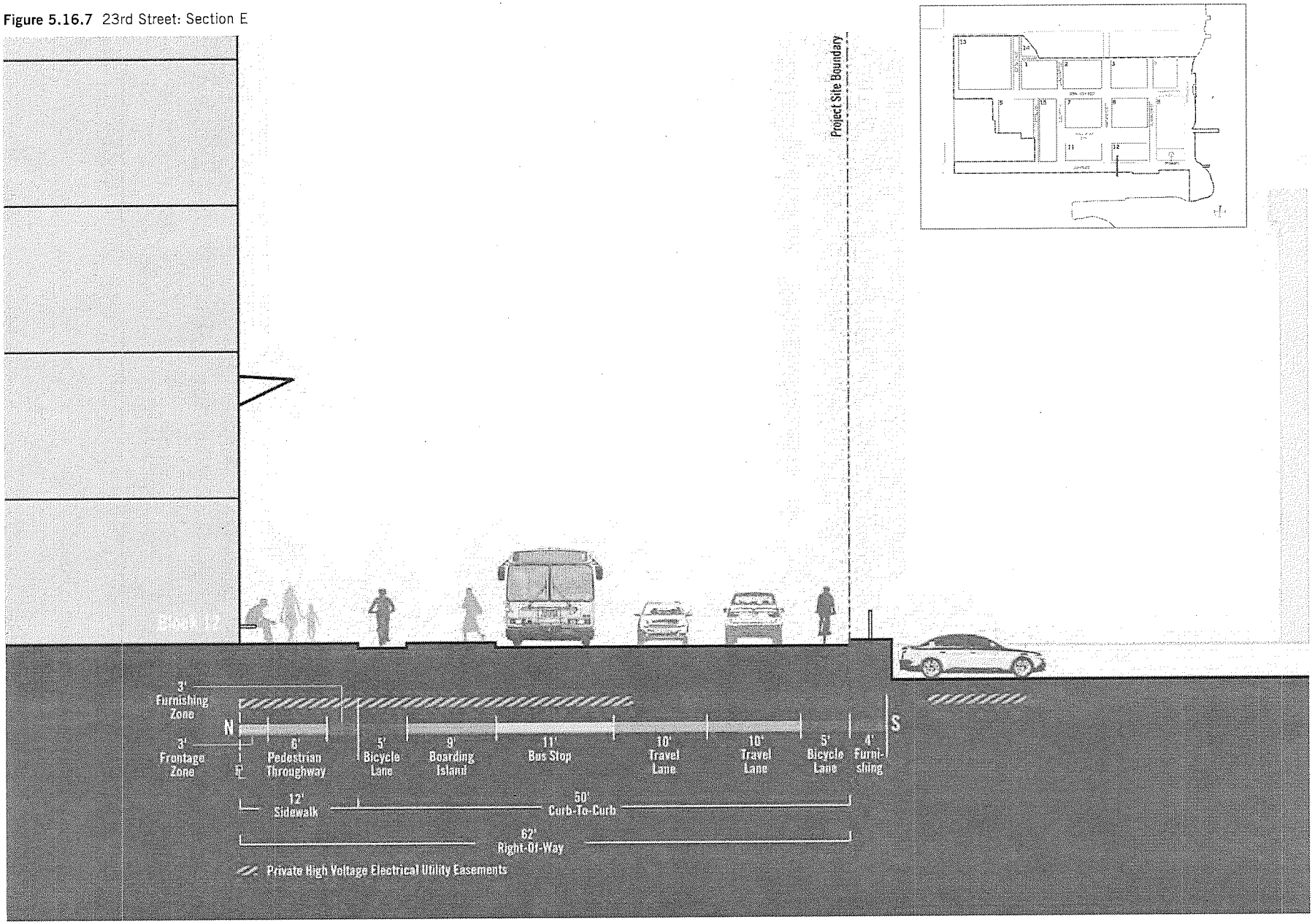
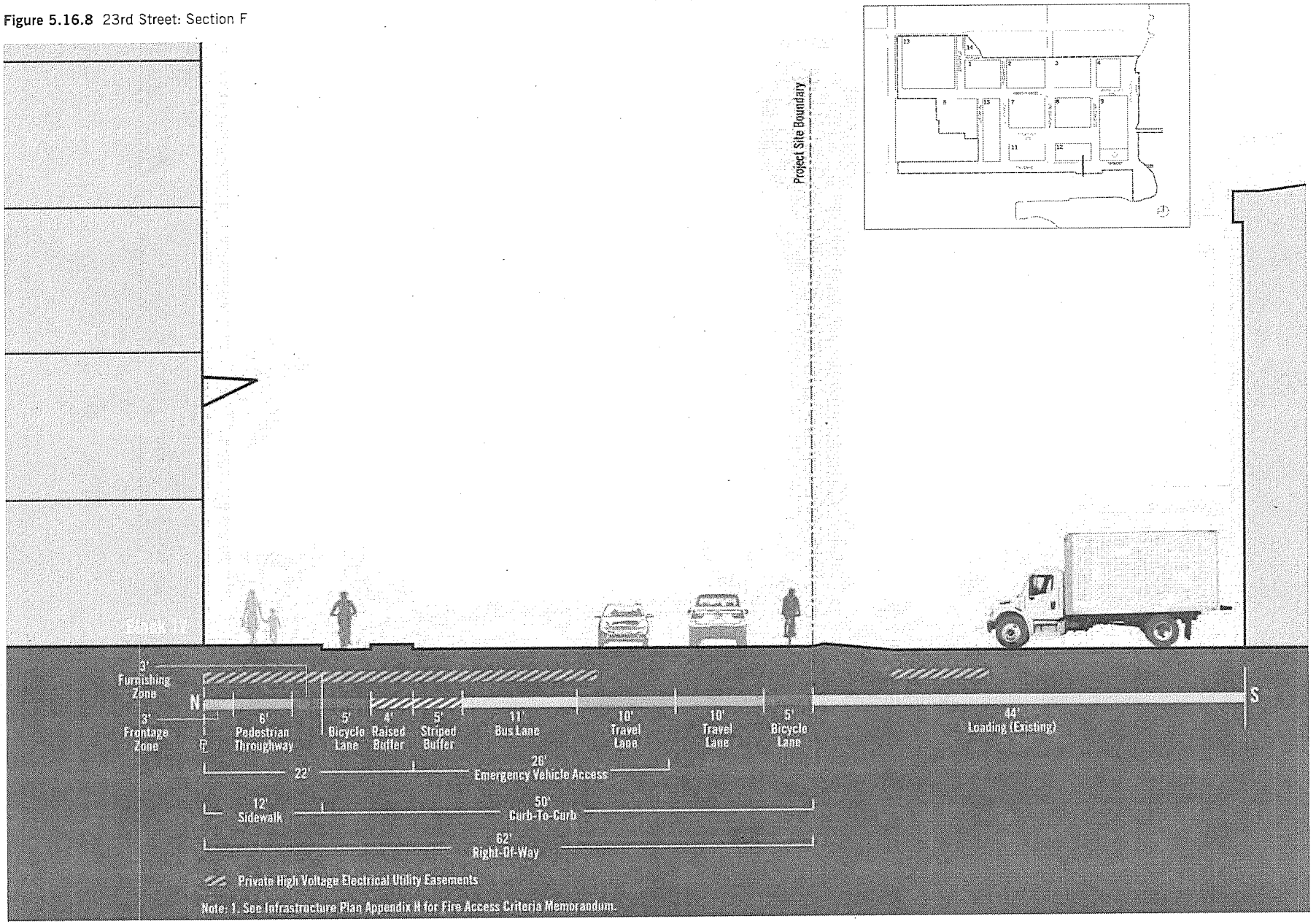


Figure 5.16.8 23rd Street: Section F



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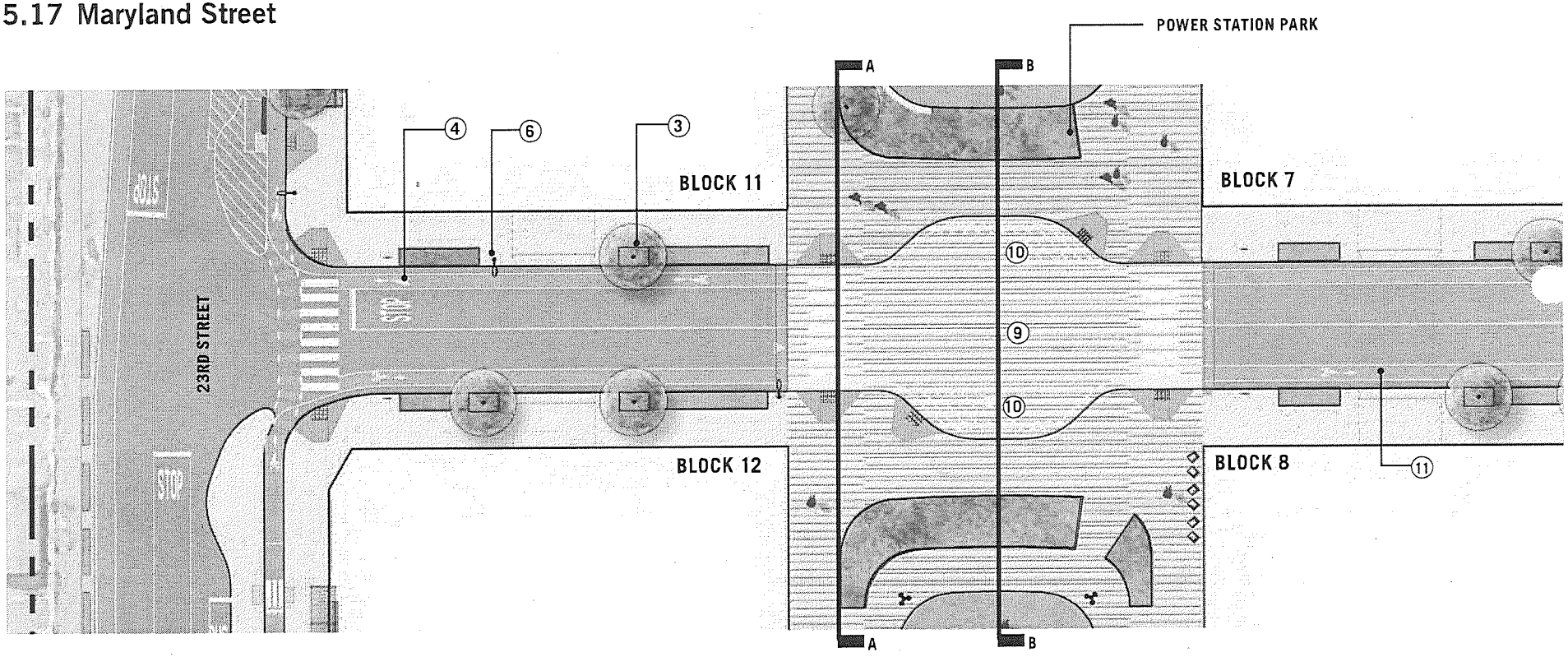
5.17 Maryland Street



STANDARDS

5.17.1 Street-Lane and Sidewalk Widths

The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

5.17.2 Tree Well Size

Tree wells shall be at least 5 feet by 8 feet.

5.17.3 Tree Well Surfacing

Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

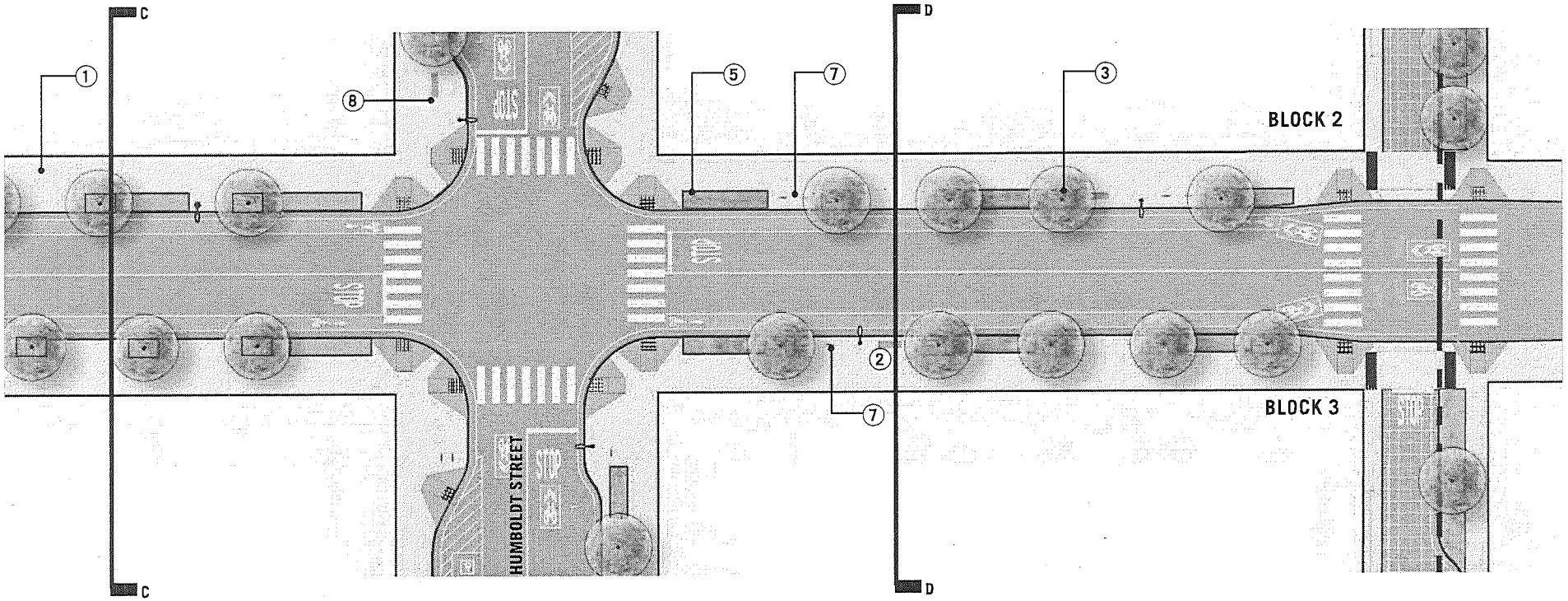
5.17.4 Raised Pedestrian Crossing

Between the two blocks of Power Station Park, a two-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum four-inch curb.

5.17.5 Lighting

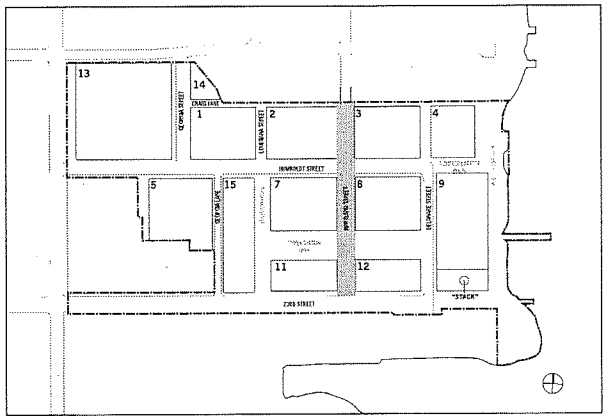
Refer to lighting standards per Section 7.2.

Figure 5.17.1 Maryland Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Class II Bicycle Lane
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Bicycle facility[1]



Note:
1. The bikeway design for Maryland Street is tentative. The Project will continue to work with the City towards the design of a separated bikeway within the 64' right-of-way proposed on Maryland Street. Such a design change would be reviewed by City infrastructure agencies and incorporated into City approvals as part of the first Basis of Design submittal.

