

File No. 250656

Committee Item No. 3

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Land Use and Transportation

Date: July 14, 2025

Board of Supervisors Meeting:

Date: _____

Cmte Board

- | | | |
|-------------------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract / DRAFT Mills Act Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Form 126 – Ethics Commission |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
| <input type="checkbox"/> | <input type="checkbox"/> | Public Correspondence |

OTHER

- | | | |
|-------------------------------------|--------------------------|--|
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>MOHCD Presentation – July 14, 2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Order No. 211755 – June 4, 2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>PW Order No. 208793</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Recorded Easement Agreement – July 16, 2021</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Draft Amended Offer</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Draft Offer of Dedication</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Draft Quitclaim Deed</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Map and Drawing</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Planning General Plan Determination – April 9, 2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Real Estate Division Letter – June 12, 2025</u> |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | <u>Mayor's Office Introduction Memo – June 10, 2025</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| <input type="checkbox"/> | <input type="checkbox"/> | _____ |

Prepared by: John Carroll

Date: July 10, 2025

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

[Potrero HOPE SF - Street and Public Infrastructure Acceptance for Phase 2 - Establishing Official Public Right-of-Way and Sidewalk Widths and Street Grades]

Ordinance accepting irrevocable offers of public infrastructure associated with the Potrero HOPE SF Project, Phase 2, including improvements located within portions of 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets, and improvements associated with a new switchgear within a building, and an offer of dedication for real property underlying portions of 25th, Arkansas, and Connecticut Streets; dedicating this public infrastructure for public use; designating the public infrastructure for public street and roadway purposes; accepting the public infrastructure for City maintenance and liability purposes, subject to specified limitations; establishing official public right-of-way widths and street grades; amending Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to establish official sidewalk widths on 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets; accepting a Public Works Order recommending various actions regarding the public infrastructure; delegating limited authority to the Public Works Director to accept specified infrastructure; authorizing official acts, as defined, in connection with this Ordinance; adopting findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

NOTE: **Unchanged Code text and uncoded text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in *~~strikethrough italics Times New Roman font~~*.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

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

1 Section 1. Background and General Findings.

2 (a) This ordinance addresses the Board of Supervisors (“Board”) acceptance of and
3 other official acts for certain public infrastructure associated with the Potrero HOPE SF
4 Project, Phase 2 (“Project”). The Project area is generally bounded by 25th Street to the
5 north, 26th Street to the south, Wisconsin Street to the west, and Connecticut Street to the
6 east. The infrastructure accepted by this ordinance includes improvements located within
7 portions of 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets (collectively, the
8 “Streets”) and certain utilities located outside of the public right-of-way.

9 (b) The Project site is owned by the Housing Authority of the City and County of San
10 Francisco (“SFHA”), which is providing various approvals and real estate transfers to facilitate
11 the Project and other phases of the Potrero HOPE SF project development (“Potrero HOPE”).
12 Potrero HOPE includes the complete rebuilding of the existing SFHA Potrero Terrace and
13 Annex sites and the surrounding streets through the City’s HOPE SF Program, and will
14 consist of up to 1,700 residential units (including approximately 800 affordable and 800
15 market-rate units), retail and community spaces, open space, new streets, utilities, and other
16 infrastructure. Potrero HOPE is proceeding in multiple phases in a northward progression.

17 (c) Potrero HOPE is subject to a Development Agreement between the City and
18 County of San Francisco (“City”), SFHA, and Bridge-Potrero Community Associates LLC
19 (“Subdivider”), recorded in the Official Records of the City on March 3, 2017 as Document
20 No. 2017-K416603-00 and approved by the Board in Ordinance No. 15-17 (“Development
21 Agreement”). The Development Agreement includes, as Exhibit P, the Potrero HOPE Master
22 Infrastructure Plan (“Infrastructure Plan”), which describes the scope and phases of the public
23 infrastructure to be constructed by the Subdivider.

24 (d) On May 11, 2021, the Board approved Final Map No. 9610 for the Project in
25 Motion No. M21-079, resulting in two lots for housing and two lots dedicated to the City as

1 public right-of-way. In the same motion, the Board approved the Public Improvement
2 Agreement between the City and Subdivider, and conditionally accepted the offer of
3 dedication and offer of improvements, subject to completion and further Board action. Final
4 Map No. 9610 concerns Phase 2 of Potrero HOPE, which includes infrastructure being
5 completed in three subphases known as Subphases 2A, 2B, and 2C.