Figure 5.17.2 Maryland Street: Section A

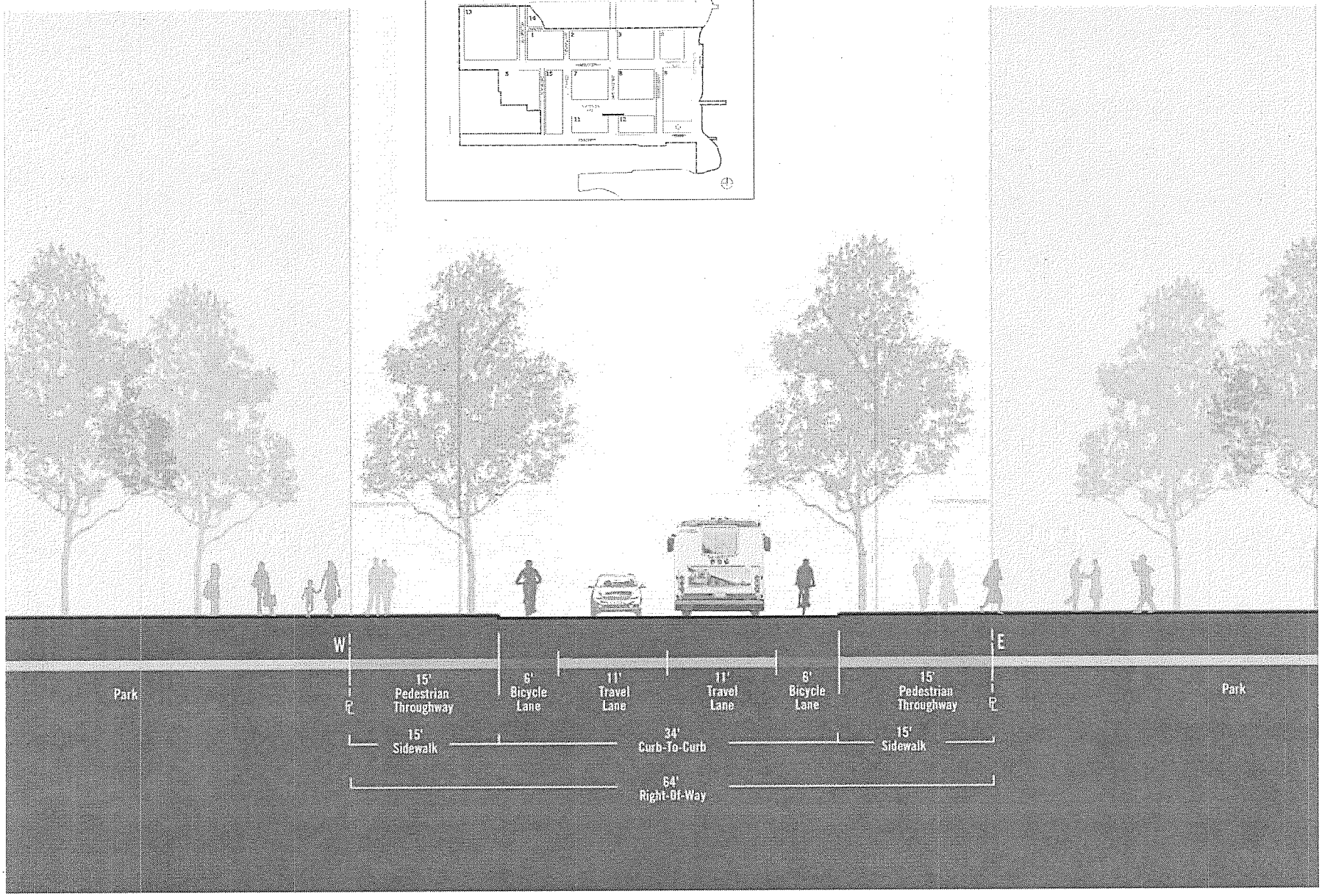


Figure 5.17.3 Maryland Street: Section B

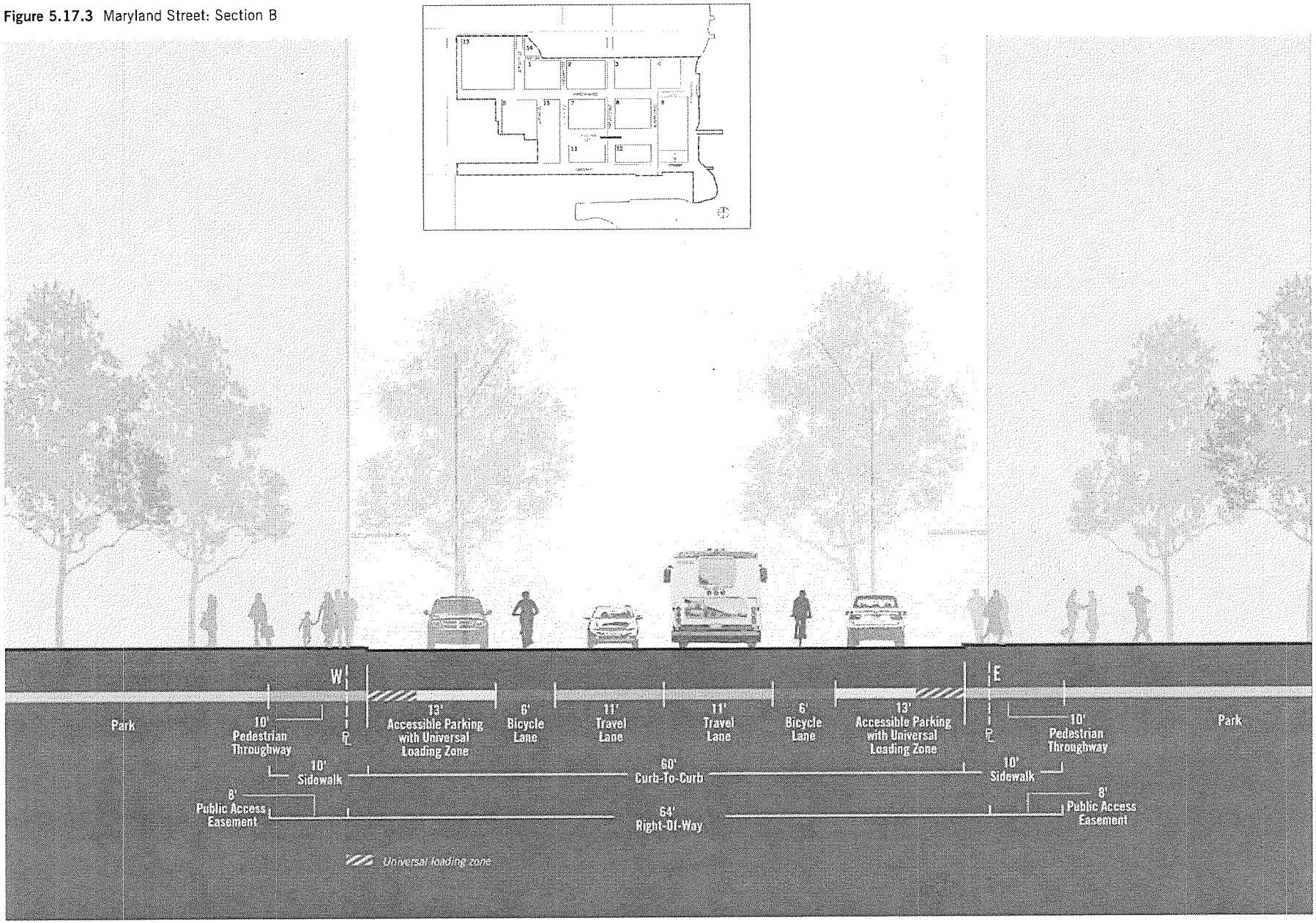


Figure 5.17.4 Maryland Street: Section C

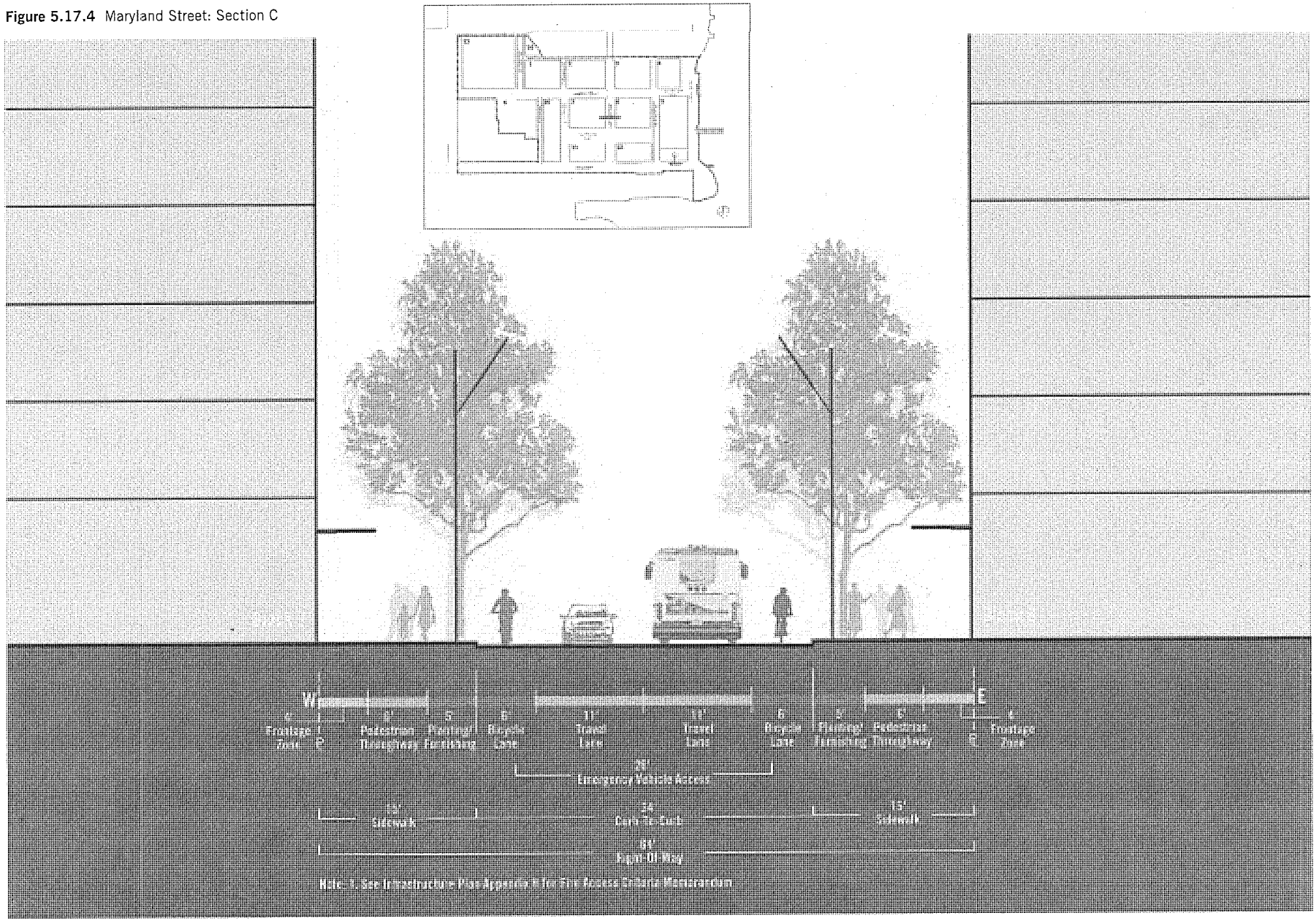
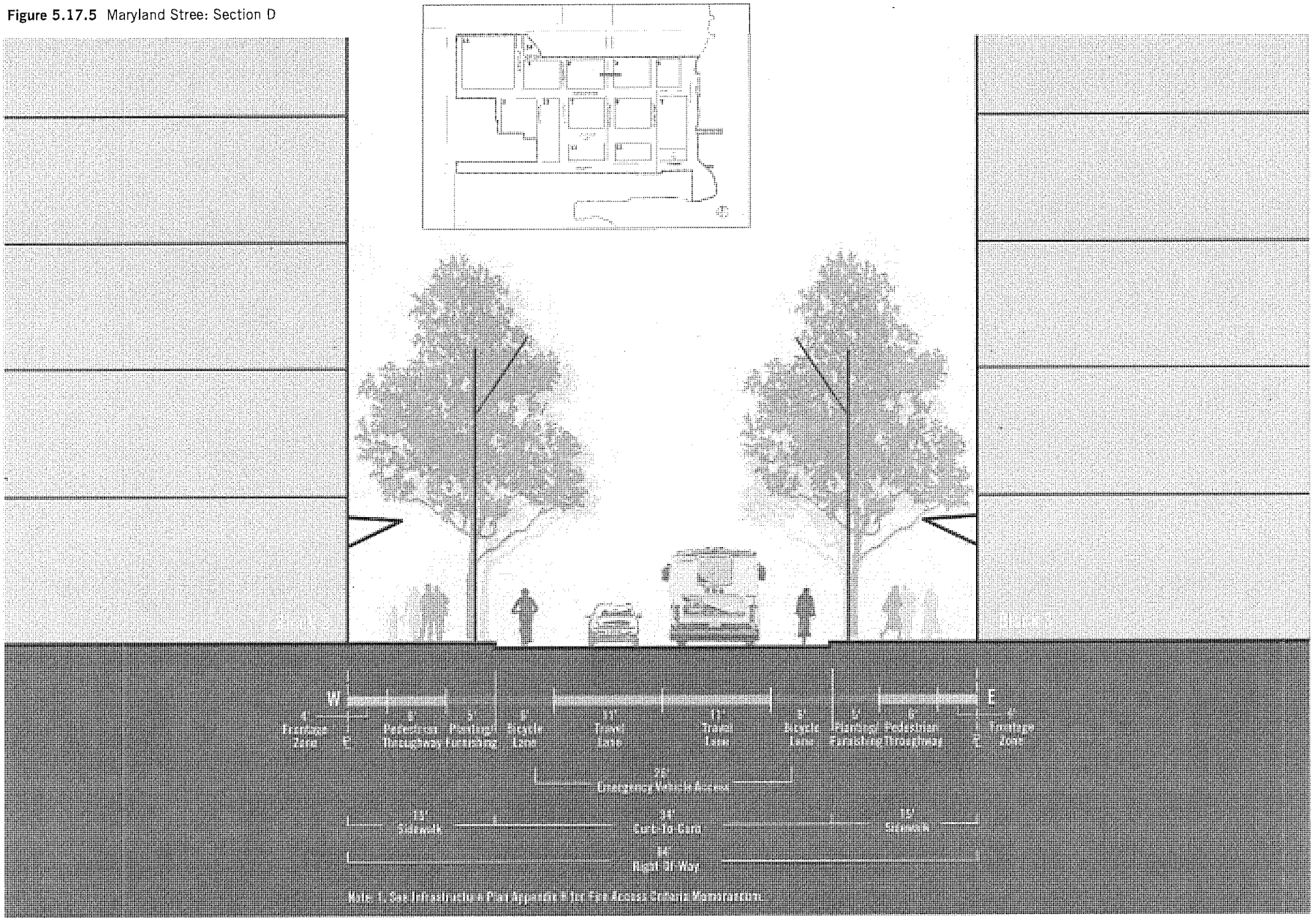
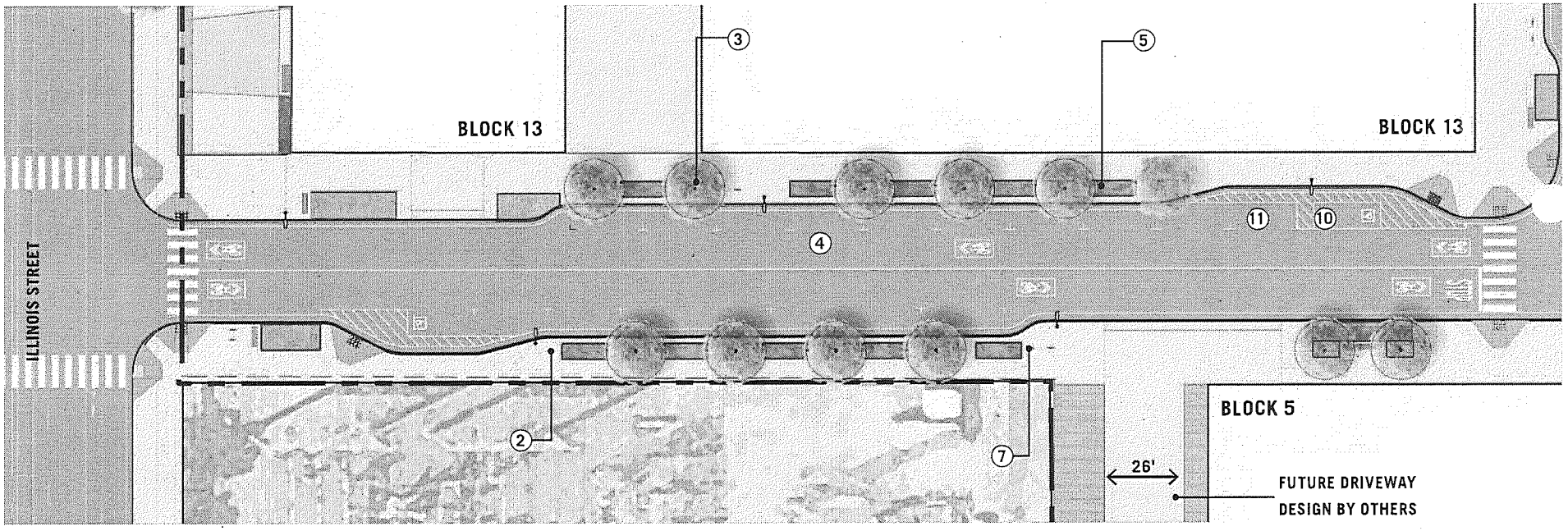


Figure 5.17.5 Maryland Stree: Section D



5.18 Humboldt Street



STANDARDS

5.18.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per street section shown in Figure 5.18.2 .

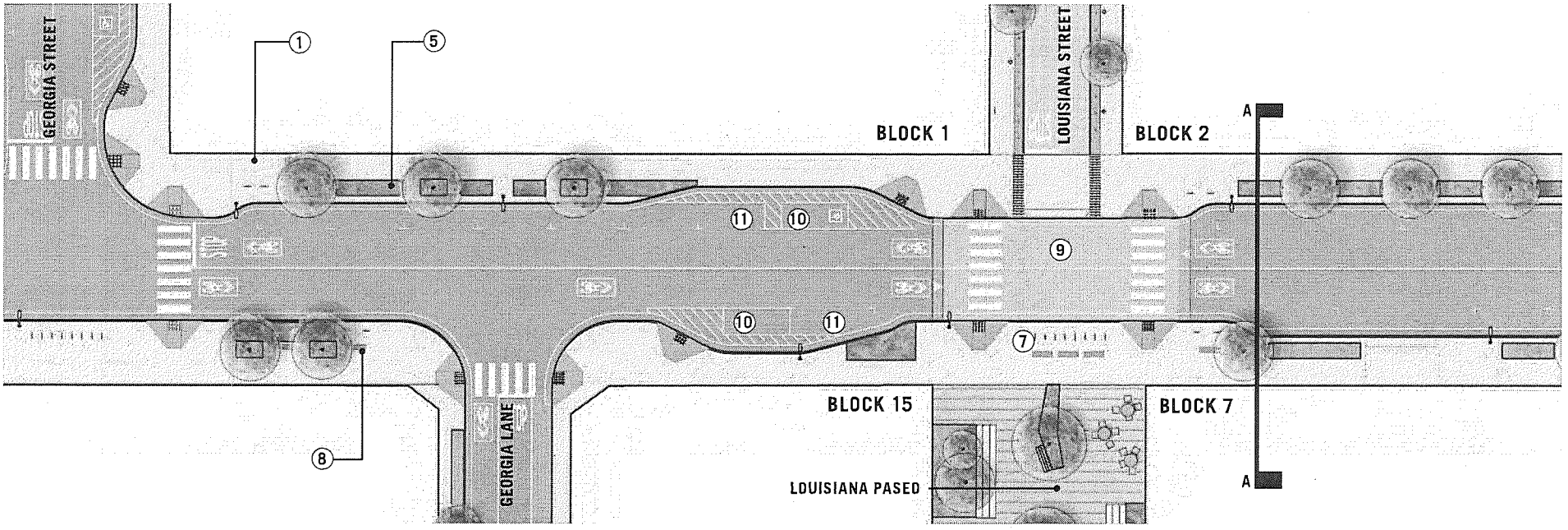
5.18.2 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

5.18.3 Tree Well Surfacing
Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

5.18.4 Raised Pedestrian Crossing
At the intersection of Louisiana Street and Humboldt Street, a two-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum four-inch curb.

5.18.5 Lighting
Refer to lighting standards per Section 7.2.

Figure 5.18.1 Humboldt Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bicycle Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

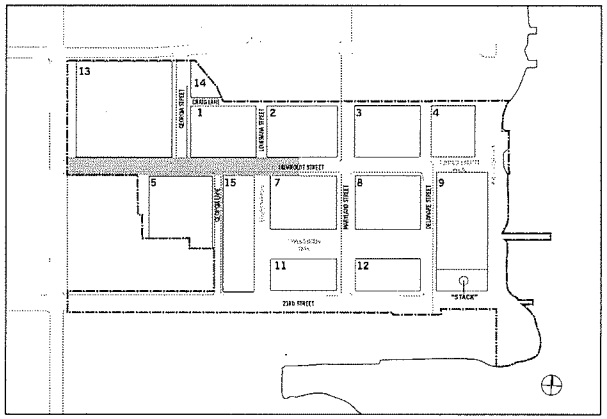
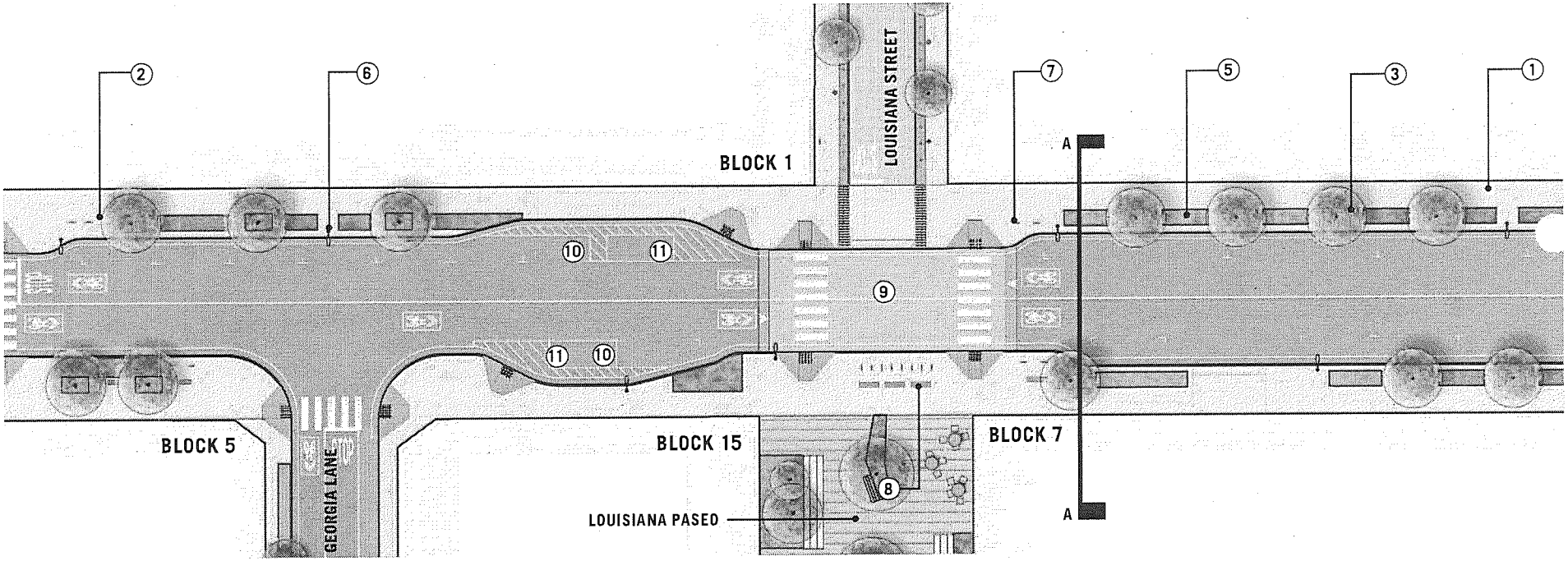
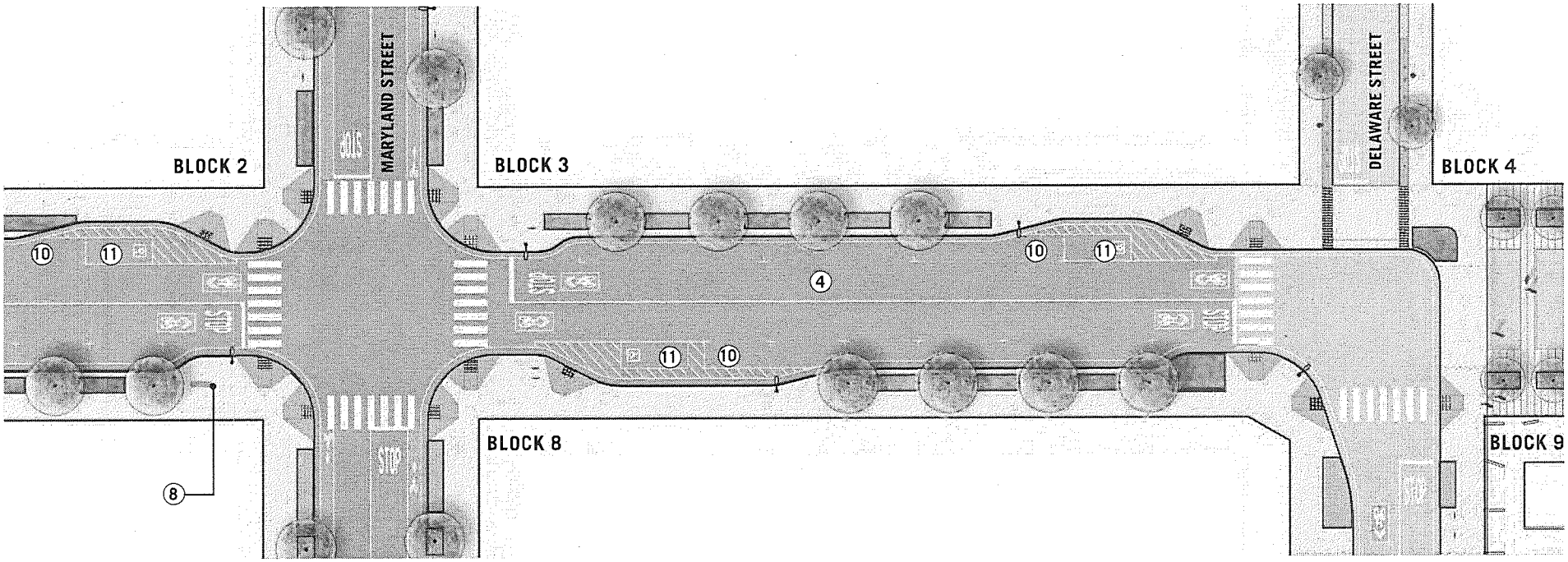


Figure 5.18.1 Humboldt Street Concept Plan (continued)





1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

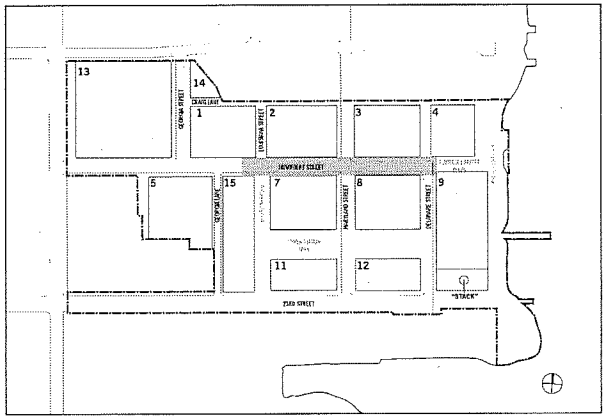
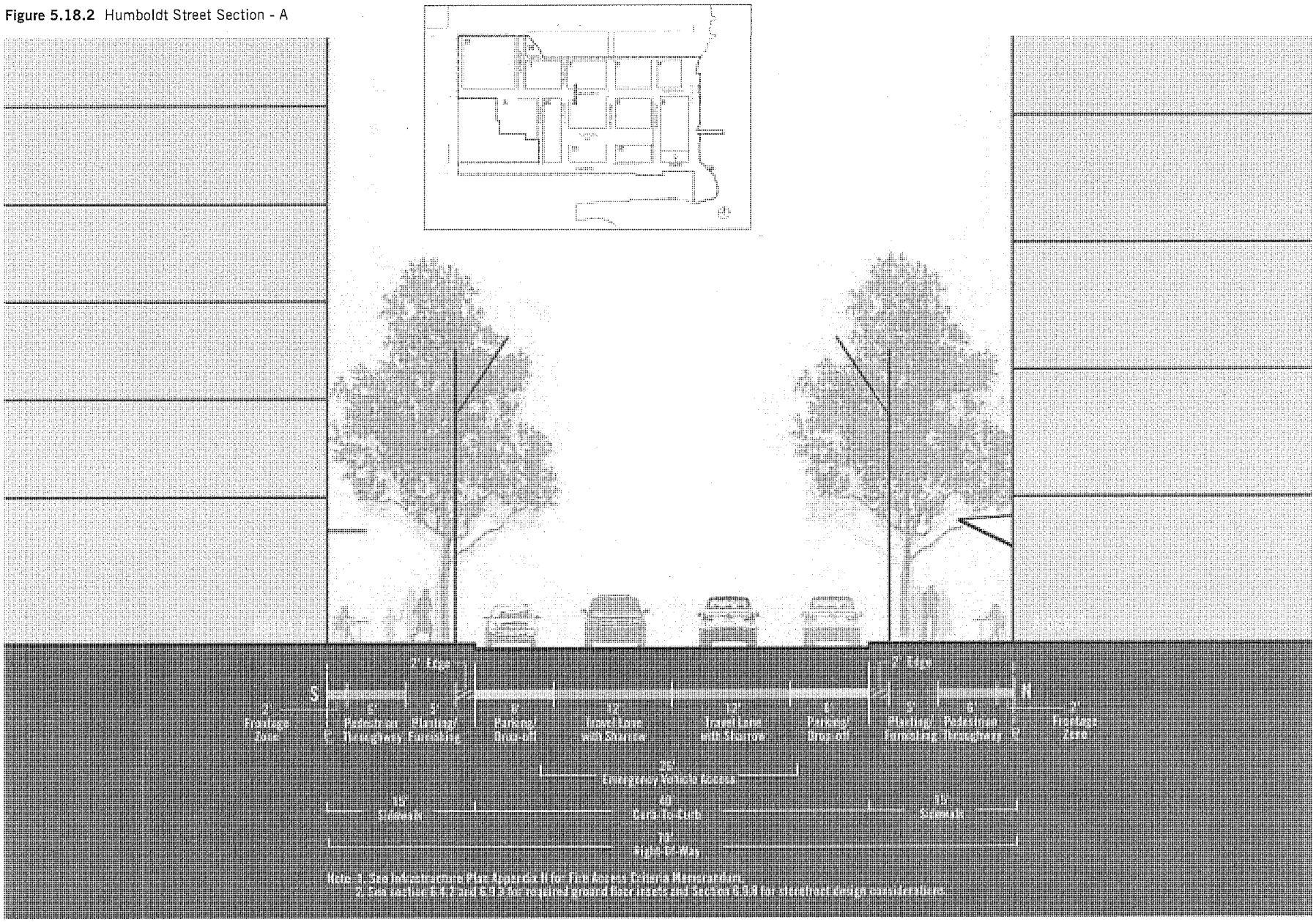


Figure 5.18.2 Humboldt Street Section - A



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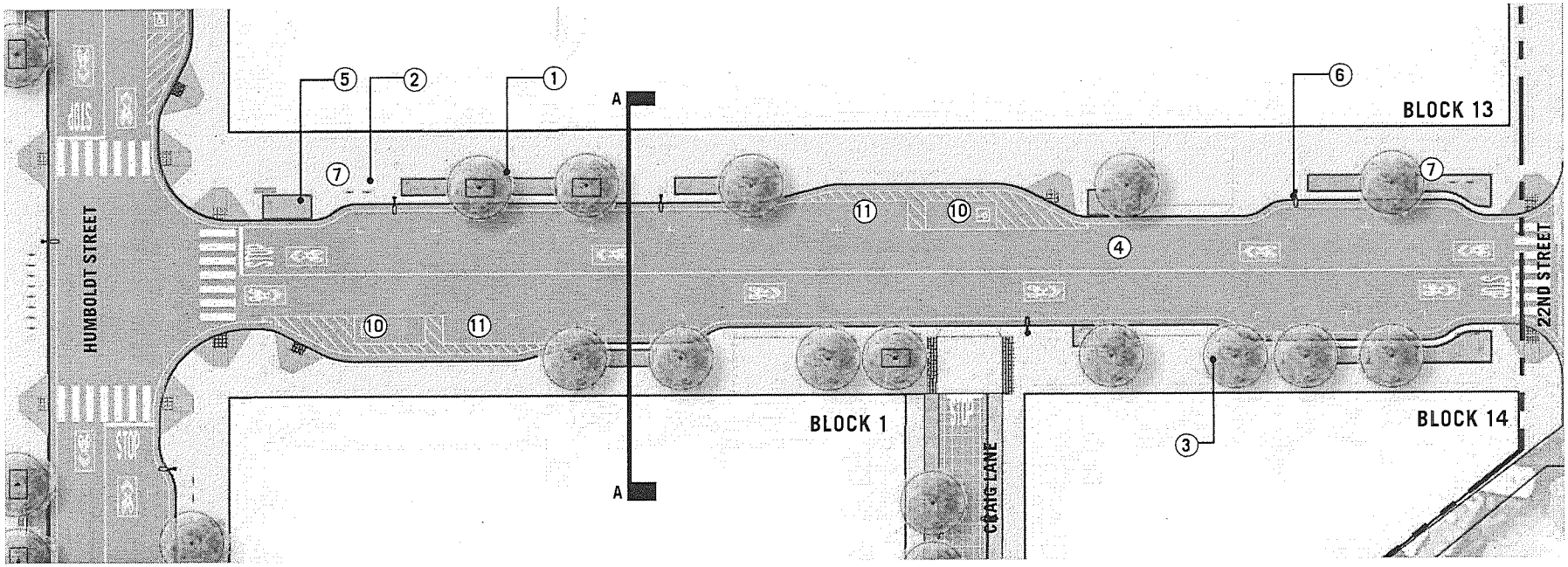
5.19 Georgia Street

Figure 5.19.1 Georgia Street Concept Plan



STANDARDS

5.19.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per the street section shown in Figure 5.19.2.

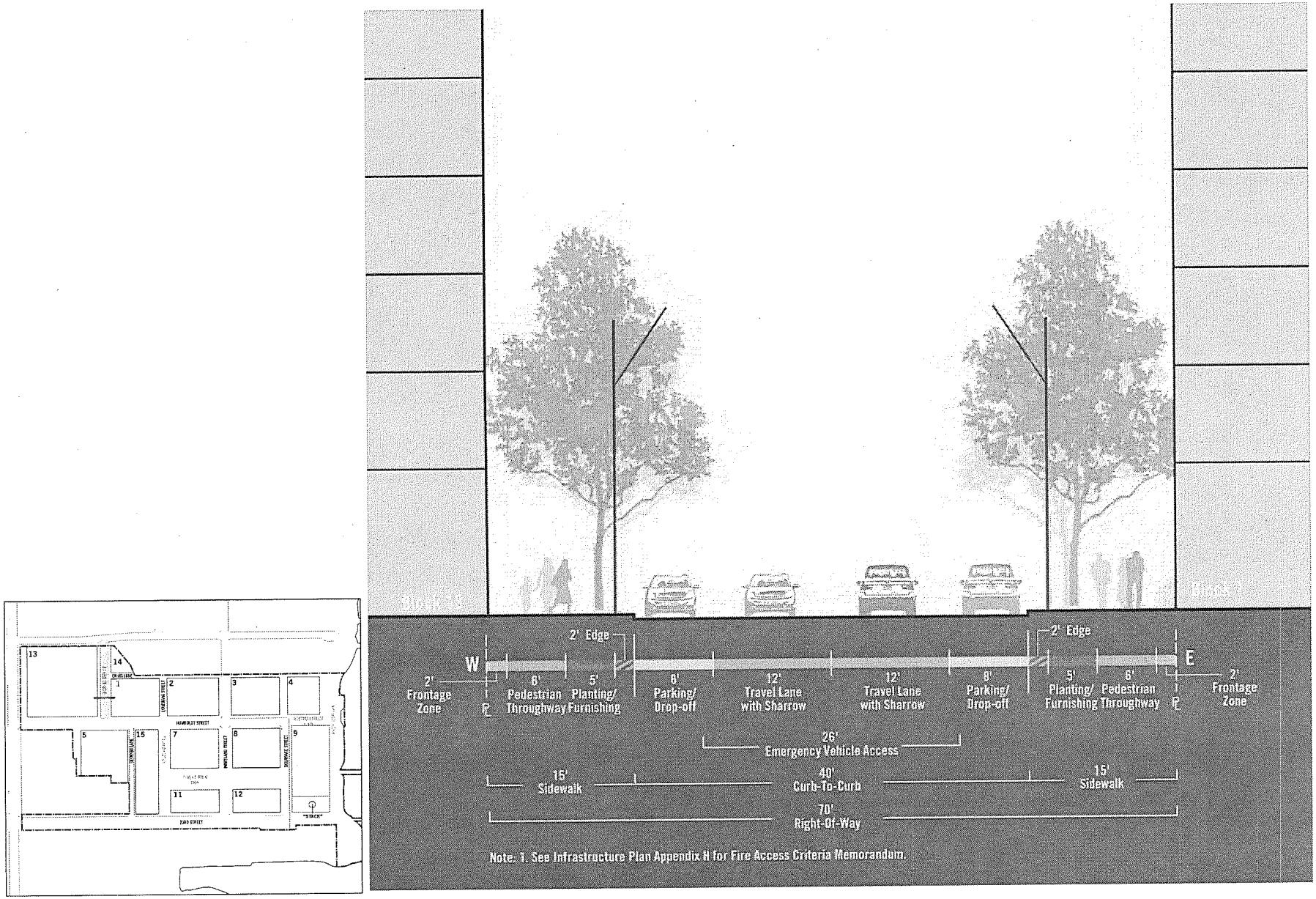
5.19.2 Tree Well Size
Tree wells shall be at least five 5 by 8 feet.

5.19.3 Tree Well Surfacing
Tree wells shall have crushed stone without stabilizer. Planting in tree wells is allowed.

5.19.4 Lighting
Refer to lighting standards per Section 7.2.

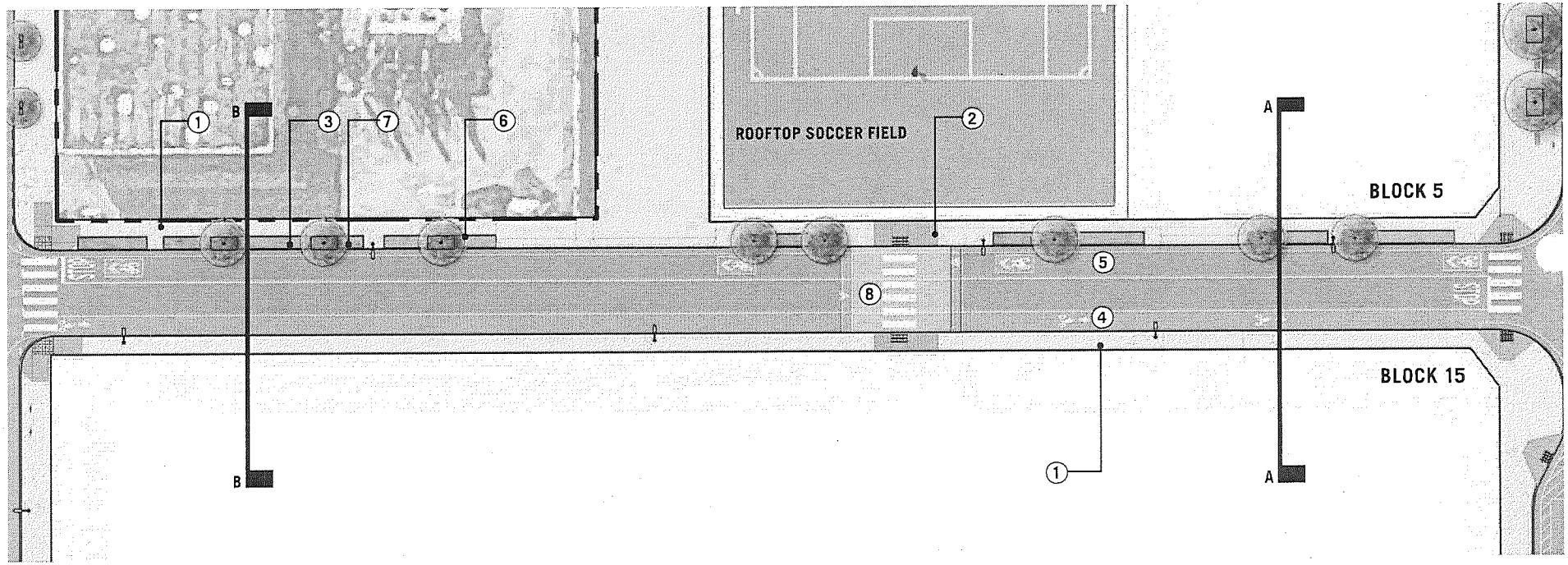
1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bicycle Rack
8. Bench
9. Raised Pedestrian Crossing
10. Universal Loading Zone
11. Accessible Parking

Figure 5.19.2 Georgia Street: Section A



5.20 Georgia Lane

Figure 5.20.1 Georgia Lane Concept Plan



STANDARDS

5.20.1 Street-Lane and Sidewalk Widths

The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.20.2 and Figure 5.20.3.

5.20.2 Tree Well Size

Tree wells shall be at least 3 feet and 6 inches by 8 feet.

5.20.3 Raised Pedestrian Crossing

At approximately the mid-block portion of Block 15, if public access is provided through the building, a 2-inch-raised concrete pedestrian crossing shall be included in the street design for safe crossing, if Block 5 contains Residential, Active Recreation and/ or District Parking Garage uses.

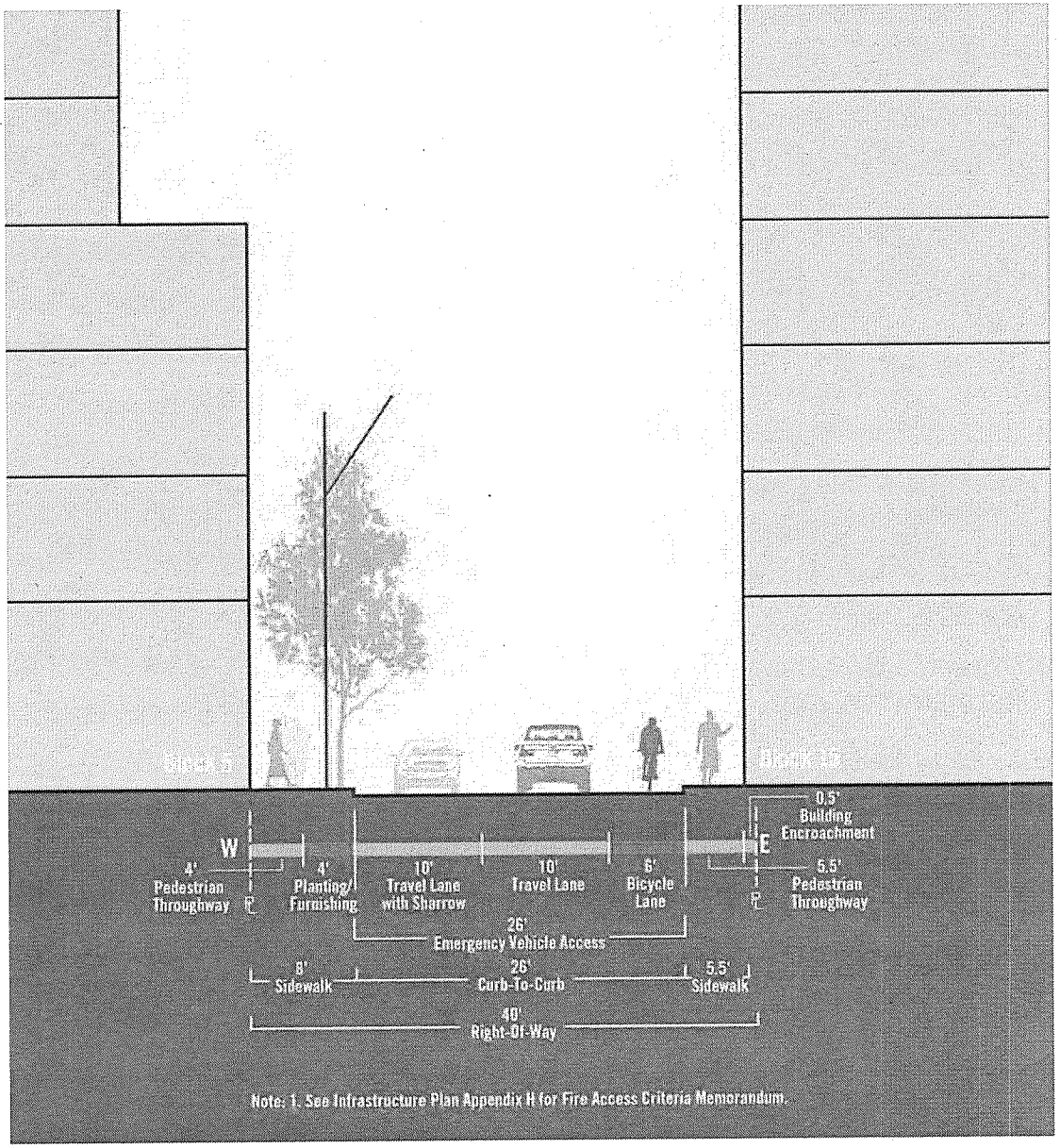
5.20.4 Lighting

Refer to lighting standards per Section 7.2.

LEGEND

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Class II Bicycle Lane
5. Shared Lane Bicycle Route
6. Stormwater Planter
7. Street Light
8. Raised Pedestrian Crossing

Figure 5.20.2 Georgia Lane: Section A (With Station A)



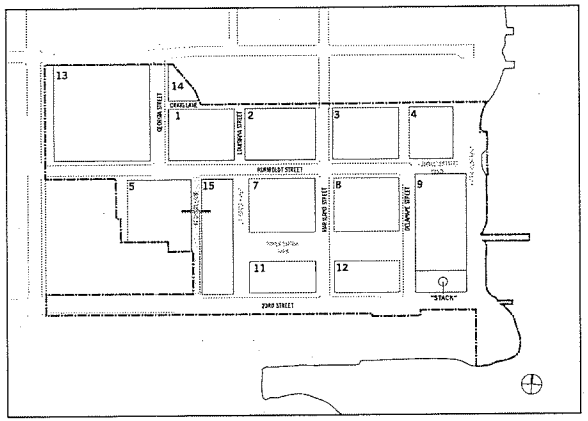
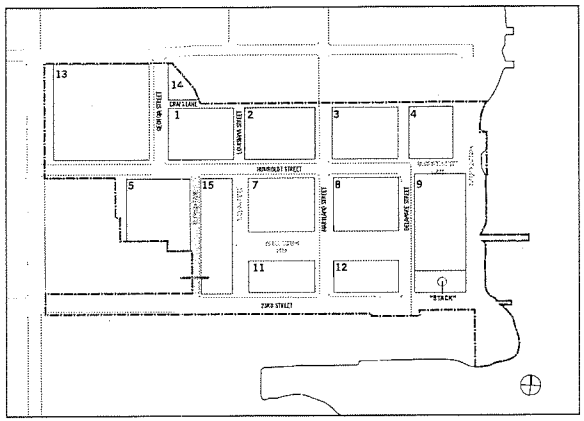


Figure 5.20.3 Georgia Lane: Section B (With Station A)



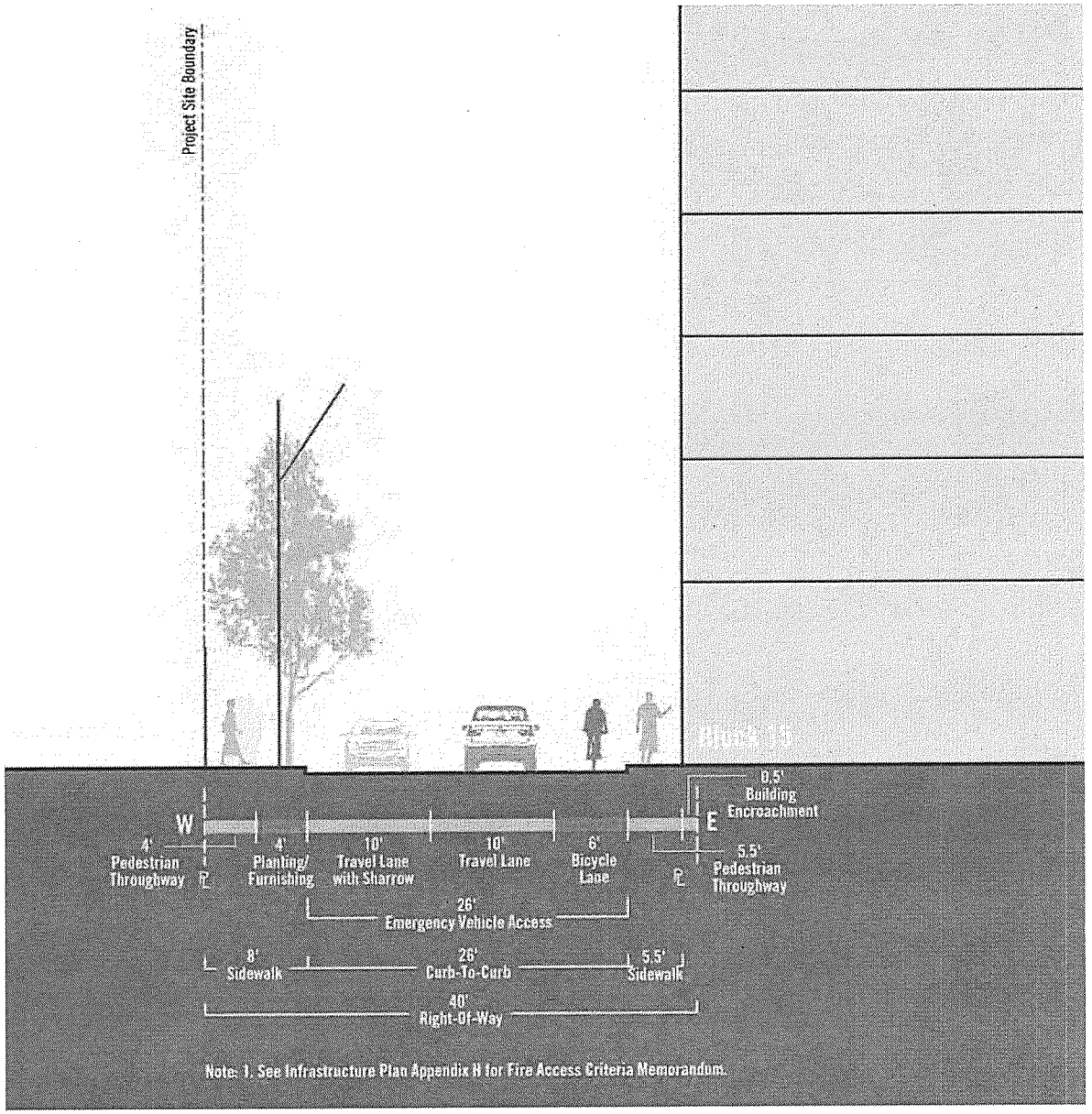
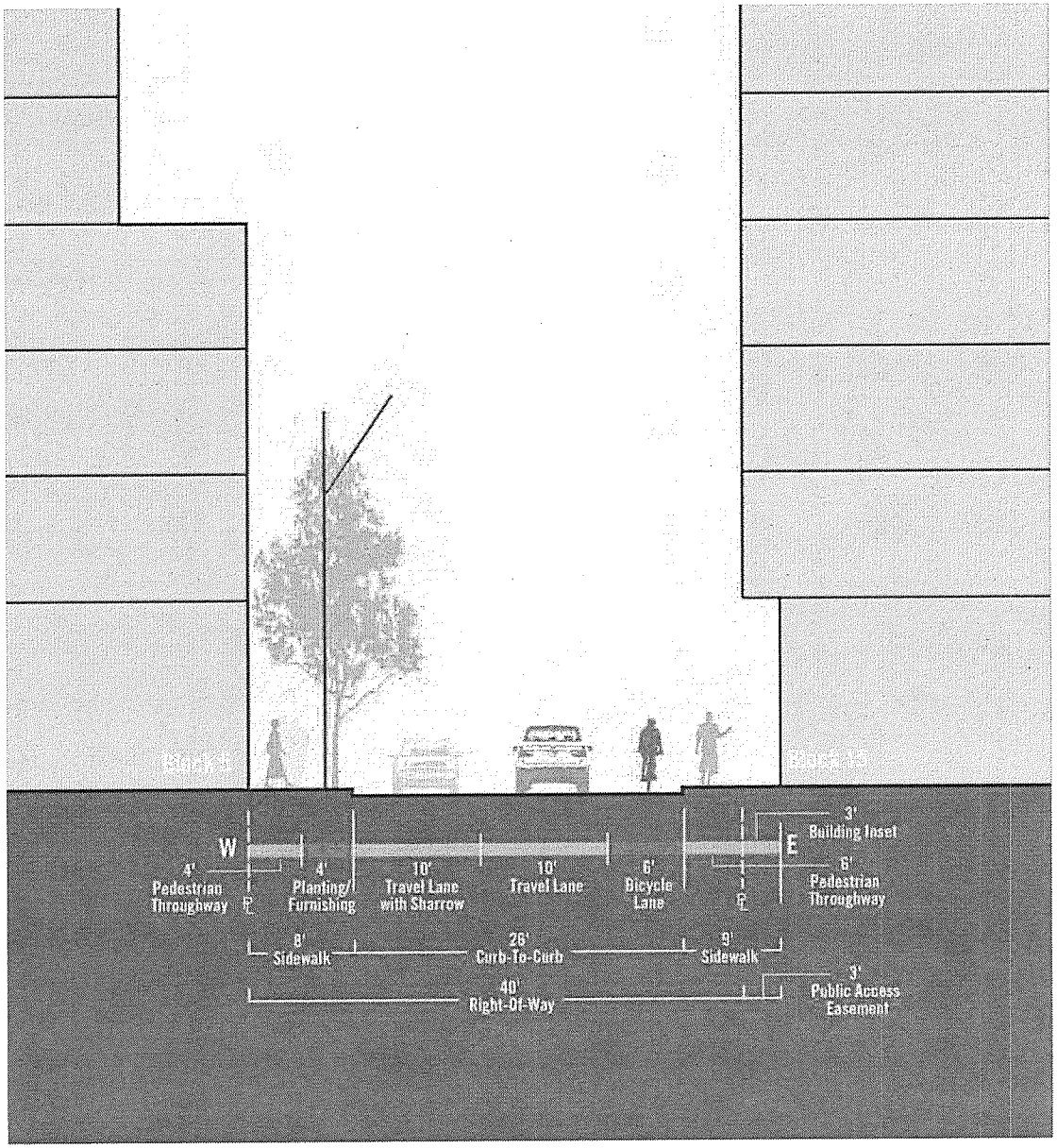


Figure 5.20.4 Georgia Lane: Section A (Without Station A)



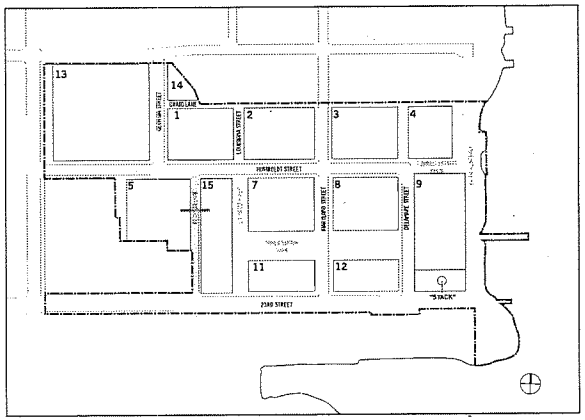
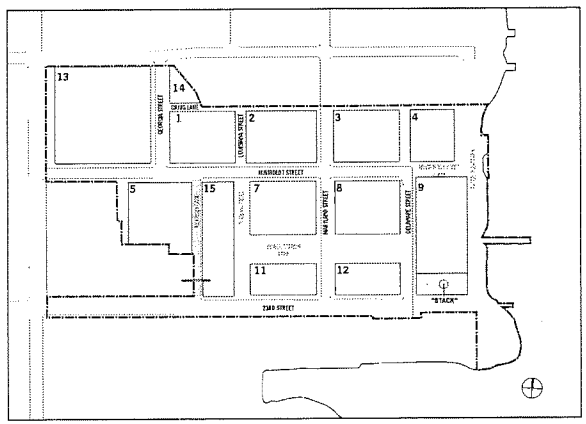
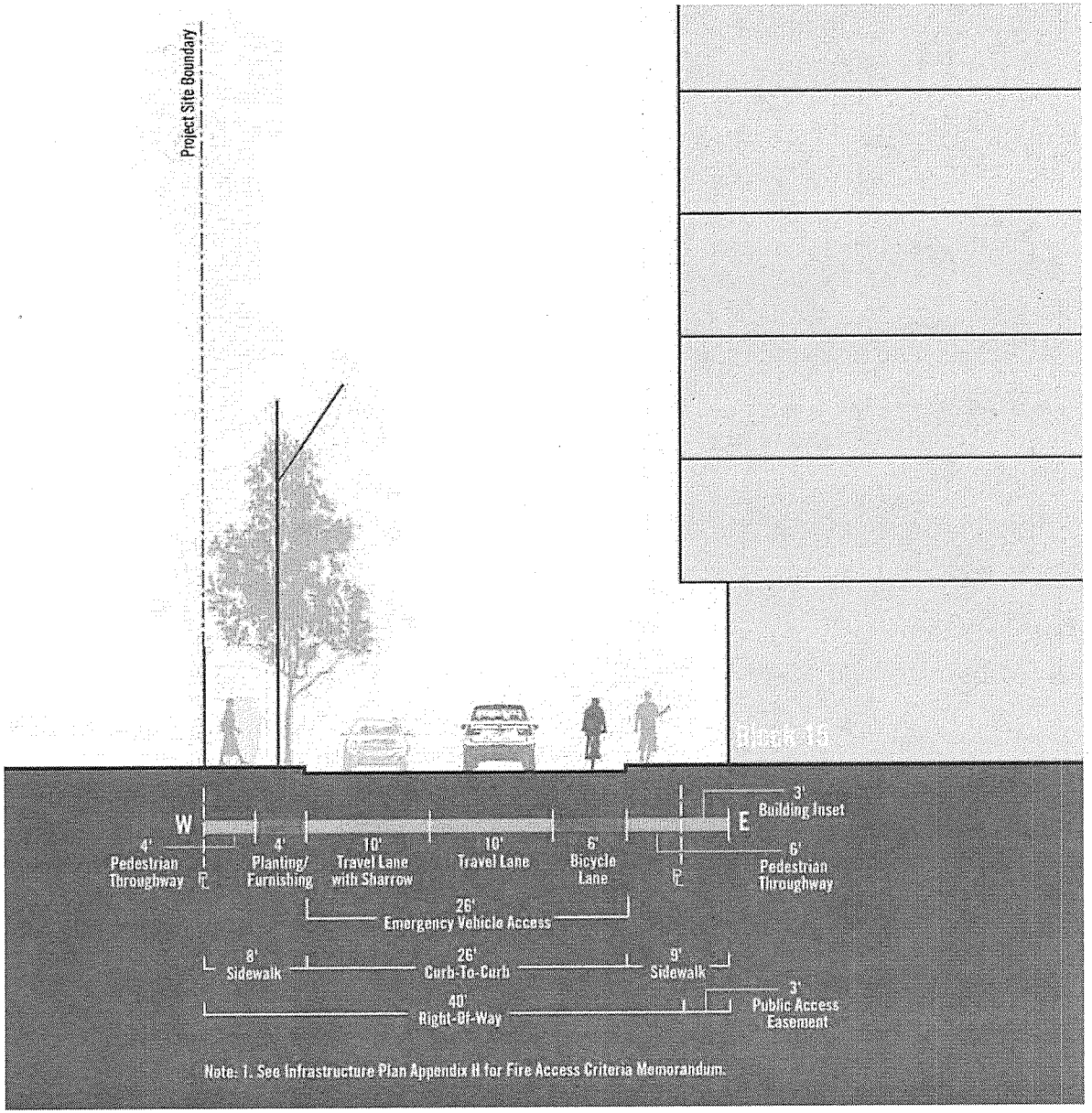


Figure 5.20.5 Georgia Lane: Section B (Without Station A)





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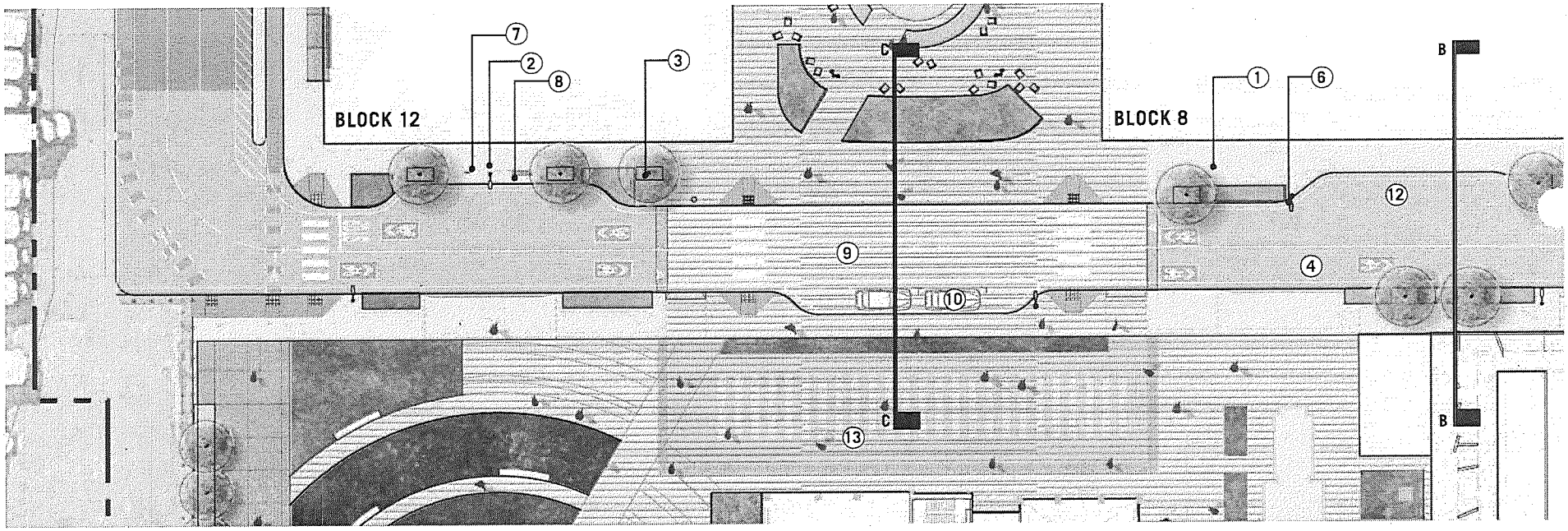
5.21 Delaware Street



STANDARDS

5.21.1 Street-Lane and Sidewalk Widths
The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.21.2, 5.21.3, and 5.21.4.

5.21.2 Roadway Materials
Delaware Street shall be paved with concrete between 23rd Street and Humboldt Street. Custom score patterns may be used to the extent that they will be accepted by SFPW.

5.21.3 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

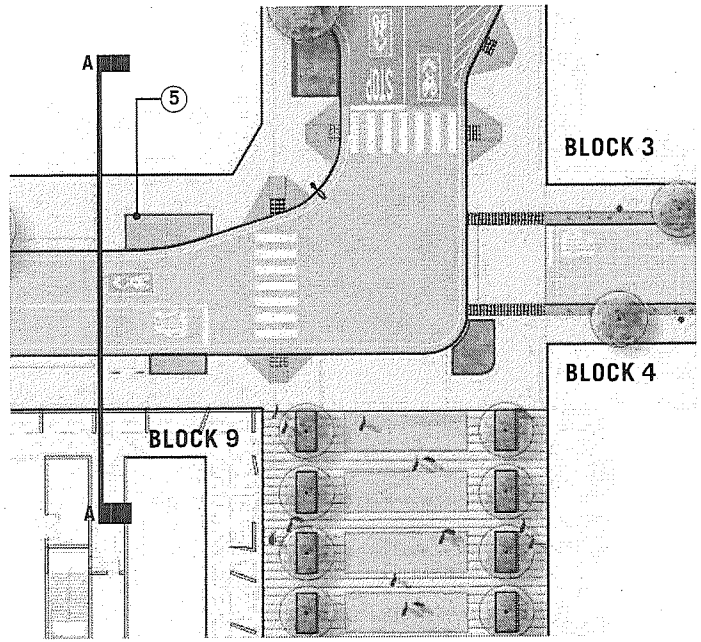
5.21.4 Tree Well Surfacing
Tree wells shall be planted. Crushed stone without stabilizer in tree wells is allowed.

5.21.5 Raised Pedestrian Crossing
Between Power Station Park and Unit 3, a 2-inch-raised concrete pedestrian crossing shall be included in the street design. The crossing shall be separated from the pedestrian sidewalk by a minimum 4-inch curb.

This standard applies to the section of Delaware Street west of the Unit 3 passenger loading and fire access area and east Power Station Park for a width of approximately 145 feet.