6 (e) In conjunction with Final Map No. 9610, Subdivider irrevocably offered the various
7 public improvements associated with the Project to the City, as clarified and supplemented in
8 its Amended and Restated Offer of Improvements (“Offer of Improvements”). The Department
9 of Public Works, in Street Improvement Permit No. 21IE-00075, dated February 12, 2021
10 (“Street Improvement Permit”), approved construction of the improvements identified in the
11 Offer of Improvements for acceptance by the City (collectively, “Public Infrastructure”) as well
12 as improvements that will be maintained as private encroachments. Generally, the Public
13 Infrastructure includes street and sidewalk paving, curbs, a portion of the underground
14 utilities, streetlights, and related facilities. The Public Infrastructure does not include the Parcel
15 A Street Trees, as described in subsection (1)(l), below. A copy of the Offer of Improvements
16 is on file with the Clerk of the Board in File No. 250656 and incorporated herein by reference.

17 (f) The Public Infrastructure also includes San Francisco Public Utilities Commission
18 (“SFPUC”) infrastructure associated with a new switchgear to support power for the Project,
19 more specifically described in the Offer of Improvements (collectively, the “Off-Site
20 Improvements”). The Off-Site Improvements are located outside of the proposed public right-
21 of-ways, located in and adjacent to a new switchgear room in the building on Parcel B, which
22 parcel is owned by SFHA and leased by Potrero Housing Associates II, L.P. (“Developer”).
23 The Off-Site Improvements will be accessed via an easement agreement between SFHA,
24 Developer, and the City, as amended (“Easement”). The Director of the Real Estate Division
25 (“Director of Property”) approved an Easement Agreement and Declaration of Restrictions in

1 conjunction with Final Map No. 9610, recorded in the Official Records of the City on
2 July 21, 2021 as Document No. 2021111532. A copy of the Easement is on file with the Clerk
3 of the Board of File No. 250656.

4 (g) In an Irrevocable Offer of Dedication, including a quitclaim deed (the “Offer of
5 Dedication”), SFHA offered the real property identified on Final Map No. 9610 as Parcels C
6 and D for new streets and sidewalks. Parcel C underlies a new one-block length of Arkansas
7 Street. Parcel D is a small, triangular-shaped lot at the southwest corner of the intersection
8 of 25th and Connecticut Streets that underlies a portion of the sidewalk. Copies of the Offer of
9 Dedication and its deed are on file with the Clerk of the Board in File No. 250656 and
10 incorporated herein by reference.

11 (h) On December 18, 2024, the City Engineer issued a Conditional Notice of
12 Completion for that portion of the Public Infrastructure described as Subphases 2A and 2B,
13 which determined said Public Infrastructure to be complete in accordance with the plans and
14 specifications shown in the Street Improvement Permit, as modified by Instructional Bulletins
15 Nos. 1 through 4, and all City Codes, regulations, and standards governing this infrastructure,
16 subject to certain conditions. In doing so, the City Engineer also certified that the
17 Subphase 2A and 2B Public Infrastructure is ready for its intended use.

18 (i) A portion of the infrastructure constructed or installed pursuant to the Street
19 Improvement Permit will be maintained by Subdivider as encroachments. The encroachments
20 do not constitute a portion of the Public Improvements, the City will not accept such
21 encroachments, and the encroachments will remain the responsibility of Subdivider for
22 maintenance and liability. In related legislation, the Board will consider such encroachments
23 under a Master Encroachment Permit pursuant to Public Works Code Sections 786 et seq.
24 (“Master Encroachment Permit”).
25

1 (j) In Public Works Order 211755, dated June 4, 2025 (the "PW Order"), the Public
2 Works Director, with certification from the City Engineer (collectively, the "Director"),
3 recommends that the Board approve the legislation to accept the Offer of Dedication for
4 Parcels C and D and Offer of Improvements for the Public Infrastructure, which includes the
5 Off-Site Improvements, and dedicate this infrastructure for public use, subject to the
6 exceptions identified below. The Director further recommends that the Board approve the
7 ordinance to dedicate the Public Infrastructure to public use, accept it for City maintenance
8 and liability purposes, and regarding the street areas, designate it as open public right-of-way
9 for permit and roadway purposes, subject to the following conditions:

10 (1) the portions of streets being designated as open public right-of-way for street
11 and roadway purposes are from back of sidewalk to back of sidewalk, unless specified
12 otherwise or as shown on the plans and specifications for the Public Infrastructure;