1. Pedestrian Throughway
2. Furnishing Zone
3. Tree Well
4. Shared Lane Bicycle Route
5. Stormwater Planter
6. Street Light
7. Bike Rack
8. Bench
9. Raised Pedestrian Crossing
10. Passenger Loading Zone
11. Accessible Parking
12. Shuttle Stop
13. Unit 3 Fire Access and Passenger Loading

Figure 5.21.1 Delaware Street Concept Plan



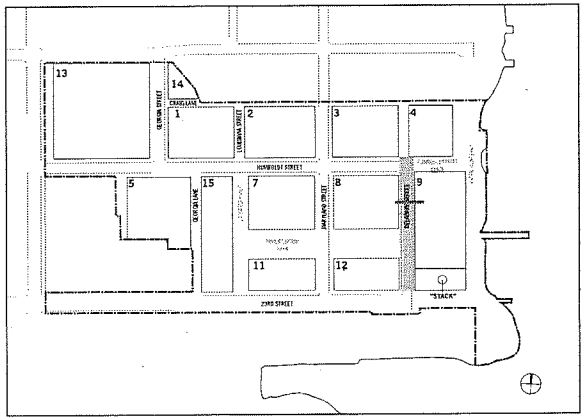


Figure 5.21.2 Delaware Street: Section A

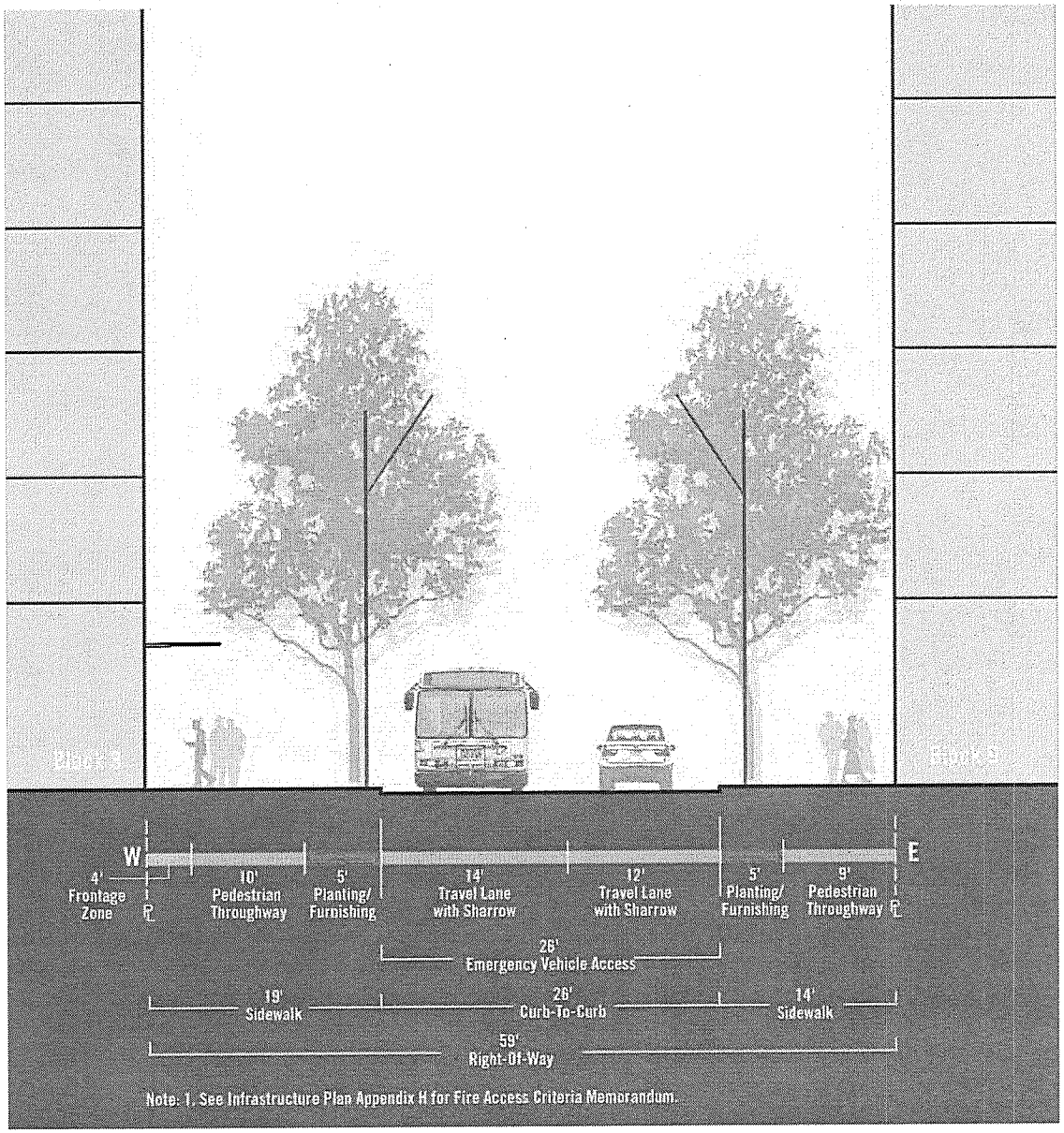
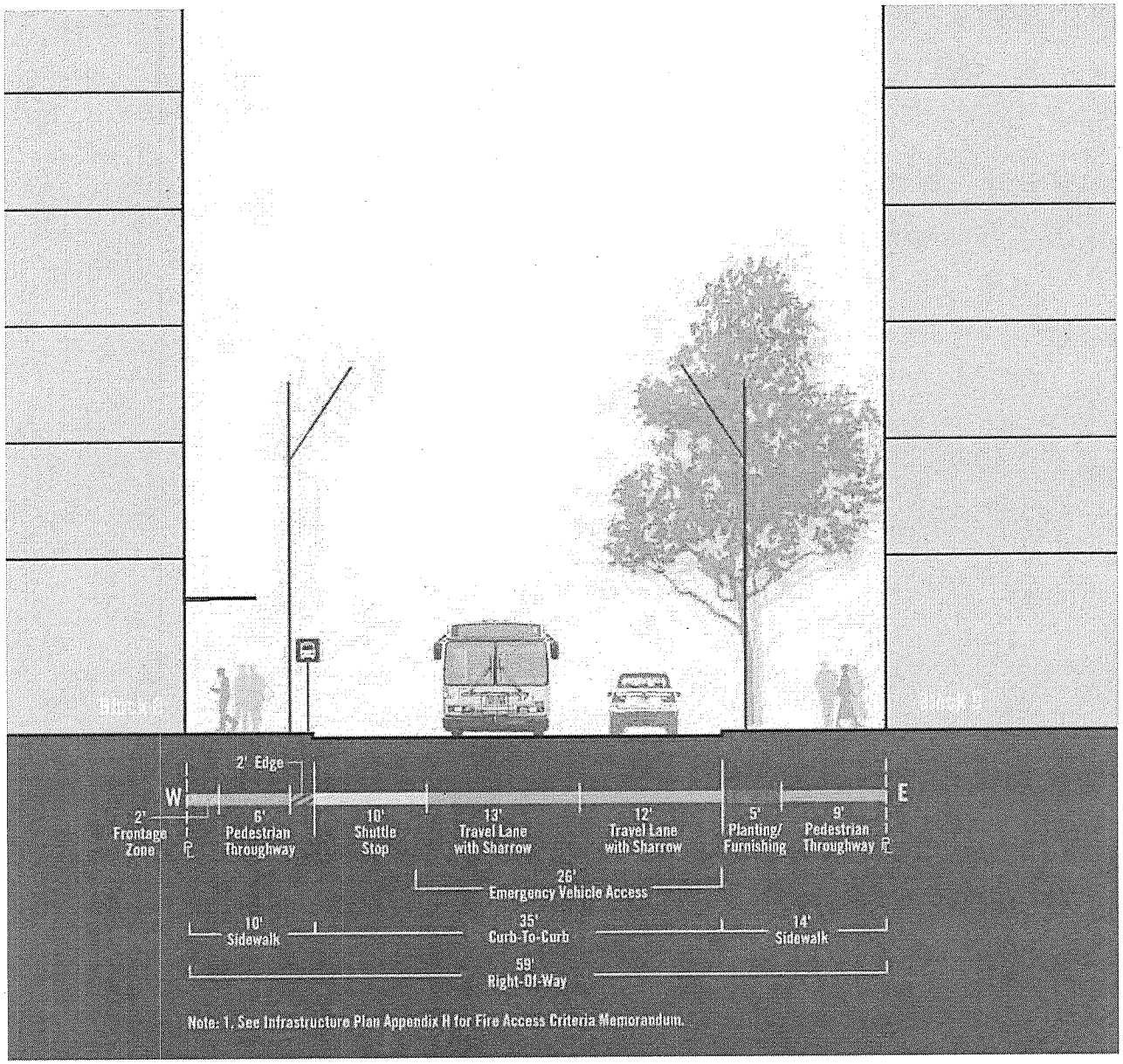


Figure 5.21.3 Delaware Street: Section B



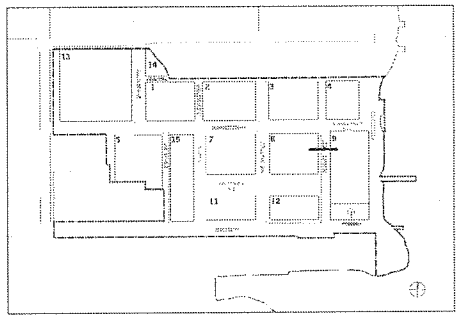


Figure 5.21.4 Delaware Street: Section C

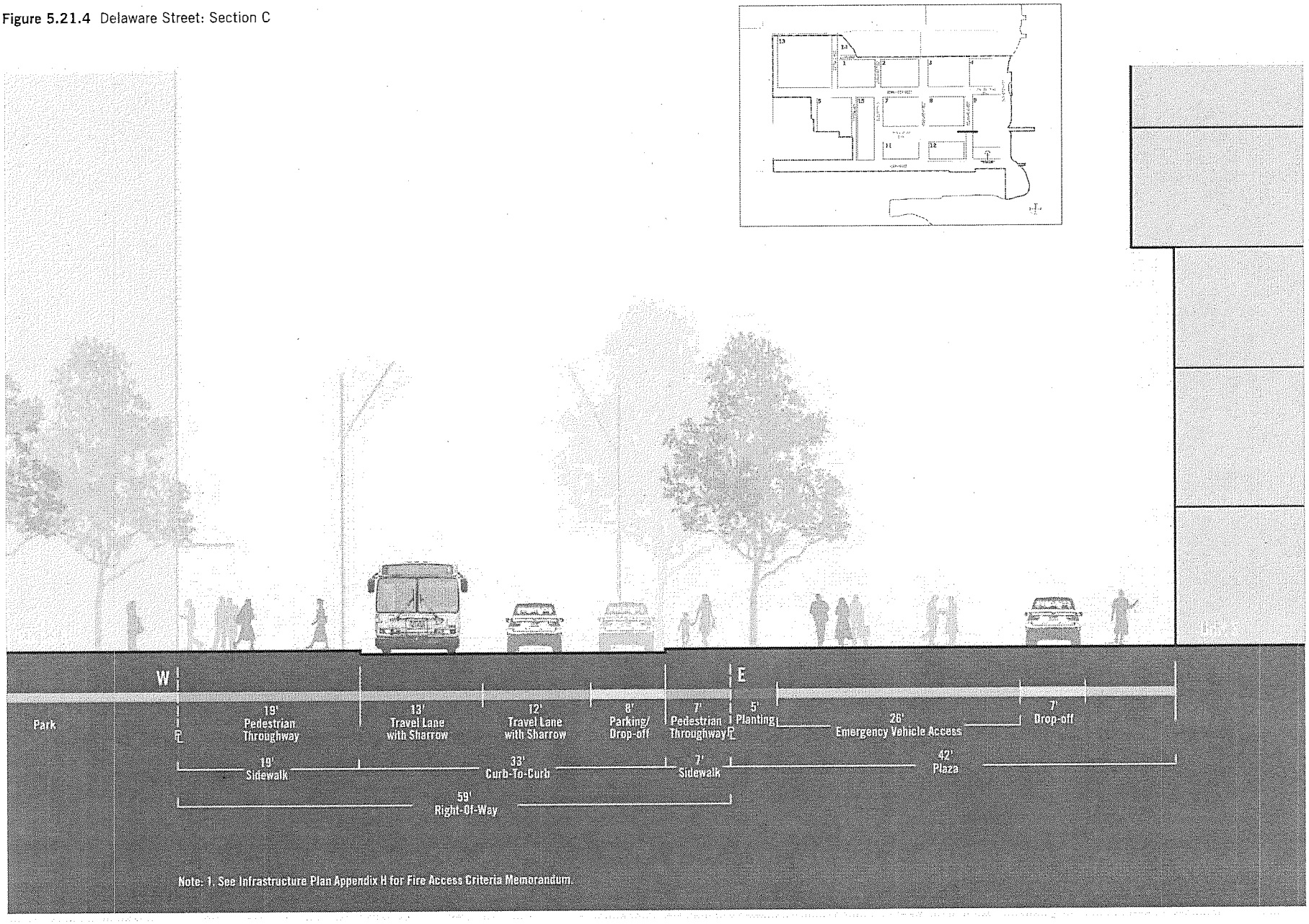
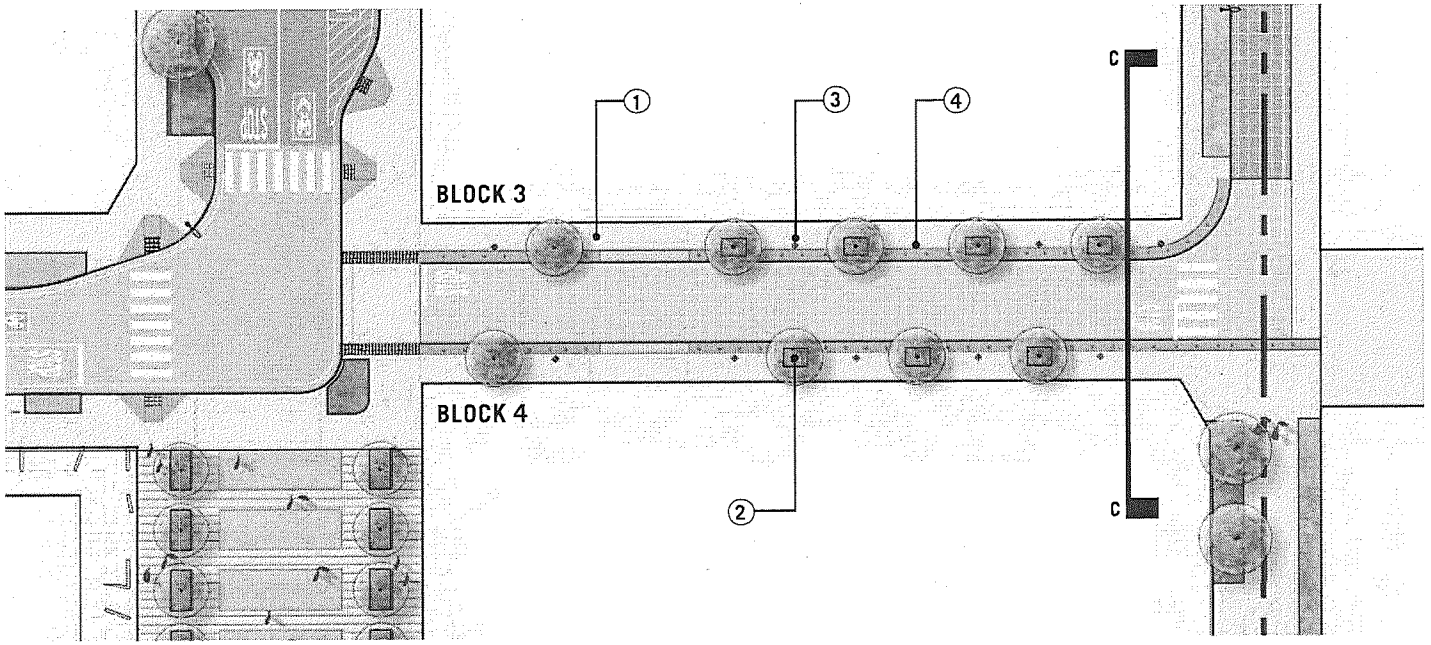


Figure 5.21.5 Delaware Street Concept Plan (continued)



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Bollard
4. Street Light

STANDARDS

5.21.6 Vehicular/Shared Travel Lane and Pedestrian-Only Throughway Space Widths
The widths of street lanes and sidewalks shall be per street section shown in Figure 5.21.6.

5.21.7 Shared Lane/Vehicular Zone Materials
Shared lanes shall be paved with enhanced cast in place concrete, unit pavers, or permeable unit pavers.

5.21.8 Detectable Warning Pavers
A three-foot-wide strip of detectable warning pavers shall separate the Pedestrian Throughway from the shared lanes. Detectable warning pavers shall be alternate colors/materials as shown in Figure 5.15.2.

5.21.9 Bollards
Bollards shall be placed at minimum 5 feet on-center along the center of the detectable warning paver strip if a curb is not provided instead.

5.21.10 Tree Well Size
Tree wells shall be at least 4 feet by 6 feet minimum.

5.21.11 Tree Well Surfacing
Tree wells shall have tree grates that comply with pedestrian accessibility standards.

5.21.12 Lighting
Lighting design shall feature pedestrian pole lights or lighted bollards, as appropriate. Refer to lighting standards per Section 7.2.

GUIDELINES

5.21.13 Stormwater Treatment
If surface stormwater treatment planters are not feasible, a structural cell system for tree planting and/or permeable concrete unit pavers may be used to treat stormwater runoff.

5.21.14 Pier 70 Connection
To ensure a safe transition, the Power Station project shall coordinate design of Delaware Street with the Pier 70 project.

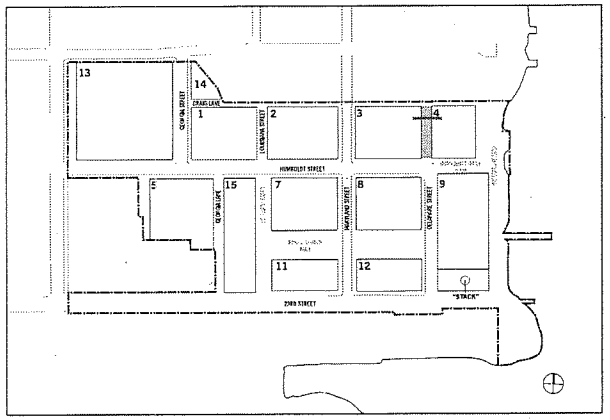
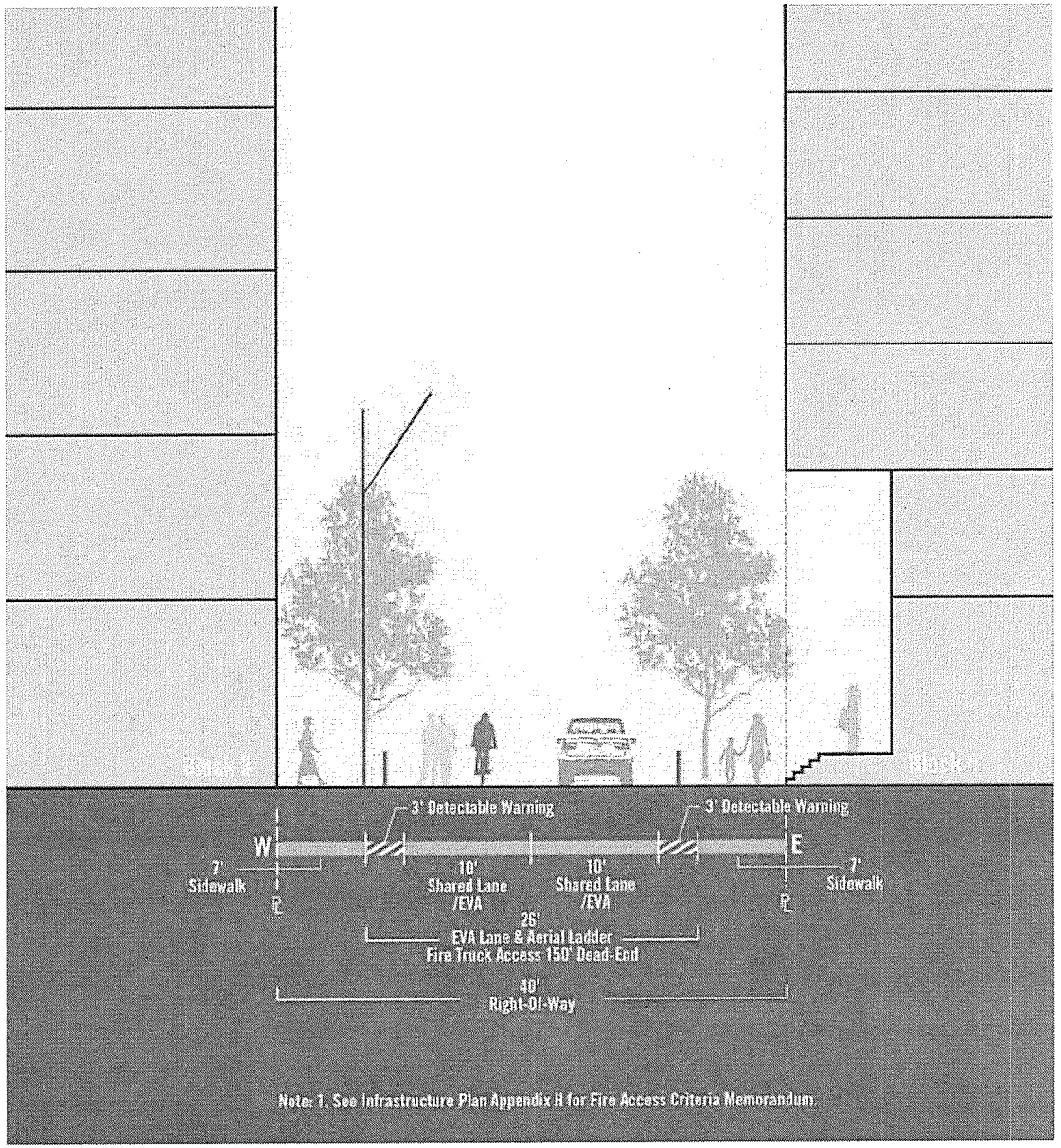


Figure 5.21.6 Delaware Alley: Section C

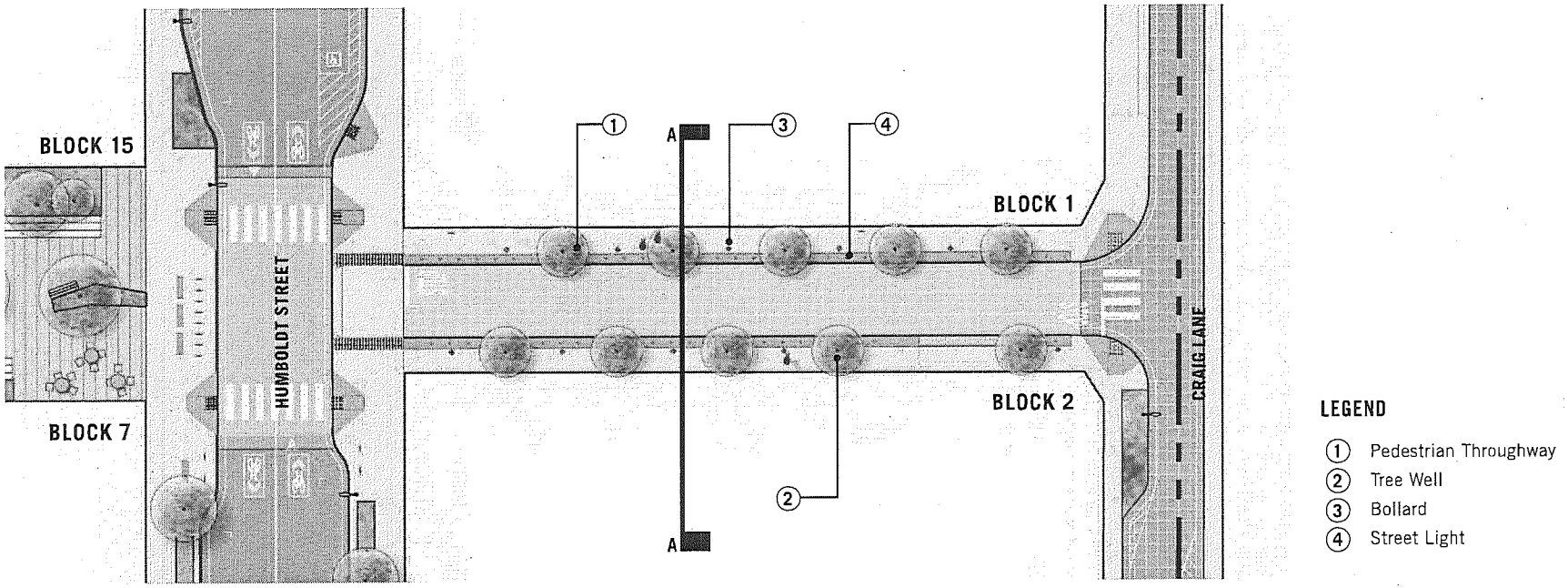


CONSIDERATIONS

5.21.15 Thermal Energy Plant Piping Connection
If the Project Sponsor determines that such a system would be feasible, the project may elect to construct shared thermal energy plants. 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. If feasible, utilities related to this system including an insulated pipe connection shall be provided under the private portion of Delaware Street, between Blocks 3 and 4.

5.22 Louisiana Street

Figure 5.22.1 Louisiana Street Concept Plan



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Bollard
4. Street Light

STANDARDS

5.22.1 Vehicular/Shared Travel Lane and Pedestrian-Only Throughway Space Widths
The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.22.2.

5.22.2 Pedestrian Throughway Materials
The Pedestrian Throughway, shall be an accessible path of travel that is unobstructed and ADA-compliant. Paving material shall be enhanced cast in place concrete and/or unit pavers.

5.22.3 Shared Lane/Vehicular Zone Materials
Shared lanes shall be paved with enhanced cast in place concrete, unit pavers, or permeable unit pavers.

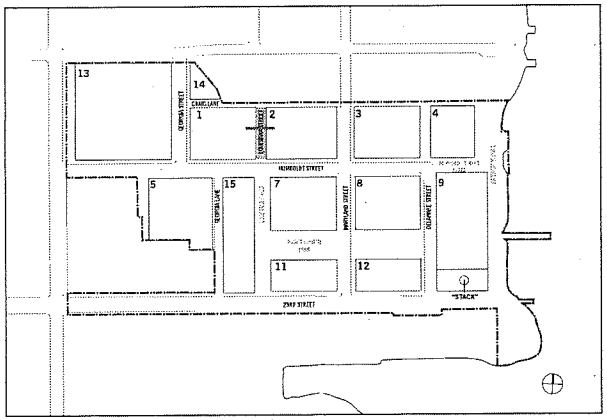
5.22.4 Detectable Warning Pavers
A three-foot wide strip of detectable warning pavers shall separate the Pedestrian Throughway from the shared lanes. Detectable warning pavers shall be alternate colors/materials as shown in Figure 5.15.2.

5.22.5 Bollards
Bollards shall be placed at minimum 5 feet on-center along the center of the detectable warning paver strip if a curb is not provided instead.

5.22.6 Tree Well Size
Tree wells shall be at least 4 feet by 6 feet.

5.22.7 Tree Well Surfacing
Tree wells shall have tree grates that comply with pedestrian accessibility standards.

5.22.8 Lighting
Lighting design shall feature pedestrian pole or lighted bollards, as appropriate. Refer to lighting standards per Section 7.2.



GUIDELINES

5.22.9 Residential Stoops

A four-foot encroachment zone is allowed, but not required along the west side of the Louisiana Street shared public way. Stoops and stairs related to residential entries are allowed, but not required in this zone.

5.22.10 Stormwater Treatment

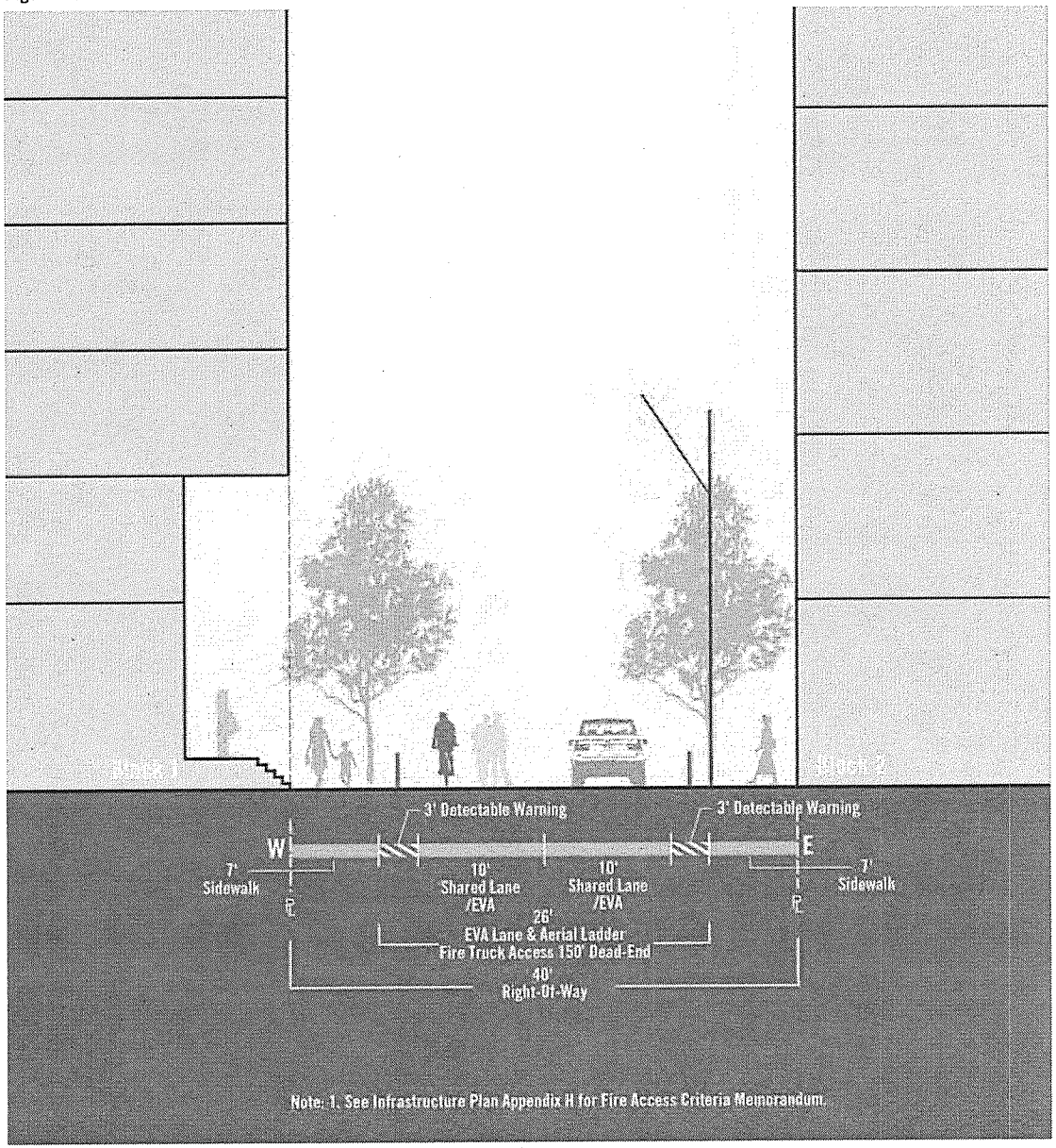
If surface stormwater treatment planters are not feasible, a structural cell system for tree planting and/or permeable concrete unit pavers may be used to treat stormwater runoff.

CONSIDERATIONS

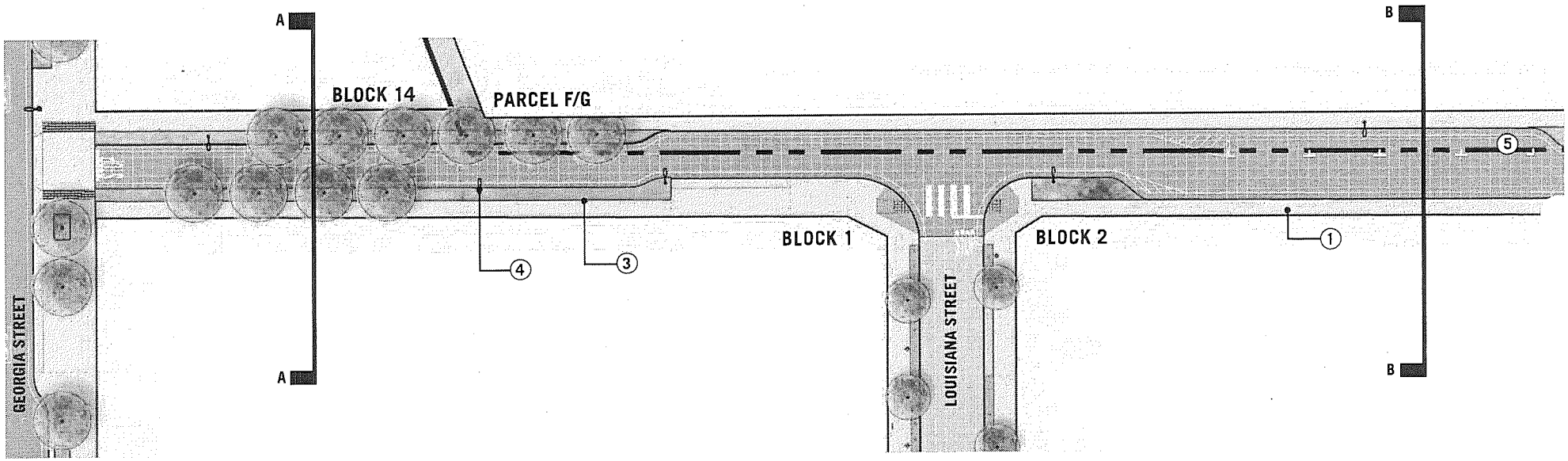
5.22.11 Thermal Energy Plant Piping Connection

The project may elect to construct shared thermal energy plants, if the Project Sponsor determines that such a 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. If feasible, utilities related to this system, including an insulated pipe connection, shall be provided under the private portion of Louisiana Street, between Blocks 1 and 2.

Figure 5.22.2 Louisiana Street: Section A



5.23 Craig Lane



STANDARDS

5.23.1 Street-Lane and Sidewalk Widths
The design of Craig Lane is tentative pending locations of building openings, curb cuts, and distribution of loading/parking to the north and south sides of the street. The widths of street lanes and sidewalks shall be per street sections shown in Figure 5.23.2-5.23.4.

5.23.2 Roadway Materials
Craig Lane shall be paved with stamped concrete, stamped asphalt, or unit paving.

5.23.3 Tree Well Size
Tree wells shall be at least 5 feet by 8 feet.

5.23.4 Tree Well Surfacing
Tree wells shall be planted with a diverse mix of ornamental grasses, small woody shrubs and herbaceous perennials. Alternate tree surfacing: non-stabilized crushed stone.

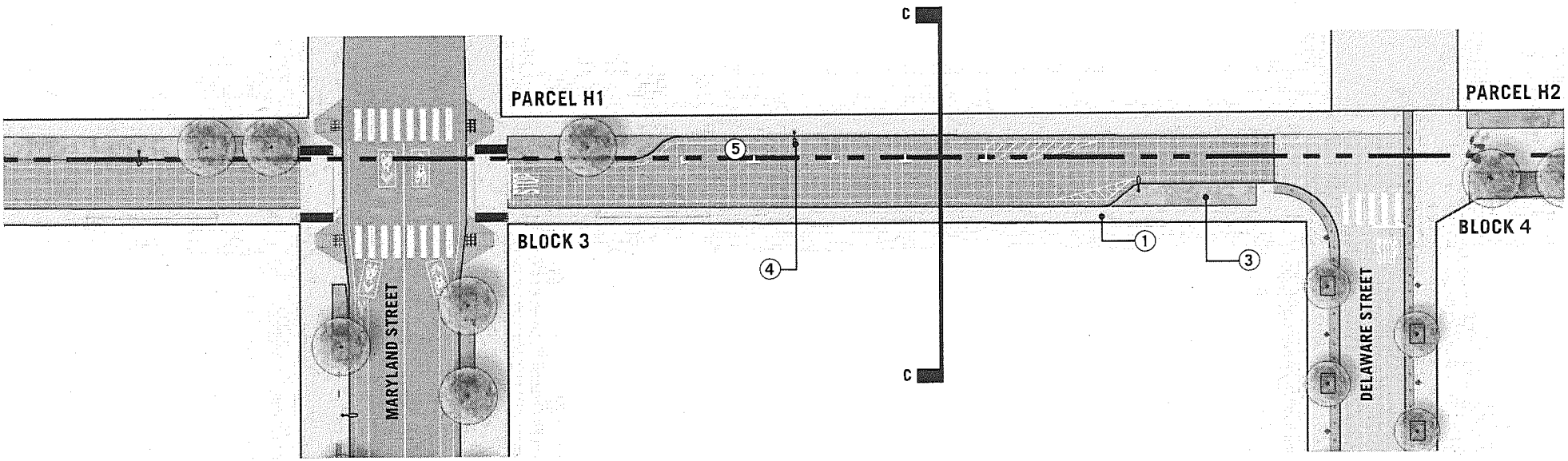
5.23.5 Pedestrian Throughway Materials
The Pedestrian Throughway, shall be an accessible path of travel that is unobstructed and ADA-compliant. Paving material shall be SF Public Works standard cast-in-place concrete.

5.23.6 Furnishing Zone Materials
Furnishing zone shall be SF Public Works standard cast-in-place concrete.

CONSIDERATION

5.23.7 Parking / Loading
Consider dedicating 50 percent of the frontrages of Pier 70 parcels F/G and H1 to parking/loading zone.

Figure 5.23.1 Craig Lane Concept Plan



LEGEND

1. Pedestrian Throughway
2. Tree Well
3. Stormwater Planter
4. Street Light
5. Commercial Loading Zone

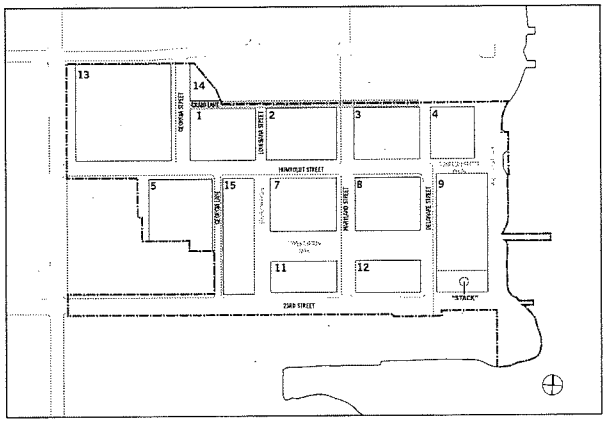
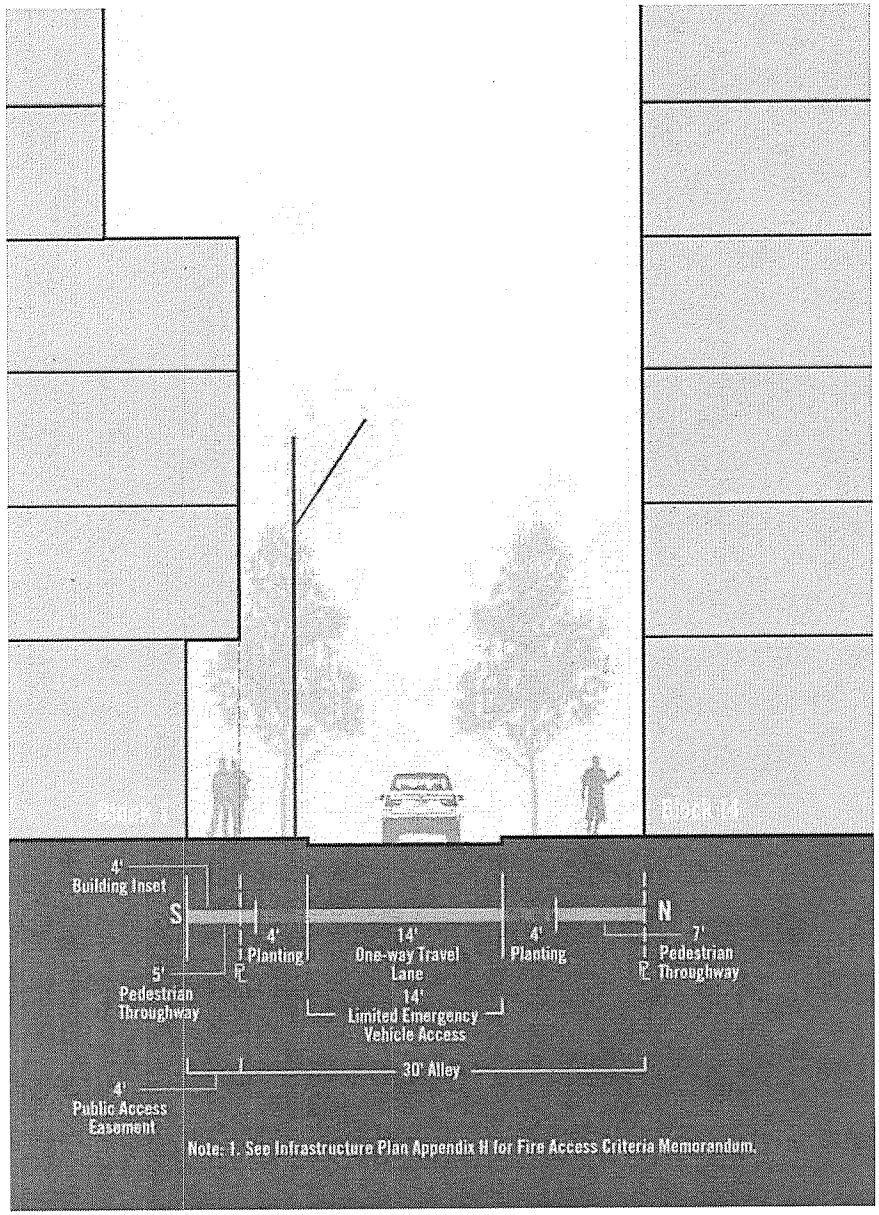


Figure 5.23.2 Craig Lane: Section A



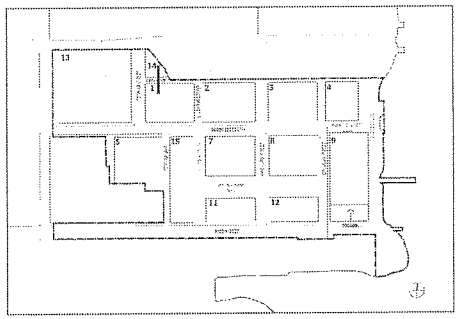
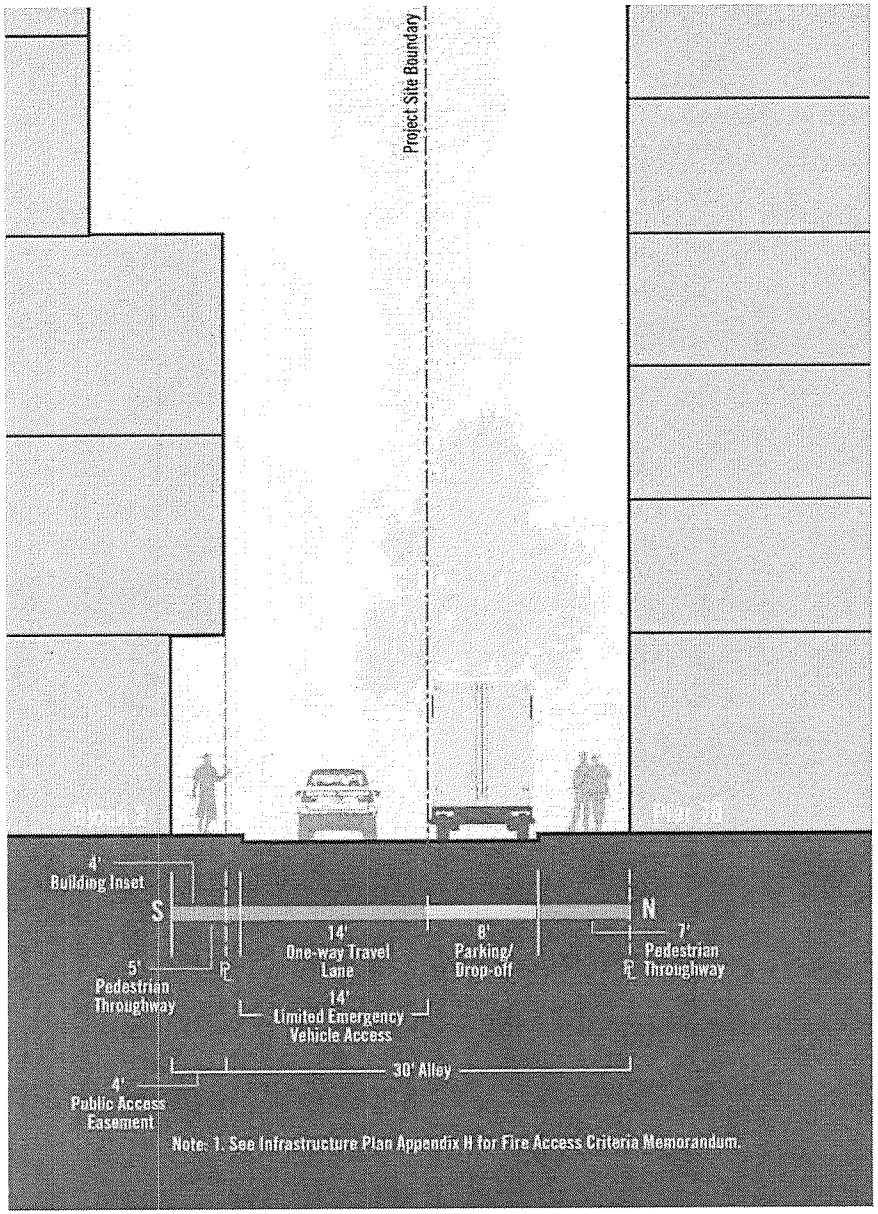


Figure 5.23.3 Craig Lane: Section B



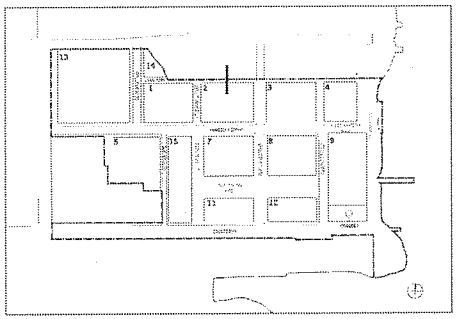
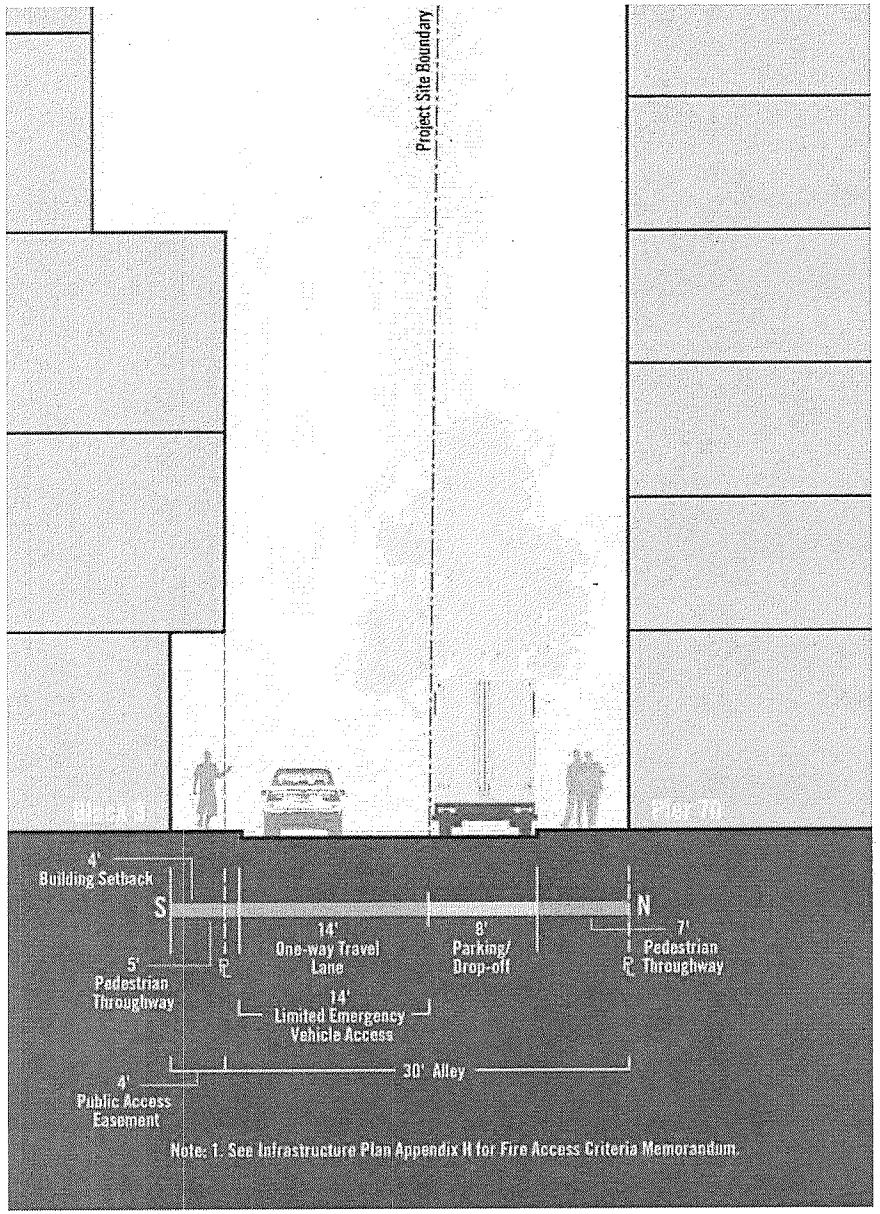
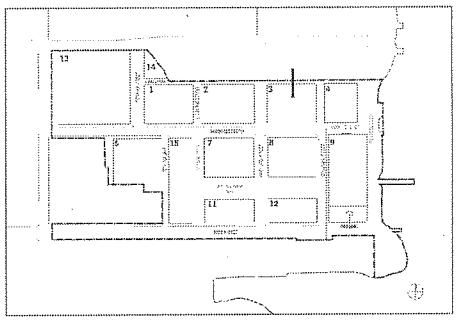


Figure 5.23.4 Craig Lane: Section C





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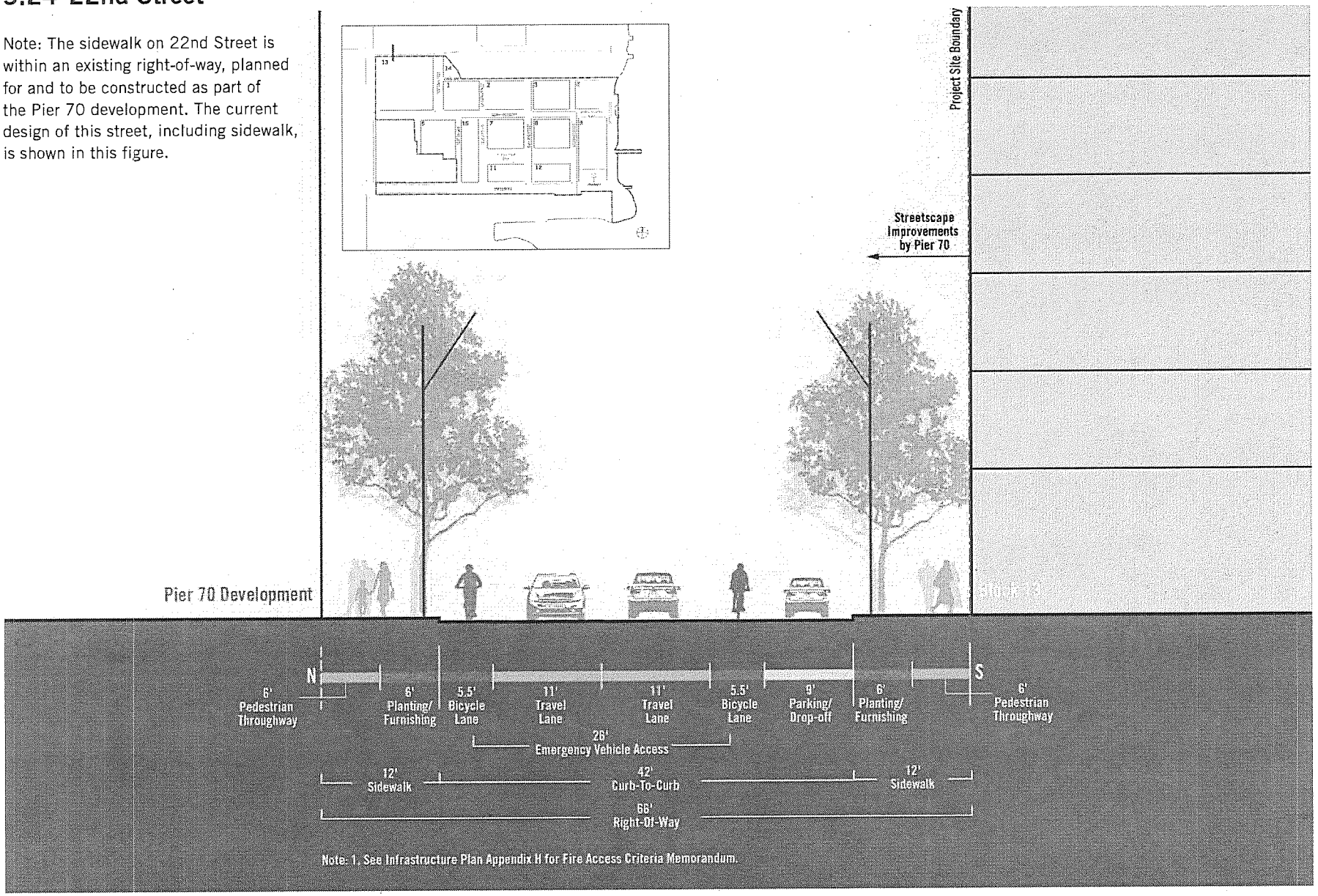
5.24 22nd Street

Note: The sidewalk on 22nd Street is within an existing right-of-way, planned for and to be constructed as part of the Pier 70 development. The current design of this street, including sidewalk, is shown in this figure.