13 (2) acceptance of the Public Infrastructure for City maintenance and liability
14 purposes is from back of curb to back of curb, unless specified otherwise, and sidewalk
15 maintenance is the responsibility of the adjacent property owners in accordance with the
16 Public Works Code;

17 (3) acceptance of the Off-Site Improvements for City maintenance and liability
18 purposes is as described in the Offer of Improvements; and maintenance and liability for the
19 building housing the switchgear room is the responsibility of the Developer as provided in the
20 Easement;

21 (4) encroachments that are or will be permitted (including but not limited to those
22 encroachments to be included in the Master Encroachment Permit), not permitted, or both, are
23 excluded from acceptance;

24 (5) the acceptance of the streets does not obviate, amend, alter, or in any way
25 affect existing maintenance agreements between the City and parties to such agreements; and

1 (6) acceptance of Subdivider's conditional assignment of all warranties and
2 guaranties to the City related to the construction of the Public Infrastructure and its warranty
3 obligations under the Street Improvement Permit.

4 (k) In the PW Order, the Director also recommends establishment of official public
5 right-of-way widths, sidewalk widths, and street grades on portions of the streets in
6 accordance with Map A-17-231 and Drawing Q-20-1210. Further, the Director recommends
7 that the Board amend Ordinance No. 1061 entitled "Regulating the Width of Sidewalks,"
8 regarding official sidewalk widths in accordance with Drawing Q-20-1210.

9 (l) In the PW Order, the Director also recommends that the Board delegate authority to
10 the Director, in consultation with applicable City agencies, to approve and accept the
11 Subphase 2C Public Infrastructure, including sidewalks and utilities in the public right-of-way
12 surrounding Parcel B as shown on Final Map 9610, one full block of newly constructed public
13 right-of-way in Arkansas Street between 25th and 26th Streets, and other infrastructure as
14 described in the order ("Deferred Infrastructure"), once it has been completed to the
15 satisfaction of the Director.

16 (m) Street trees and related infrastructure adjacent to and surrounding Parcel A, as
17 shown on Final Map 9610 ("Parcel A Street Trees") are also being deferred and will be
18 addressed administratively as an amendment to the project, as described in the PW Order.

19 (n) The PW Order also includes a diagram showing the location of the streets that are
20 designated for City acceptance of maintenance and liability in this legislation, encompassing
21 portions of the Streets, as well as the location of the Off-Site Improvements. The Public
22 Infrastructure includes a new one-block length of Arkansas Street and improvements to the
23 previously dedicated public right-of-ways in 25th, 26th, Connecticut, and Wisconsin Streets,
24 and includes the Off-Site Improvements, which Public Infrastructure is now ready for
25 acceptance for purposes of City maintenance and liability. The PW Order, A-Map, Q-Drawing,

1 and the diagram referenced in the above subsections (1)(j) through (1)(n) are on file with the
2 Clerk of the Board in File No. 250656 and incorporated herein by reference.

3 (o) The Director of Property, in a letter dated June 12, 2025, recommended that the
4 City accept the quitclaim deed for Parcels C and D and an amended Easement for the Off-
5 Site Improvements. A copy of the letter is on file with the Clerk of the Board in File No. 250656
6 and incorporated herein by reference.

7
8 Section 2. Environmental and Land Use Findings.

9 (a) In a letter dated April 9, 2025, the Planning Department determined that the
10 acceptance of the Public Infrastructure, including acceptance of the real property associated
11 with this Infrastructure, and associated actions comply with the California Environmental
12 Quality Act (CEQA). For purposes of this ordinance, the Board adopts these findings as its
13 own. A copy of this letter is on file with the Clerk of the Board in File No. 250656 and
14 incorporated by reference herein.

15 (b) In the same letter, the Planning Department determined that the acceptance of the
16 Public Infrastructure, including acceptance of the real property associated with this Public
17 Infrastructure, and associated actions are, on balance, in conformity with the General Plan
18 and eight priority policies of Planning Code Section 101.1. For purposes of this ordinance, the
19 Board adopts these findings as its own.

20
21 Section 3. Public Works Actions.

22 The Board has reviewed and approves PW Order No. 211755, including the Director's
23 recommendations, as referenced in Section 1 of this ordinance, concerning the acceptance of
24 Public Infrastructure, and other actions set forth in the PW Order.