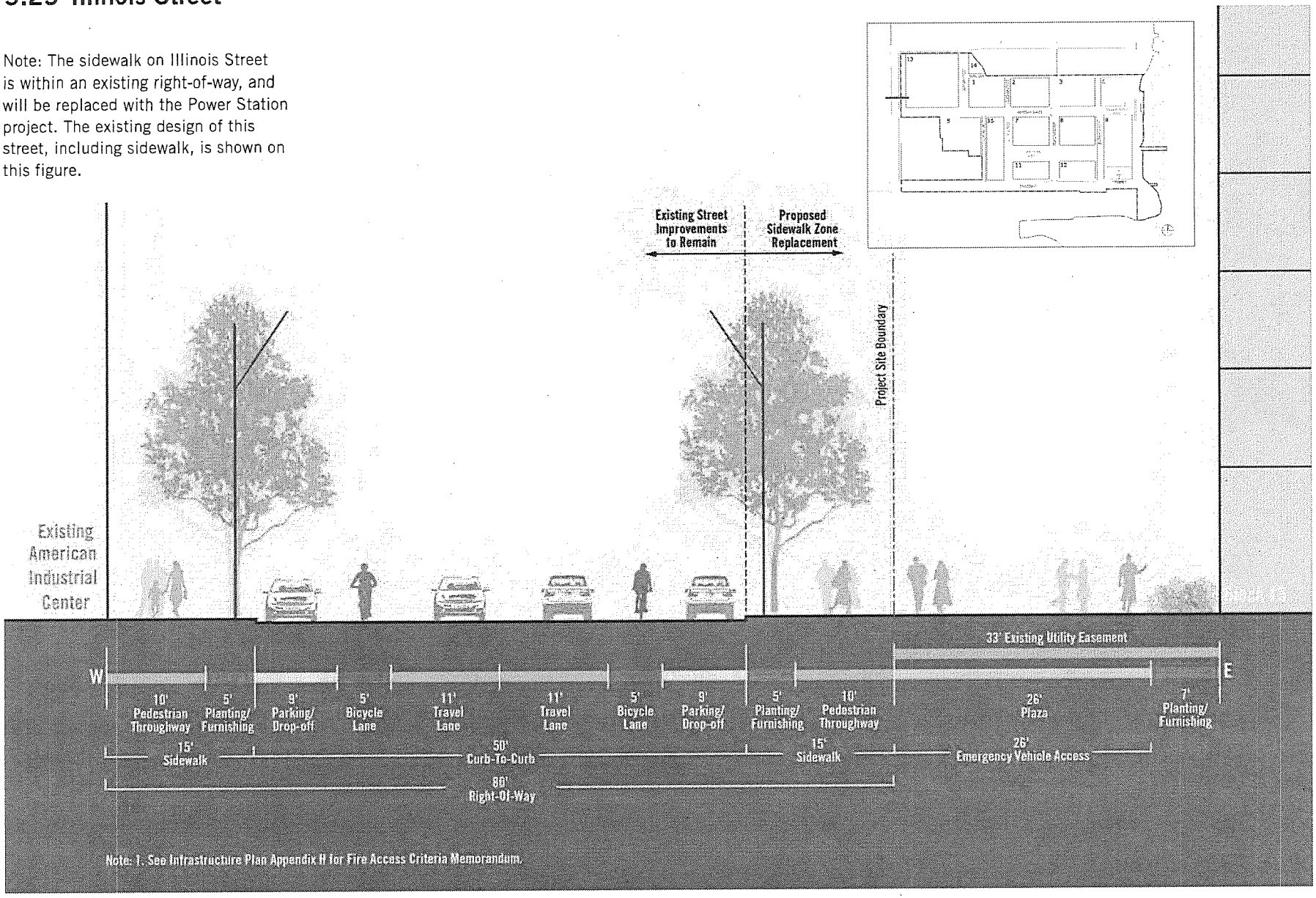
Figure 5.24.1 22nd St: Section A

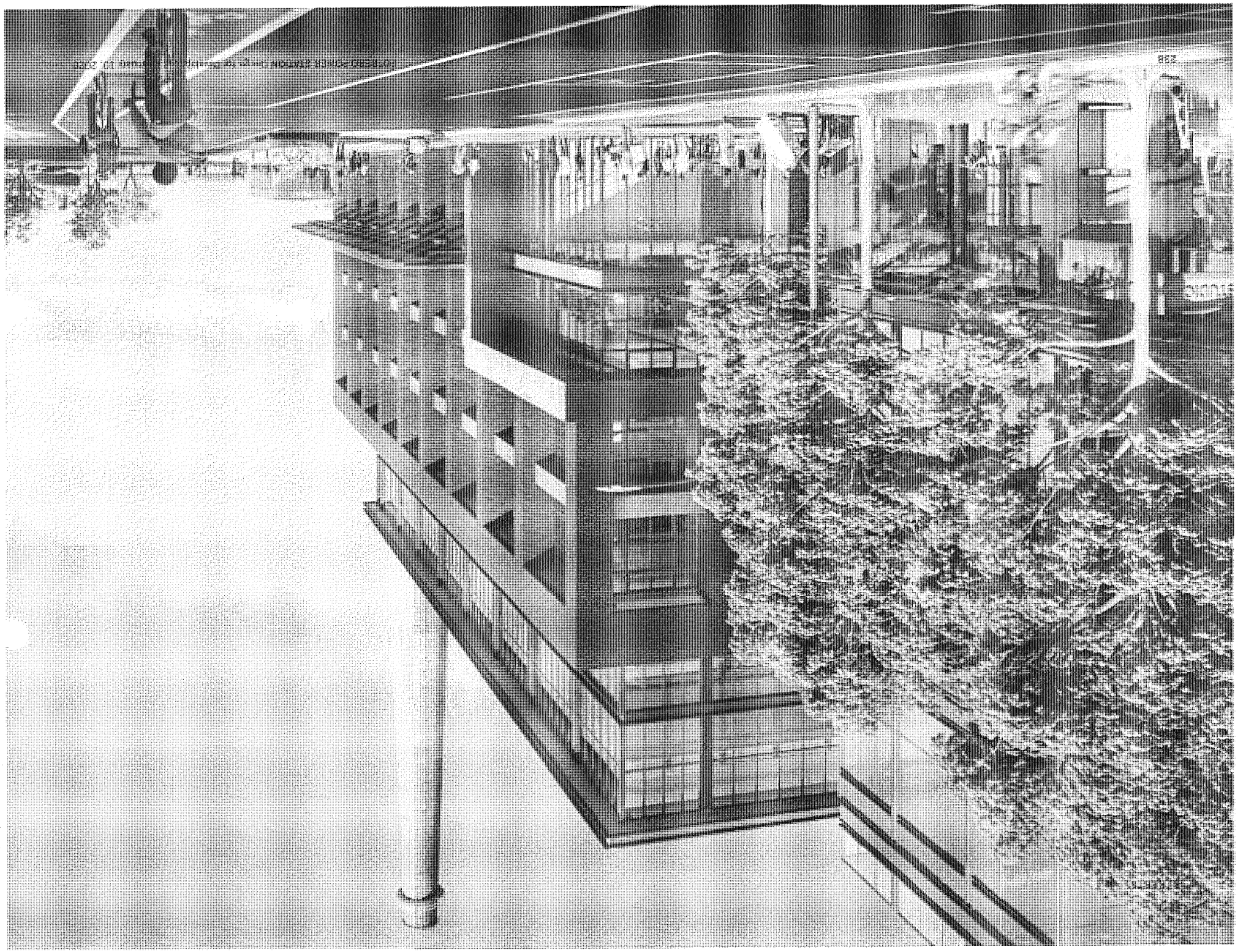


5.25 Illinois Street

Note: The sidewalk on Illinois Street is within an existing right-of-way, and will be replaced with the Power Station project. The existing design of this street, including sidewalk, is shown on this figure.

Figure 5.25.1 Illinois St: Section A





Section 6

BUILDINGS

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INDUSTRIAL MATERIALS AND DETAILS
GROUND FLOOR
PEDESTRIAN ORIENTED DESIGN
STOOP AND FURNITURE ZONES

Urban Form

Urban form at the Power Station project prioritizes the pedestrian experience, providing a framework for organizing a neighborhood's buildings, streets, and open space to enhance walkability.

The Power Station D4D prioritizes the pedestrian experience, not only with gracious sidewalks and ample open spaces, but also with thoughtful urban form and architecture. With respect to buildings, three main factors contribute to walkability: (1) building mass and bulk; (2) block size and scale; and (3) visual interest created by architectural modulation, articulation, and materiality. To be meaningful, these three elements must be contextual, paying mind to a building's location, use, and typology.

As with many new developments in San Francisco, at the Power Station, no residential dwelling unit density limit or maximum floor area ratio applies. Density is instead regulated by a building's exposure and open space requirements, bulk and mass, including height, required setbacks, as well as maximum plan, diagonal, and apparent face dimensions. Such controls allow for a varied urban form that steps down towards the waterfront, human-scaled streetwalls, and buildings that do not appear overwhelmingly massive.

New buildings at the Power Station generally fall into four categories:

- Lowrise buildings (Blocks 4, 12, and 14): Buildings up to 100 feet in height; or
- Midrise buildings (Blocks 2, 3, 8, 9, 11 and 13): Buildings between 101 and 145 feet in height; or
- Midrise towers (Blocks 1 and Block 15): Buildings between 146 and 180 feet in height; or
- Highrise towers (Block 5 and Block 7): Buildings between 181 feet and 240 feet in height.

All buildings are required to provide a building setback at specified heights (Section 6.4), though some exceptions may apply to Station A where the building is appropriately sculpted (Section 6.14.5). The portion of the building between sidewalk grade up to this required building setback forms the streetwall (Section 6.4.5).

Buildings taller than 145 feet (i.e., midrise towers and the highrise towers) are composed of two parts: (1) the Base and (2) the Upper Building (Section 6.2.2).

6.1 Building Form Controls

STANDARDS

6.1.1 Application of Bulk Controls

For buildings within the Potrero Power Station SUD, the building form and bulk controls contained in this Design for Development shall control.

6.1.2 Form-Based Controls

No residential dwelling unit density limit or maximum floor area ratio shall apply within the Potrero Power Station SUD. Density is instead regulated by design standards and guidelines contained in this D4D.

6.1.3 Dwelling Unit Exposure

All dwelling units shall face onto a public or private right-of-way, or onto an open area, defined as:

- A public street, publicly accessible alley, or Mid-Block Alley (public or private) at least 20 feet in width that is unobstructed and open to the sky. See Figure 6.1.1.(a).
- An outer court or terrace that is open to a public street, publicly accessible alley, Mid-Block Alley (public or private), or public open space and at least 25 feet in width. See Figure 6.1.1.(b).
- An inner court that is unobstructed (except for obstructions permitted in *Sections 136(c)(14), (15), (16), (19), and (20)* of the planning code) and is no less than 40 feet in one horizontal dimension and 25 feet in the other horizontal dimension, at the lowest two floors having dwelling units facing onto the inner court. The horizontal dimension that is at least 25 feet shall increase 5 feet at each subsequent floor. See Figure 6.1.1(c) and Figure 6.1.2.
- For below-grade units, an open space at the same grade as the unit, that is no less than 7.5 feet wide in every horizontal dimension, at least 136 square feet in area, and 60 percent open to the sky. See Figure 6.1.3. Such open spaces shall face onto a public street, publicly accessible alley, or public open space. Below-grade units shall be maximum 6 feet below the grade of the public street, publicly accessible alley, or public open space.

6.1.4 Usable Open Space

Usable Open Space is defined as an outdoor area or areas designed for outdoor living, recreation, or landscaping, including such areas on the ground and on decks, balconies, porches and roofs, which are safe, suitably surfaced and screened. Private Open Space is defined as an area or areas private to and designed for use by only one dwelling unit. Common Open Space shall mean an area or areas designed for use jointly by two or more dwelling units.

Usable Open Space requirements shall be met by providing (i) 36 square feet of Private Open Space per dwelling unit or (ii) 48 square feet of Common Open Space per dwelling unit. For Group Housing or Single Room Occupancy units, the minimum open space requirements shall be one-third the amount specified in this subsection for a dwelling unit.

In addition, to count as Usable Private Open Space, the area credited on a deck, balcony, porch, or roof must either face a street, or face or be within an open area, per Section 6.1.3.

A) Common Open Space

Courtyards, rooftop terraces, decks and/or porches, among other spaces shall count towards the provision of Common Open Space. Mid-Block Alleys may also count as Common Open Space provided that the space is well designed, contains landscaping where appropriate, and does not allow vehicular access. All such open space shall have a minimum 10 feet in every horizontal dimension and be unobstructed and open to the sky, except for obstructions permitted under Planning Code Section 136, to be counted toward the requirement of 48 square feet of Common Open Space per dwelling unit.

B) Private Open Space

Spaces including but not limited to setback areas, balconies, and/or decks shall count towards the provision of Private Open Space. Such open space shall have a minimum dimension of 6 feet in every horizontal dimension to be counted toward the requirement of 36 square feet of Private Open Space per dwelling unit.

Private Open Space shall be directly accessible from the dwelling unit it serves.

C) Rooftop Publicly Accessible Private Open Space

Where Publicly Accessible Private Open Space is provided in connection with Retail structures on the roof of majority non-residential buildings (excluding Block 9), such open space shall comply with *P*lanning Code Section 138(d)(1) and be open to the public, at minimum, during operating hours of the associated Retail space.

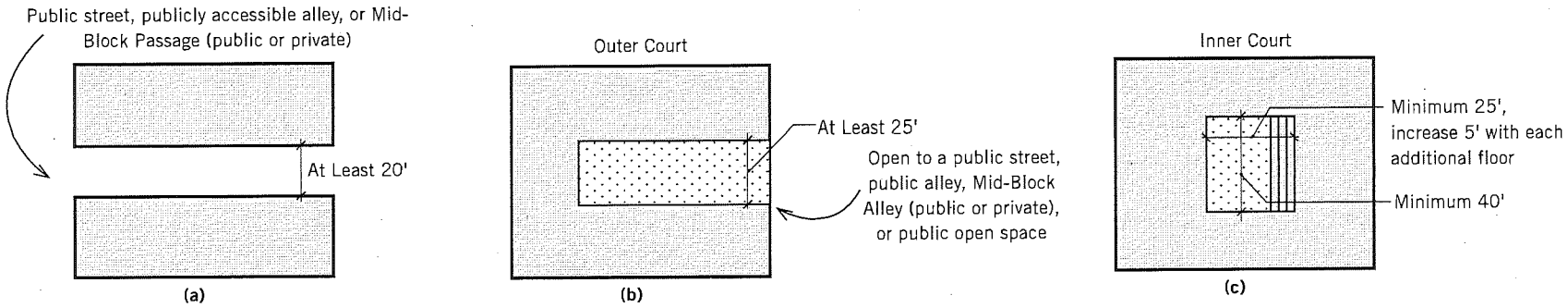


Figure 6.1.1 Dwelling Unit Exposure

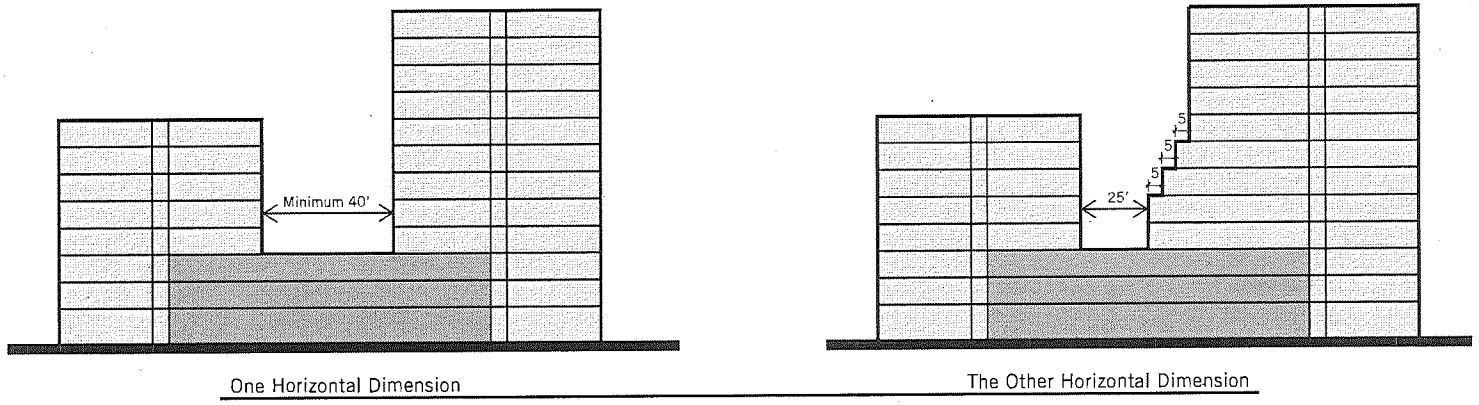


Figure 6.1.2 Minimum Width of Inner Courts

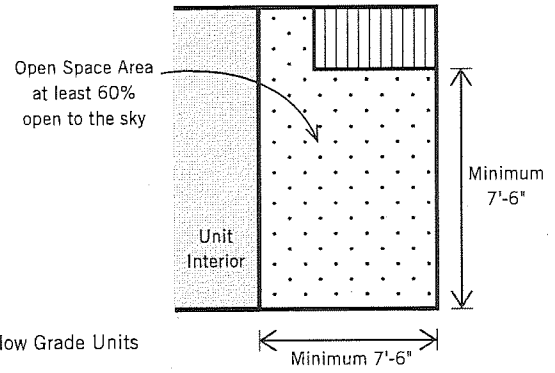


Figure 6.1.3 Dwelling Unit Exposure for Below Grade Units

6.2 Building Height

STANDARDS

6.2.1 Height of Existing Structures

The height limit for Unit 3 and the Stack have been established at their existing heights. In the event that the Stack collapses or is otherwise damaged beyond repair, the 300-foot height limit shall not be applicable to a new structure. Rather, the area of land currently improved with the Stack shall be used as open space. Should Unit 3 be demolished, the height limit for Block 9 would be 125/85 feet, per Figure 6.2.3.

6.2.2 Maximum Height

Maximum height limits establish a neighborhood fabric that is sculpted, with heights generally stepping down as one approaches the waterfront.

- Lowrise buildings (Blocks 4, 12, and 14): Buildings up to 100 feet in height; or
- Midrise buildings (Blocks 2, 3, 8, 9, 11 and 13: Buildings between 101 and 145 feet in height; or
- Midrise towers (Blocks 1 and Block 15): Buildings between 146 and 180 feet in height; or
- Highrise towers (Block 5 and Block 7): Buildings between 181 feet and 240 feet in height.

The height of buildings shall not exceed the applicable maximum heights shown in Figure 6.2.3. Where two heights are separated by a "/", the lower height reflects the limit permitted for the Base or podium, while the taller height reflects the limit permitted for the Upper Building or tower, which are defined as follows:

A) Base (Podium)

The Base is the lower portion of a midrise or highrise tower that extends vertically to a height of up to 90 feet. See Figure 6.2.1.

B) Upper Building (Tower)

The Upper Building (commonly referred to as the "tower"), is the portion of a midrise or highrise tower above the Base. See Section 6.5 for Upper Building controls.

6.2.3 Measuring Height

Maximum building heights are to be measured from the highest point of finished grade along the property line of the building parcel on which the building is located (see Figure 6.2.2.), up to the highest point of the uppermost structural slab in the case of a flat roof; or up to the average height of the rise in the case of a pitched or stepped roof, or similarly sculptured roof form.

6.2.4 Height Exemptions

Rooftop elements may project above given height limits if the following conditions are met:

A) On rooftops between 45 feet and 100 feet in height, rooftop elements greater than 4 feet in height must be set back at a minimum ratio of 1.2 feet in a horizontal dimension from the roof edge for every 1 foot that they exceed the maximum height limit (for example, a 4-foot-tall rooftop feature that is not a railing or parapet must be set back 4.8 feet from the roof edge);

B) On Upper Building rooftops, mechanical features must be screened or enclosed;

C) Enclosed structures designed for human occupancy may not exceed 25 percent of the total roof area of a building (including roof areas of the same building at different elevations);

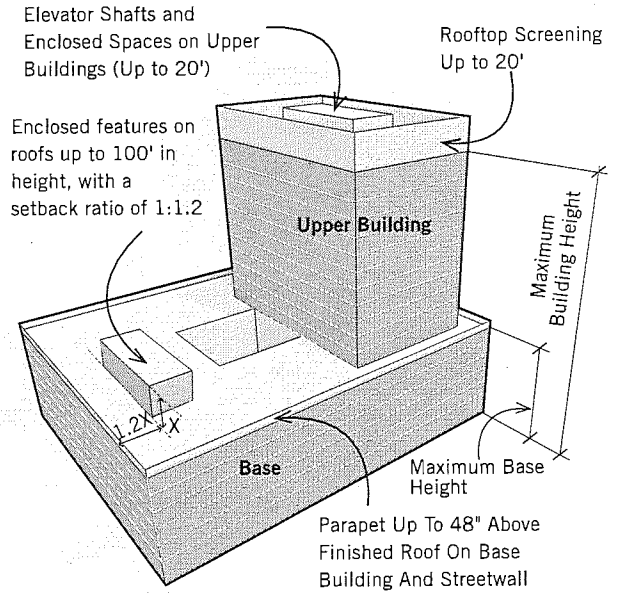


Figure 6.2.1 Maximum Building Height and Base Height

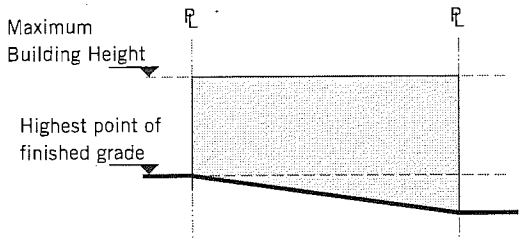
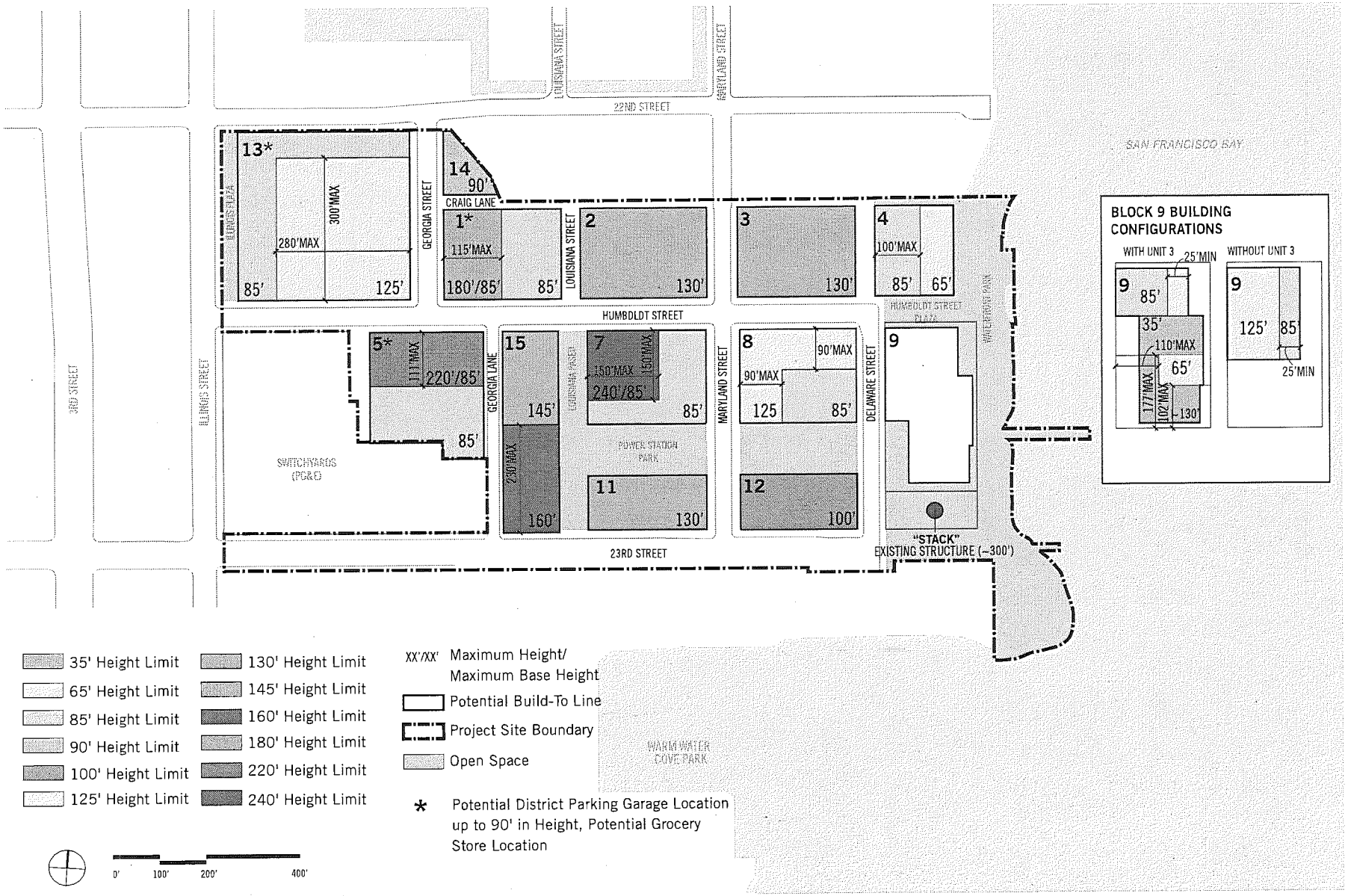


Figure 6.2.2 Measuring Height on a Slope

Figure 6.2.3 Building Height Plan



6.2.4 Height Exemptions, continued

D) The sum of the horizontal area of the following rooftop elements may not exceed 40 percent of the horizontal areas of the roofs of the building above which they are situated, and may project for the number of feet above the permitted height limit as noted:

- Elevator, stair and mechanical penthouses, all up to 20 feet in height. These features may exceed 20 feet in height as required by the California Code of Regulations;
- On the roof of majority residential buildings, structures related to the recreational use of the rooftop (e.g. greenhouses, sheds for the storage of furniture or equipment, hot tub enclosures, changing rooms, etc.) up to 16 feet in height;
- On the roof of majority non-residential buildings, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, Nighttime Entertainment, and/or Childcare Facility), all up to 16 feet in height. Such enclosed space shall not exceed 5,000 square feet of Gross Floor Area, and shall be accompanied by 1 square foot of Publicly Accessible Open Space for each square foot of Gross Floor Area (see Standard 6.1.4 (C));
- If a building used predmoninantly for Hotel Use is developed on Block 9, on the roof of such building, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, and Nighttime Entertainment), all up to 16 feet in height;
- Enclosed restrooms up to 10 feet in height; and,
- Mechanical equipment and appurtenances necessary to the operation or maintenance of the building or structure itself such as chimneys, ventilators, plumbing vent stacks, and/or cooling towers together with visual screening for any such features, all up to 20 feet in height;
- If a building used predmoninantly for Hotel Use is developed on Block 9, on the roof of such building, Retail structures containing certain Retail Sales and Service Uses (limited to Bar, Tourist Oriented Gift Store, Specialty Grocery, Gym, Liquor Store (to allow for wine tasting), Limited Restaurant, General Restaurant, Instructional Service, and Personal Service); and/or certain Entertainment, Arts, and Recreation Uses (limited to Arts Activities, General Entertainment, and Nighttime Entertainment), all up to 16 feet in height; On Block 9, only one rooftop bar is permitted.

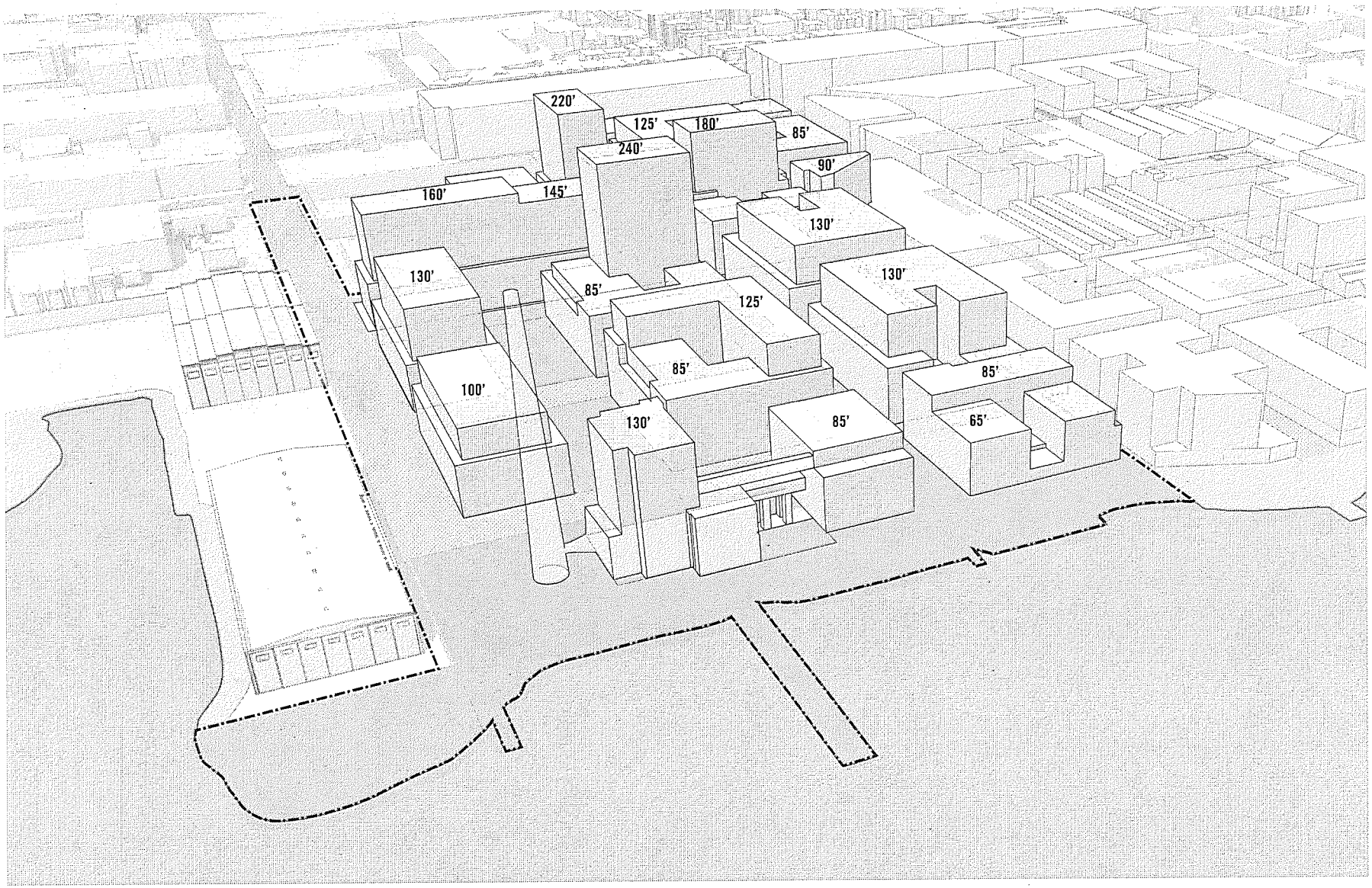
E) On buildings that are majority Laboratory use, mechanical features and those features necessary to building operations may exceed 40 percent of the horizontal area of the roof as long as they do not contain space for human occupancy;

F) The following rooftop elements may project above given height limits without regard to horizontal area:

- Non-occupied architectural features, including nonpermeable wind screens, up to 10 feet on buildings between 45 and 100 feet (with a minimum set back of 5 feet from the roof edge) and up to 20 feet on upper buildings above the maximum permitted building height, except on Block 7, where these features may extend up to 10 percent vertically above the maximum permitted building height;
- Unenclosed structures related to unroofed recreation facilities, such as sports fields and swimming pools, including lighting required for the nighttime enjoyment of rooftop fields, all up to 60 feet in height, and/or fencing, goal boxes and other sports equipment, netting or other semi-transparent enclosure necessary for the safe enjoyment of unroofed recreation facilities, all up to 30 feet in height;
- Furniture, including but not limited to: tables, chairs, fire pits, bars, umbrellas, lighting, canopies, windscreens, lattices, sunshades, trellises, and other items intended to allow the habitable use of the rooftop, all up to 10 feet in height;
- Photovoltaic panels;
- Equipment and appurtenances necessary to Living Roofs as defined in Planning Code Section 149;
- Wireless Telecommunications Services Facilities and other antennas, dishes and towers and related screening elements;
- Landscaping, with a maximum height of 48 inches for planters or other non-plant materials;
- Trees and plants;
- Decking, up to 3 feet in height;
- Flagpoles and flags;
- Cranes, scaffolding and batch plants erected temporarily at active construction sites; and
- Railings, parapets and catwalks, up to 4 feet in height; and

G) Above-grade connections as permitted in Sections 6.13.8 and 6.14.7.

Figure 6.2.4 Building Height



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6.3 Block Size

Shorter, walkable blocks increase the permeability of the urban environment and encourage walking. The City of San Francisco generally holds that blocks should be shorter than 300 feet in length, where possible. All of the blocks on site are shorter than 300 feet in length, with the exception of Blocks 9 with Unit 3, Block 15, and Block 13. For Block 9 with Unit 3, a Mid-Block Alley is not required because guidelines require permeability through the building's ground floor, allowing pedestrian access directly through the building from its entrance facing Power Station Park to its entrance facing Waterfront Park. Additionally, a waterfront access corridor is required between the existing Unit 3 structure and the northern horizontal addition to the structure (See Section 6.13.2).

To facilitate preservation of the existing Station A walls (Block 15), a Mid-Block Alley through Station A shall not be required if the features per Section 6.14.1 are retained. Instead, the standards in this section shall apply.

To create more permeability, Block 13 is required to provide at least one Mid-Block Alley compliant with the standards articulated in this section.

STANDARDS

6.3.1 Mid-Block Alley/Passage Location

Block 13 shall provide at least one publicly accessible Mid-Block Alley for the entire depth of the Block.

On Block 15, (see Section 6.14) at least one publicly accessible east-west Mid-Block Passage through the entire depth of the building's ground floor measuring at least 20 feet of continuous clear width and 15 feet of continuous clear height shall be provided. Such passage may be completely enclosed to facilitate preservation of the existing Station A walls. If Station A is damaged so severely that 30 percent or less of the walls listed in 6.14.1 remain, a Mid-Block Alley shall be provided pursuant to Standard 6.3.2 and the Mid-Block Alley shall have a minimum clear height of 30 feet, unless the remaining portions of the eastern wall physically preclude its construction. A Mid-Block Alley on Block 15 shall be pedestrian only.

6.3.2 Mid-Block Alley/Passage Design

Mid-Block Alleys and Passages shall:

- Have a minimum clear walking width of 10 feet free of any obstructions in the case of a pedestrian-only right-of-way
- Be located as close to the middle portion of the subject block as possible, and connect to existing adjacent streets and alleys;
- Provide pedestrian access;
- Have a minimum width of 20 feet, exclusive of those obstructions allowed within setbacks pursuant to San Francisco Planning Code Section 136 in the case of Mid-Block Alleys;
- Have a minimum height of 15 feet on Block 13, and 30 feet on Block 15.

In addition, Mid-Block Alleys shall:

- Provide no, limited, or full vehicular access, as specific conditions warrant. The Mid-Block Alley on Block 15 shall be pedestrian only;
- Have dual sidewalks each of not less than 6 feet in width with not less than 4 feet minimum clear walking width in the case of an alley with vehicular access, unless the alley is designed as a shared street;
- Have at least 60 percent of the area of the Mid-Block Alley open to the sky. Obstructions permitted within setbacks pursuant to Planning Code Section 136 may be located within the portion of the Alley that is required to be open to the sky. All portions of the Alley not open to the sky shall have a minimum clearance height of 15 feet from grade at all points;
- Provide such ingress and egress as will make the area easily accessible to the general public;
- Be provided with appropriate paving, furniture, and other amenities that encourage pedestrian use, and be landscaped;
- Be provided with pedestrian lighting to ensure pedestrian comfort and safety;
- Be free of any changes in grade or steps not required by the underlying natural topography and average grade; and
- Be fronted by Active Lane Frontage uses, as defined in Section 3.2.6 Active Lane Frontages.

6.3.3 Mid-Block Alley/Passage Informational Plaque

Prior to issuance of a permit of occupancy, a plaque shall be placed in a publicly conspicuous location for pedestrian viewing. The plaque shall state the right of the public to pass through the Alley or Passage, and shall state the name and address of the owner or owner's agent responsible for maintenance. The plaque shall be of no less than 24 inches by 36 inches in size.

6.3.4 Mid-Block Alley/Passage Open Space Requirements

Any non-vehicular portions of such a Mid-Block Alley or Passage, including sidewalks or other walking areas, seating areas, or landscaping, are permitted to count toward any open space requirements that permit publicly accessible open space on the same block where the Passage or Alley is located.

CONSIDERATIONS

6.3.5 Multiple Buildings Per Block

Bulk controls will help create buildings that are pedestrian-scaled, visually well proportioned, and do not result in overwhelming mass. Constructing more than one building per block can also help accomplish this goal and is permitted on any block, though more likely on blocks containing predominantly residential uses. If more than one building is constructed on a block where a midrise or highrise tower is allowed, the bulk controls for upper buildings apply to the entire block and not to individual buildings.

6.4 Building Setbacks

STANDARDS

6.4.1 Building Setbacks

At heights specified in Figure 6.2.3, a setback from the property line is required to ensure that the building defines a distinct streetwall at a comfortable, human-scaled height.

On frontages facing Power Station Park, Louisiana Paseo, Waterfront Open Spaces, Humboldt Street Plaza, and Major Streets (streets that are greater than 40 feet in width, measured from property line to property line), buildings shall be set back at least 10 feet from the streetwall at a height ranging from 70 feet to 90 feet, as shown in Figure 6.4.1.

On frontages facing Minor Streets (rights-of-way that are 40 feet wide or narrower, measured from property line to property line), buildings shall be set back at least 10 feet from the property line at a maximum height of 50 feet for predominantly residential buildings and 70 feet for predominantly non-residential buildings as shown in Figure 6.4.2, except for corners as described in Section 6.4.6 and along Craig Lane where the setback is required at a height of 50 feet for both residential and non-residential uses.

Along certain frontages, the depth of the setback shall be greater than 10 feet, as shown in Figure 6.4.5.

On frontages facing Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the Streetwall at a height of 70 feet per note 2 on Figure 6.4.5.

6.4.2 Ground Floor Insets

To allow for generous pedestrian throughways, some blocks are required to inset the ground floor along specific frontages for widened sidewalks, or at given corners to achieve a 5-foot-wide clear path of travel behind curb ramps. The locations for these ground floor insets are listed below, and dimensions are given in detail in Appendix A Block Controls. These are:

- Northeastern corner of Blocks 1, 5 and 8;
- Northwestern corner of Blocks 2, 4 and Block 15 unless Station A walls are retained;
- A 5 foot inset of ground floor of the southern frontage of Block 15 unless Station A walls are retained;
- A 4 foot inset of northern frontage of Blocks 1, 2 and 3;
- Southwestern corner of Block 12.

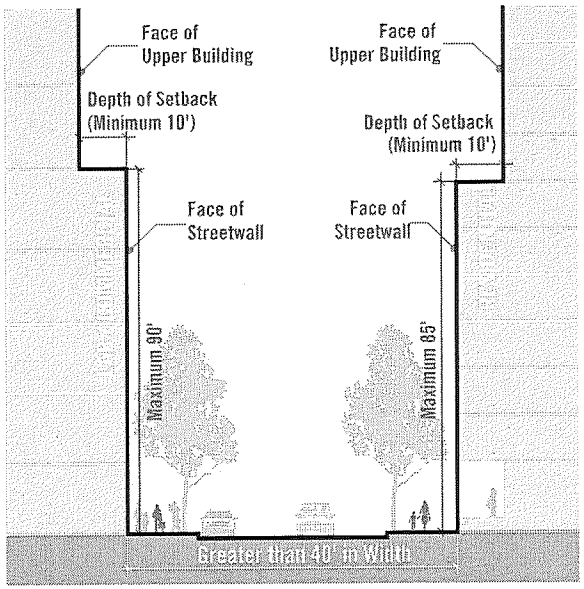


Figure 6.4.1 Setbacks on Major Streets

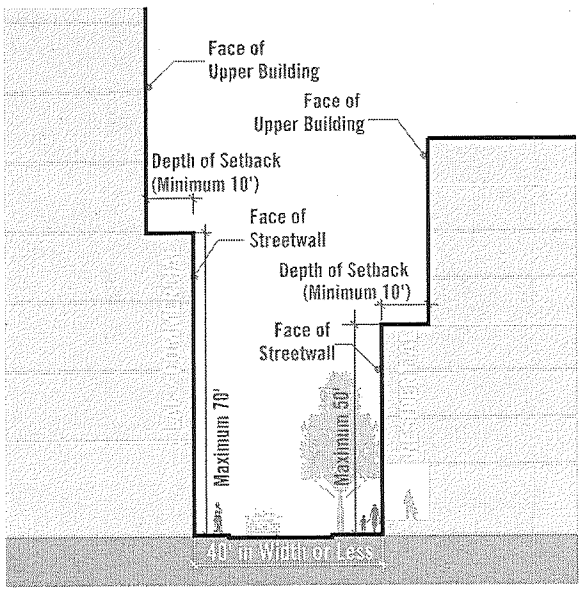


Figure 6.4.2 Setbacks on Minor Streets and Alleys

6.4.3 Block 7 Setback Exemption

The setback requirements in Section 6.4.1 Building Setbacks do not apply to the highrise tower on Block 7. Instead, the highrise tower must be set back at least 15 feet in the horizontal dimension for at least 60 percent of the Upper Building's frontages facing Humboldt Street or Louisiana Paseo.

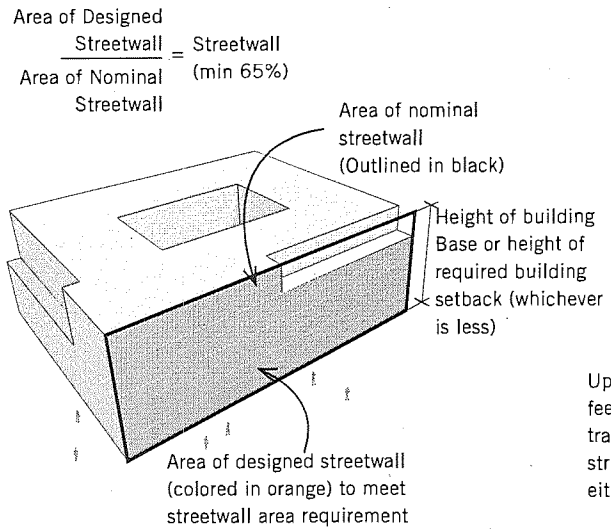


Figure 6.4.3 Streetwall Area Requirement

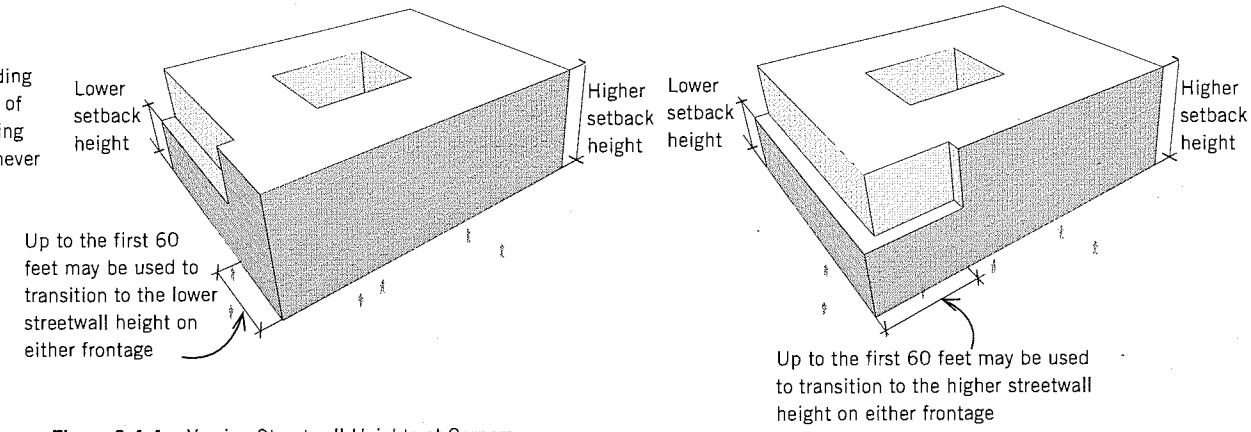


Figure 6.4.4 Varying Streetwall Heights at Corners

6.4.4 Station A Exemption

New construction on Station A above a height of 65 feet or the height of retained Station A walls shall provide a setback of at least 10 feet on the frontages facing 23rd Street, Louisiana Paseo, and Georgia Lane, and a setback of at least 15 feet on the frontage facing Humboldt Street; or a vertical hyphen of at least 10 feet in depth and one story in height beginning at the height of the cornice of the retained walls of Station A (see Section 6.14). Alternatively, no setbacks for new construction are required above existing walls if the building above 65 feet is appropriately sculpted pursuant to Section 6.14.5.

6.4.5 Streetwall

A clear streetwall helps define the experience of the street as an "urban room." Where there is not a strong streetwall, streets can feel inactive and suburban. The streetwall is defined as the portion of a building:

- Facing a Major or Minor Street or Mid-Block Alley (See also Guideline 6.10.6);
- Built to the property line (except for the portions of the building that meet the Modulation and Articulation standards and guidelines in Sections 6.6 and 6.7, which are part of the streetwall, but may recess and project from the building frontage); and
- At an elevation at or below the maximum Streetwall height per Figure 6.4.5.

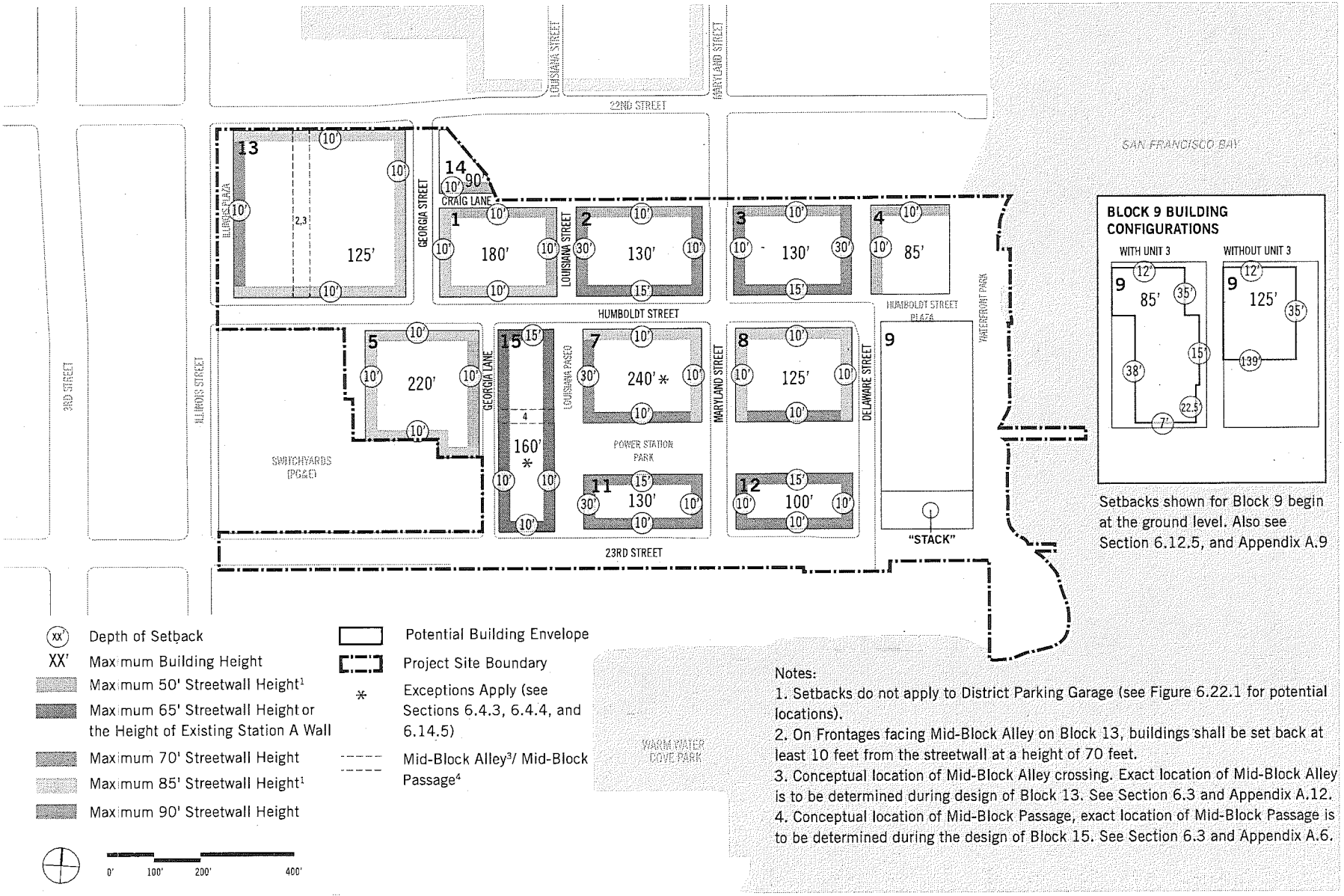
The "Streetwall Requirement" is that new buildings must provide a streetwall for at least 65 percent of each frontage from sidewalk grade to the required maximum streetwall height (see Figure 6.4.3). The Streetwall Requirement does not apply to:

- Existing buildings on the project site that are rehabilitated or reused as part of the project (such as Unit 3 or Station A. See Standard 6.14.5), including additions to such existing buildings;
- Pocket parks that extend at least 10 feet horizontally inward from the property line;
- The frontage of any new building facing Waterfront Open Spaces (including Humboldt Street Plaza), Power Station Park, or Louisiana Paseo, provided that deviations from the minimum 65 percent standard shall contribute to differentiated architecture as described in the Project Overview and shown in Figure 6.4.4.

6.4.6 Varying Streetwall Heights at Corners

The maximum streetwall heights vary across the Power Station site and may differ at the corners of the same building. For a more graceful transition at corners, up to the first 60 feet of building frontage, measured horizontally from a Corner, may be used to transition to the higher or lower streetwall height on either frontage as required per Figure 6.4.5 (see Figure 6.4.4)

Figure 6.4.5 Building Setbacks



Setbacks shown for Block 9 begin at the ground level. Also see Section 6.12.5, and Appendix A.9

Notes:

1. Setbacks do not apply to District Parking Garage (see Figure 6.22.1 for potential locations).
2. On Frontages facing Mid-Block Alley on Block 13, buildings shall be set back at least 10 feet from the streetwall at a height of 70 feet.
3. Conceptual location of Mid-Block Alley crossing. Exact location of Mid-Block Alley is to be determined during design of Block 13. See Section 6.3 and Appendix A.12.
4. Conceptual location of Mid-Block Passage, exact location of Mid-Block Passage is to be determined during the design of Block 15. See Section 6.3 and Appendix A.6.

6.5 Upper Building Controls

The controls on the following pages apply only to the Upper Buildings of midrise tower as permitted on Block 1, and the highrise towers permitted on Block 5 and Block 7. Midrise towers are between 146 and 180 feet in height, and highrise towers are between 181 and 240 feet in height. Unless otherwise stated, these controls do not apply to Block 15 with or without Station A.

Table 6.5.1 summarizes the bulk controls for the different portions of buildings based on land use.

Table 6.5.1 Summary of Bulk Controls

	LOWRISE & MIDRISE BUILDINGS (UP TO 145' IN HEIGHT)	MIDRISE TOWER ON BLOCK 1 (146'-180' IN HEIGHT)	MIDRISE TOWER ON BLOCK 15 (146'-160' IN HEIGHT)	HIGHRISE TOWERS ON BLOCKS 5 AND 7 (181'-240' IN HEIGHT)
UPPER BUILDING BULK CONTROLS				
Maximum Average Floorplate	N/A	12,000 gross square feet	See Standard 6.5.1	12,000 gross square feet
Maximum Plan	N/A	150'	N/A	140'
Maximum Diagonal	N/A	190'	N/A	160'
Maximum Apparent Face	N/A	120'	N/A	120'
Upper Building Separation	N/A	85'	115'	115'

Note: Controls apply to the entire Upper Building, not only portions of the Upper Building at the specified heights. For example, for the Highrise Tower (181' - 240') on Block 7, the bulk controls would apply to the portion of the building above the Base.

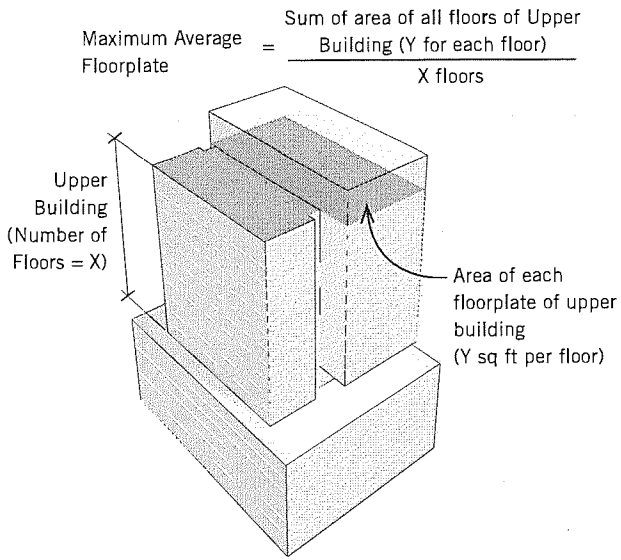


Figure 6.5.1 Upper Building Maximum Average Floorplate

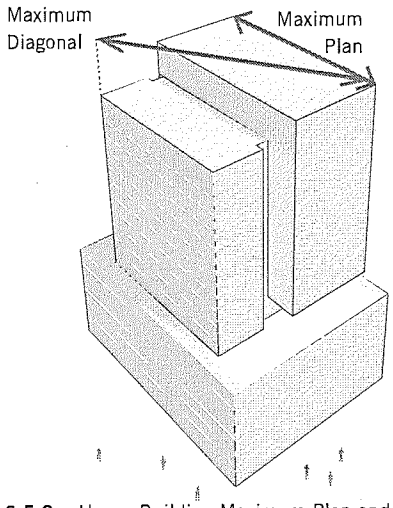


Figure 6.5.2 Upper Building Maximum Plan and Maximum Diagonal Length

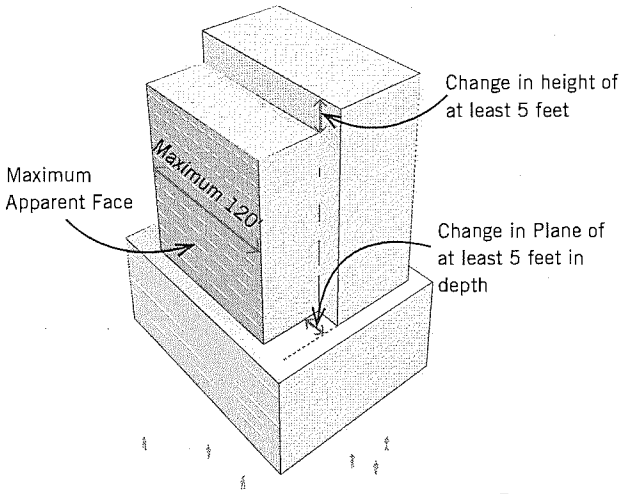


Figure 6.5.3 Upper Building Maximum Apparent Face

STANDARDS

6.5.1 Upper Building Maximum Average Floorplate

The maximum average floorplate of the Upper Building is defined as the sum of the area of all of the floorplates of the Upper Building, divided by the number of floors in the Upper Building. Refer to Figure 6.5.1 and Table 6.5.1 for maximum average floorplate sizes that shall apply to buildings based on the building's total height.