1 Section 4. Acceptance of Public Infrastructure and Assumption of Maintenance and
2 Liability Responsibilities.

3 (a) Pursuant to California Streets and Highways Code Section 1806 and San
4 Francisco Administrative Code Sections 1.51 et seq., the Board hereby accepts the Offer of
5 Improvements (excluding any private encroachments as identified therein) and dedicates the
6 Public Infrastructure, including the Off-Site Improvements, for public use.

7 (b) The Board hereby accepts the Offer of Dedication for Parcels C and D and their
8 associated quitclaim deed and authorizes the Director of Property to execute and record said
9 deed.

10 (c) The Board hereby designates or re-designates the Streets for street and roadway
11 purposes and accepts the Streets into the City's street system.

12 (d) The Board hereby accepts the Public Infrastructure, including the Off-Site
13 Improvements, for City maintenance and liability purposes.

14 (e) The Board's acceptance of the Public Infrastructure identified in subsections 4(a)
15 through (4)(d) above is subject to the following conditions:

16 (1) The portions of Streets being accepted for street and roadway purposes are
17 constructed from back of sidewalk to back of sidewalk, unless specified otherwise or as
18 shown on the permit materials for the Public Infrastructure.

19 (2) Acceptance of the Public Infrastructure for City maintenance and liability
20 purposes is from back of curb to back of curb, unless specified otherwise, and sidewalk
21 maintenance is the responsibility of adjacent property owners or encroachment permittees in
22 accordance with the Public Works Code.

23 (3) Acceptance of the Off-Site Improvements for City maintenance and liability
24 purposes is as described in the Offer of Improvements; and maintenance and liability for the
25

1 building housing the switchgear room is the responsibility of the Developer as provided in the
2 Easement.

3 (4) Encroachments that are or will be permitted (including the Master
4 Encroachment Permit), not permitted, or both, are excluded from acceptance.

5 (5) The acceptance of the Public Infrastructure does not obviate, amend, alter,
6 or in any way affect existing maintenance agreements between the City and parties to such
7 agreements.

8 (6) Subdivider's conditional assignment of all warranties and guaranties to the
9 City related to the construction of the Public Infrastructure and their warranty obligations.
10

11 Section 5. Establishment of Public Right-of-Way Widths, Sidewalk Widths, and Street
12 Grades.

13 (a) In accordance with the PW Order, the Board hereby establishes the official public
14 right-of-way widths for portion of 25th, Arkansas, and Connecticut Streets, as shown on Public
15 Works Map A-17-231.

16 (b) In accordance with the PW Order, Ordinance No. 1061, entitled "Regulating the
17 Width of Sidewalks," a copy of which is in the Clerk of the Board Book of General Ordinances,
18 in effect May 11, 1910, is hereby amended by adding a new section, Section 1646, to read as
19 follows:

20 Section 1646. The width of sidewalks on portions of 25th Street, 26th Street, Arkansas Street,
21 Connecticut Street, and Wisconsin Street, shall be established as shown on the Public Works Drawing
22 Q-20-1210.

23 (c) The sidewalk widths established herein do not obviate, amend, alter, or in any
24 other way affect the maintenance obligations of the adjacent property owners or
25 encroachment permittees as set forth in the Public Works Code.

1 (d) Notwithstanding California Streets and Highways Code Sections 8000 et seq., the
2 Board, in accordance with Administrative Code Sections 1.51 et seq., chooses to follow the
3 City's own procedures for the establishment of street grades. The Board hereby establishes
4 the street grades for portions 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets, as
5 set forth in Public Works Drawing Q-20-1210.

6 (e) The Board hereby directs Public Works to revise the Official Public Right-of-Way,
7 Sidewalk Width, and Street Grade maps in accordance with this ordinance.

8
9 Section 6. Delegation to Approve and Accept Deferred Infrastructure.

10 In regard to the Deferred Infrastructure, the Board of Supervisors hereby delegates
11 authority to the Director, in consultation with applicable City agencies, to approve and accept
12 the finalized Deferred Infrastructure once it is complete to the satisfaction of the Director.

13
14 Section 7. Authorization for Implementation.

15 The Mayor, Clerk of the Board of Supervisors, Director of the Property, and Director
16 are hereby authorized and directed to take any and all actions which they or the City Attorney
17 may deem necessary or advisable in order to effectuate the purpose and intent of this
18 ordinance, including, but not limited to, approving any amended offers of improvements based
19 on as-built conditions, signing and recording the quitclaim deed for Parcels C and D, and filing
20 of the ordinance, A-17 Map, and Q-20 Drawing in the Official Records of the City.