Design controls for Block 15 with Station A are provided in Section 6.14. For Block 15 without Station A, the building above the 65-foot setback shall achieve a 15-percent average reduction in square footage for all floors. The reduction shall apply relative to a baseline floorplate of 47,089 square feet (i.e., the footprint of Block 15) for construction up to 145 feet, and a baseline floorplate of 24,955 square feet for construction between 145 feet and 160 feet.

6.5.2 Upper Building Maximum Plan and Diagonal

The maximum plan dimension of an Upper Building is the greatest plan dimension parallel to the longest side of the building at any given level of the Upper Building. The maximum diagonal dimension of an Upper Building is the greatest horizontal distance between two opposing points at any level of the Upper Building. Refer to Figure 6.5.2 and Table 6.5.1 for maximum plan and diagonal dimensions that shall apply to buildings based on the building's total height.

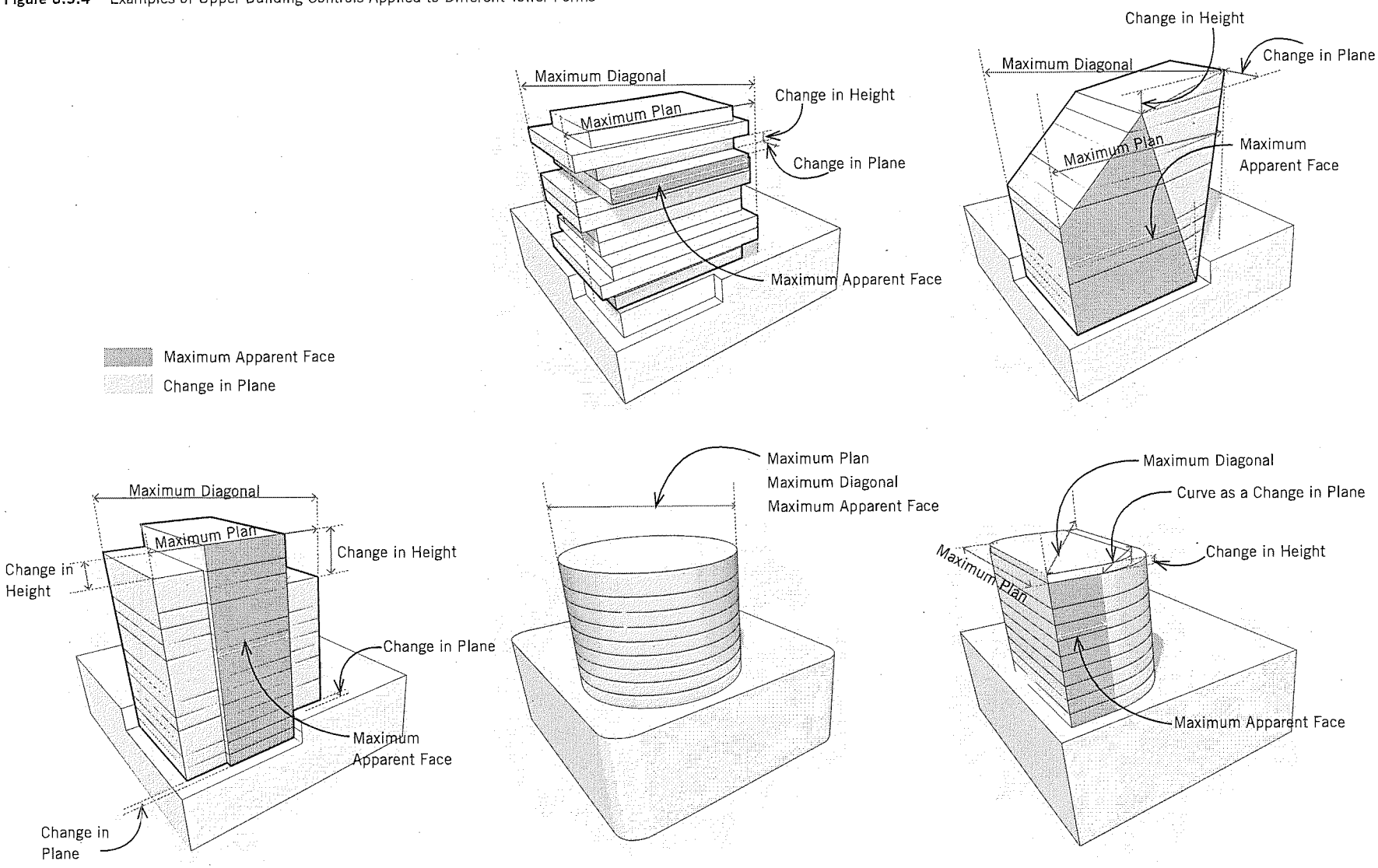
Maximum plan and diagonal dimensions do not apply to balconies, cornices, decorative projections, unenclosed building elements, or other unenclosed obstructions permitted by Planning Code Section 136 (see Appendix D).

6.5.3 Upper Building Maximum Apparent Face

For midrise and highrise towers, a maximum apparent face helps control the visual bulk of the Upper Building by placing a limit on the maximum width of a face that can be expressed. Beyond this maximum width, there shall be a Change in Plane to visually reduce the bulk of the building, and create logical locations for architectural detailing, such as balconies or changes in material or fenestration.

The maximum apparent face shall be a maximum of 120 feet of the Upper Building (Figure 6.5.3). The maximum apparent face shall be offset with a Change in Plane of at least 5 feet in depth. This Change in Plane must be accompanied by a change in height of the roof form (which may be a reduction or increase in the height of the roof screen) of at least 5 feet (refer to Figure 6.5.3) and/or a change in material. The required Change in Plane may occur by curving the face of the building.

Figure 6.5.4 Examples of Upper Building Controls Applied to Different Tower Forms



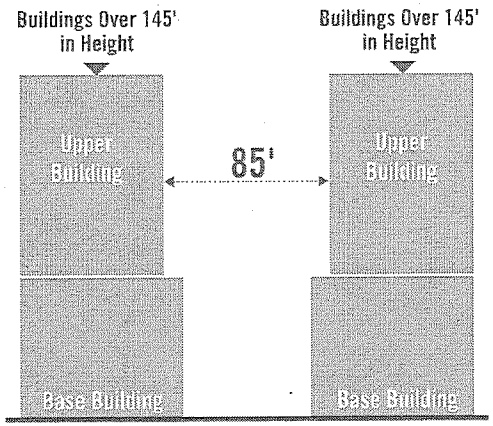


Figure 6.5.5 Upper Building Separation for Midrise Towers on Different Blocks

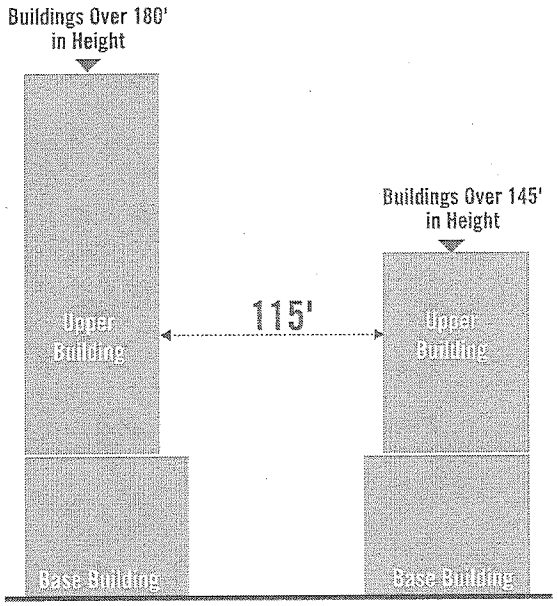


Figure 6.5.6 Upper Building Separation for Midrise and Highrise Towers on Different Blocks

6.5.3 Upper Building Maximum Apparent Face, continued

For buildings with curved façades, on those portions of the façade that are curved, the maximum apparent face shall be measured as the plan dimension between the endpoints of each arc. If the building is a circle or ellipse, the maximum apparent face shall be measured as the longest diameter of the circle or ellipse (See Figure 6.5.4).

6.5.4 Upper Building Separation

The Upper Building of a midrise tower shall be separated from any other Upper Building of a midrise tower on another block by a distance of at least 85 horizontal feet (Figure 6.5.5).

The Upper Building of a highrise tower shall be separated from any other Upper Building of a midrise tower or highrise tower on another block by a distance of at least 115 horizontal feet (Figure 6.5.6).

Separation shall be measured horizontally from the building face of the subject Upper Building to the nearest building face of the closest Upper Building, exclusive of permitted obstructions pursuant to Planning Code Section 136.

CONSIDERATIONS

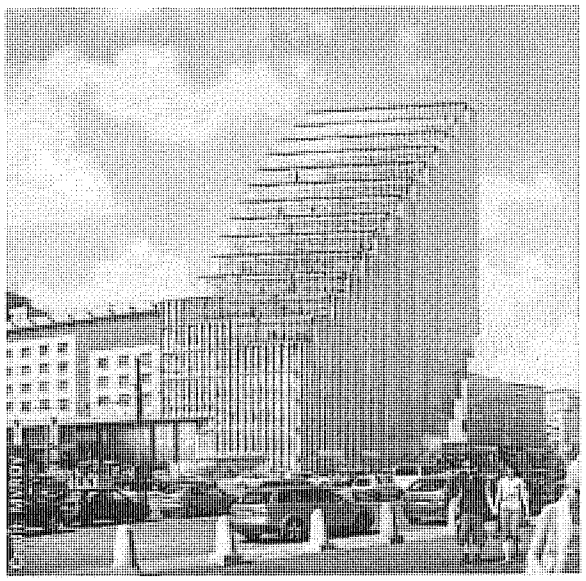
6.5.5 Sculpted Upper Buildings

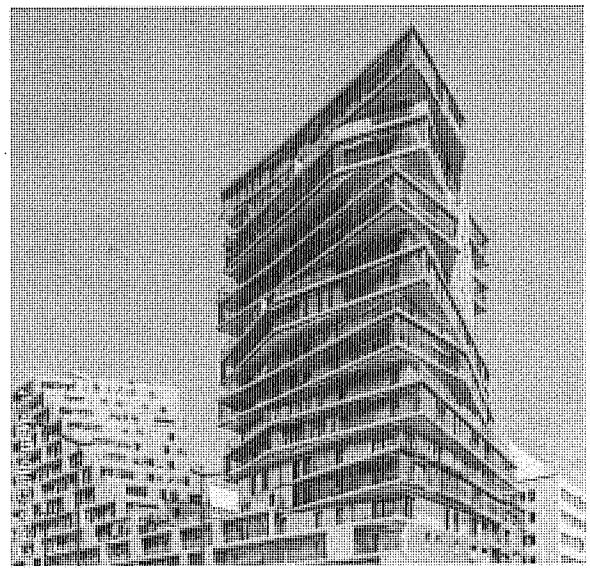
A) Upper Buildings of mid-rise and high-rise towers should be sculpted in a manner that enhances the skyline. Examples of how this could be achieved include stepping, tapering, or other shaping.

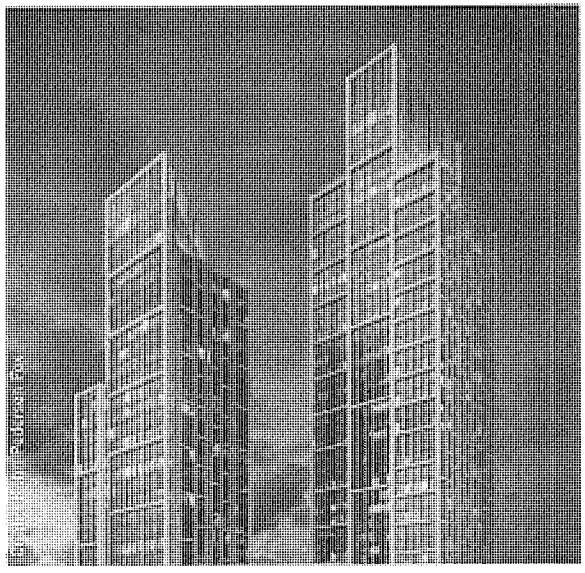
B) The highrise tower on Block 7 should be iconic within the Power Station SUD and larger Central Waterfront Plan Area. The form of the highrise tower should use bold massing moves and be elegant and well-scaled.

Examples of creative approaches to shaping the tops of midrise and highrise towers.









Architecture

Architecture reflects the culture of a neighborhood, connecting buildings with the public life that occurs on its streets.

Architecture at the Power Station project is deferential to its industrial context and the Third Street Industrial District. It builds from the larger bulk and massing moves established by the project's urban form and focuses on enhancing visual interest and creating human-scaled designs critical for providing a memorable pedestrian experience. Building Modulation and Articulation ensure a building's walls are neither overwhelming nor monotonous, while color and materiality guidelines provide a baseline for high-quality finishes consistent with the Power Station's overall industrial aesthetic.

Building Modulation and Articulation as defined in this D4D document (Sections 6.6 and 6.7) help create visual interest, rhythm, and human-scaled dimensions within the "urban room" of the street, and are therefore considered compliant with and part of the streetwall. Buildings meeting ground-floor design guidelines in Section 6.9 are also compatible with the streetwall requirements contained herein.

6.6 Building Modulation

Building Modulation (or "Modulation") is required to create visual interest, rhythm and human-scaled dimensions. Modulation can also result in functional spaces, such as creating recesses that can provide opportunities for terraces or balconies. Modulation strategies should be consistent with the industrial character of the area.

New buildings above the ground floor must be modulated in the manner described in this section. These controls do not apply to existing buildings on the site (such as Unit 3 or Station A) that are rehabilitated as part of the project.

STANDARDS

6.6.1 Building Modulation

The streetwall (See Section 6.4.5) shall be modulated by providing a Change in Plane, or a combination of Change in Plane and change in material, as described below.

A) Change in Plane

To achieve modulation by a Change in Plane, the streetwall must recess or project at least 3 feet in depth (a "Change in Plane") for at least 20 percent of the streetwall, which may be but is not required to be contiguous. This requirement may be achieved using any one or any combination of the individual design approaches listed below and illustrated in Figure 6.6.1:

- Volumetric notches (including balconies)
- Vertical shifts
- Sawtooth balconies or bay windows
- Corner expression
- Volumetric projections
- Volumetric recesses

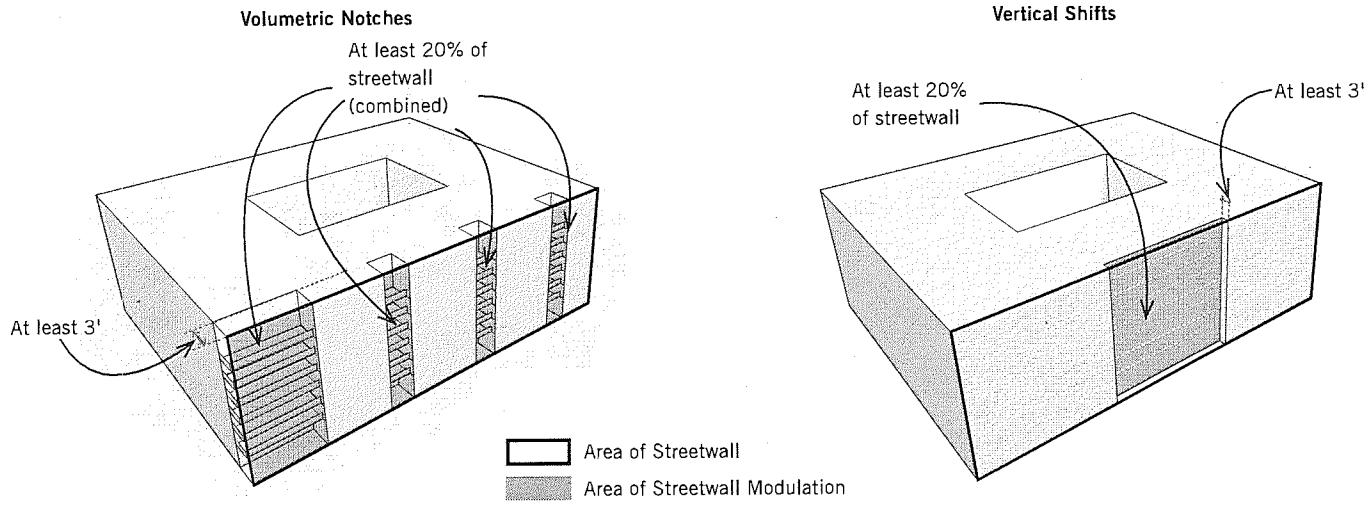
B) Change in Plane and Change in Material

Modulation may also be provided by a combination of Change in Plane and a change in color, material, or fenestration occuring for at least 20 percent of the façade, which may but is not required to be contiguous.

6.6.2 Encroachments and Projections

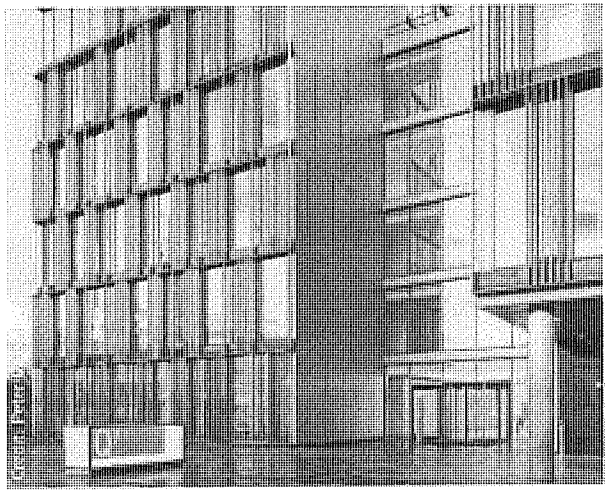
Projections as permitted in Planning Code Section 136, and those permitted in this Design for Development document, shall be permitted above the ground level and may count towards modulation requirements.

Figure 6.6.1 Examples of Streetwall Modulation





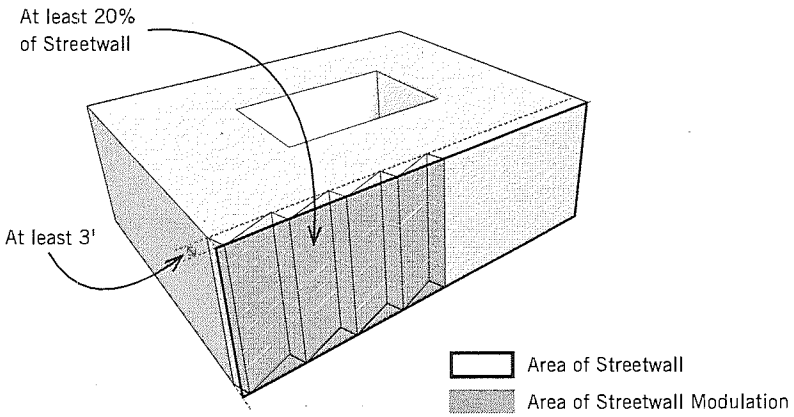
Volumetric notches add visual interest by introducing vertical recesses into the massing of the streetwall. The notches should correspond to the delineations between individual units, balconies, or porches.

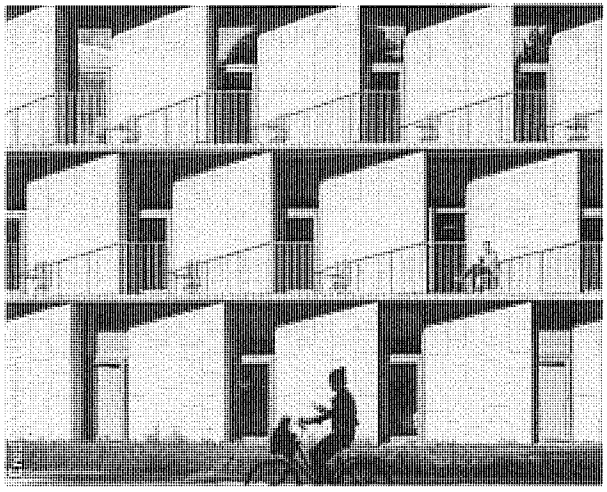


The use of vertical shifts add visual interest by breaking the façade into smaller vertical elements. These shifts should relate to the location and proportion of interior programmatic uses.

Examples of Streetwall Modulation (continued)

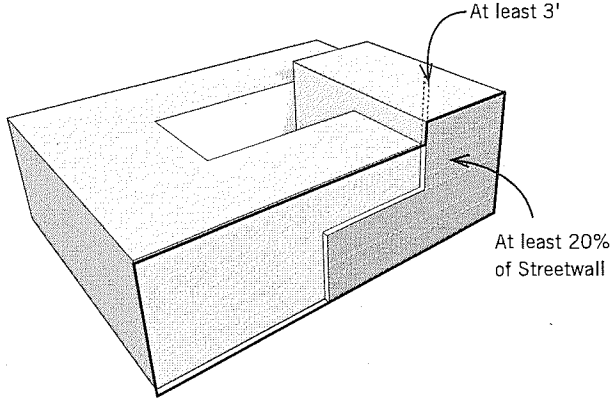
Sawtooth Balconies and Bay Windows





Sawtooth balconies or bay windows reduce the visual mass of the streetwall by introducing a pattern of smaller-scaled components. They can be open, partially enclosed, enclosed, projections, or recesses from the main façade.

Corner Expressions

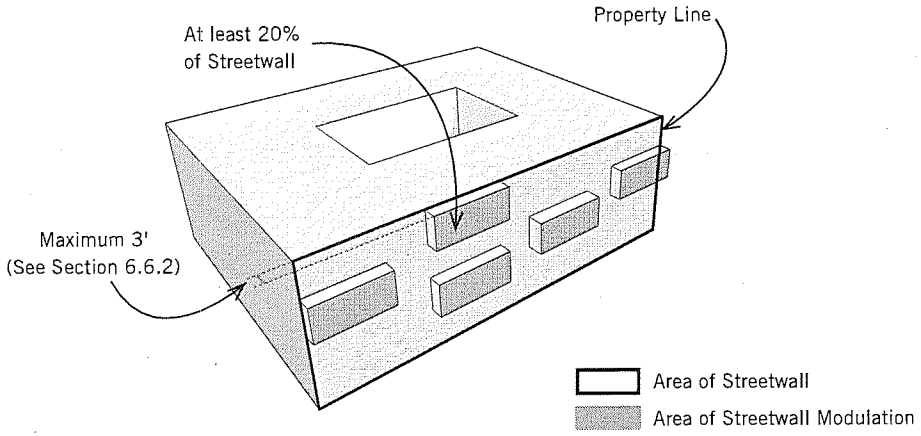


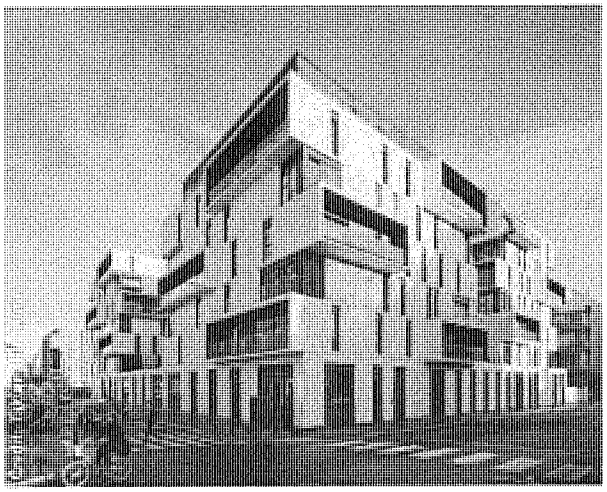


The massing of this building adds height at the corner, combined with a recess. The effect is that the building has the appearance of being composed of two distinct volumes.

Examples of Streetwall Modulation (continued)

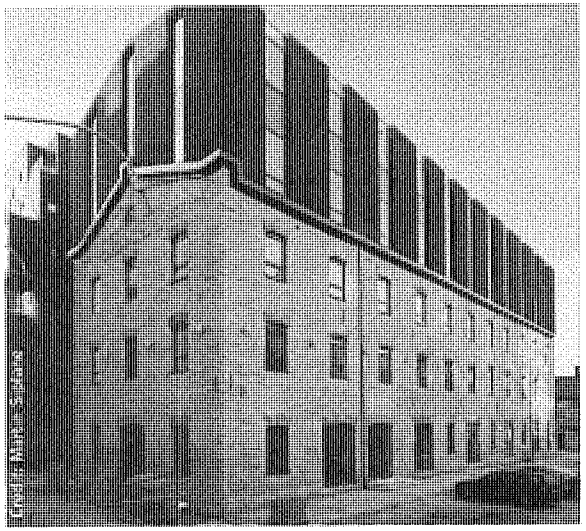
Volumetric Projections





Projections help create shadow lines and added façade depth. Such projections should be located and scaled to relate to interior programmatic uses.

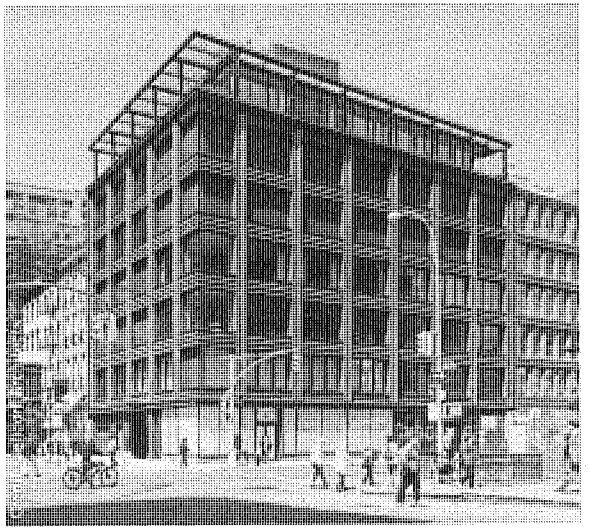
Examples of modulation compatible with historic districts.



The materials in the addition above the existing building are articulated with a change in material and plane.



The addition above the existing building uses a vertical hyphen in conjunction with balconies and recesses.



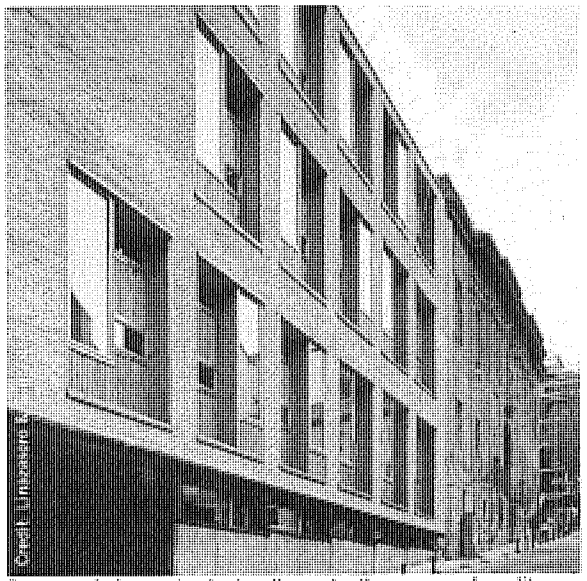
This new building uses the language of warehouse construction with a grid and fill design.



The use of natural materials such as brick or stone can bring a tactile quality to the pedestrian zone.



Projected windows help create shadow lines and added façade depth.



Recesses help create shadow lines, depth, a sense of quality, and durability.