21
22 Section 8. Effective Date.

23 This ordinance shall become effective 30 days after enactment. Enactment occurs
24 when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not
25

1 sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the
2 Mayor's veto of the ordinance.

3
4 APPROVED AS TO FORM:
5 DAVID CHIU, City Attorney

6 By: /s/ JOHN D. MALAMUT
7 JOHN D. MALAMUT
8 Deputy City Attorney

9
10 n:\legana\as2025\1700204\01840576.docx
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

LEGISLATIVE DIGEST

[Potrero HOPE SF - Street and Public Infrastructure Acceptance for Phase 2 - Establishing Official Public Right-of-Way and Sidewalk Widths and Street Grades]

Ordinance accepting irrevocable offers of public infrastructure associated with the Potrero HOPE SF Project, Phase 2, including improvements located within portions of 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets, and improvements associated with a new switchgear within a building, and an offer of dedication for real property underlying portions of 25th, Arkansas, and Connecticut Streets; dedicating this public infrastructure for public use; designating the public infrastructure for public street and roadway purposes; accepting the public infrastructure for City maintenance and liability purposes, subject to specified limitations; establishing official public right-of-way widths and street grades; amending Ordinance No. 1061 entitled “Regulating the Width of Sidewalks” to establish official sidewalk widths on 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets; accepting a Public Works Order recommending various actions regarding the public infrastructure; delegating limited authority to the Public Works Director to accept specified infrastructure; authorizing official acts, as defined, in connection with this Ordinance; adopting findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1

Existing Law

The Board of Supervisors passed Ordinance No. 015-17, which approved a Development Agreement for the Potrero HOPE SF project (“Potrero HOPE”), a multi-phase development project that includes the complete rebuilding of the existing Potrero Terrace and Annex public housing sites owned by the Housing Authority of the City and County of San Francisco (“SFHA”). That Ordinance and related legislation established a process by which Bridge-Potrero Community Associates LLC or its affiliate(s) (“Developer”) would construct specified public infrastructure and dedicate this infrastructure to the City. Upon dedication, the City would initiate the local and State law procedures to establish the street areas as open public right-of-way, accept the areas for City maintenance and liability purposes, subject to certain limitations, and take related actions. In addition, Board of Supervisors’ Ordinance No. 1061 established the official sidewalk widths throughout San Francisco. Ordinance No. 1061 is uncodified, but can be located in the Clerk of the Board of Supervisors Book of General Ordinances, in effect May 11, 1910, which is on file with the Clerk of the Board of Supervisors.

Amendments to Current Law

This legislation would accept offers of dedication for public infrastructure including various street improvements that comprise portions of 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets and real property for new public right-of-way on Arkansas Street and at the corner of 25th and Connecticut Streets. The public infrastructure generally includes street and

sidewalk paving, curbs, underground utilities, streetlights, and related facilities. The Ordinance also would declare the street right-of-way open to the public; dedicate the public infrastructure to public use and designate it for street and roadway purposes; and accept the public infrastructure for maintenance and liability purposes, subject to specified limitations. The legislation also would establish official right-of-way as shown on Map A-17-231; establish official street grades and sidewalk widths as shown on Drawing Q-20-1210; and amend Board of Supervisors Ordinance No. 1061 on sidewalk widths consistent with Drawing Q-20-1210. This legislation would authorize various City departments to take official acts in connection with this Ordinance, including a delegation to the Public Works Director to accept specified deferred infrastructure. These legislative actions would be in accordance with the procedures established in applicable local and State law to accept streets for City maintenance and liability. This Ordinance would make certain findings related to the legislation, including environmental findings, findings that the legislation is consistent with the General Plan, and the priority policy findings of Planning Code Section 101.1.

Background Information

This legislation would help facilitate Phase 2 of the Potrero HOPE project, a public housing transformation collaborative effort aimed at disrupting intergenerational poverty, reducing social isolation, and creating vibrant mixed-income communities without mass displacement of current residents.

n:\legana\as2025\1700204\01826348.docx



POTRERO HOPE SF INFRASTRUCTURE PHASE II ACCEPTANCE

LAND USE AND
TRANSPORTATION COMMITTEE
JULY 14, 2025

ANDREW STRONG, PROJECT MANAGER

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT



Item #3
File #250656

Ordinance accepting offers of public infrastructure associated with Potrero HOPE SF Project Phase 2

Proposed for consideration today:

Recommend the Board of Supervisors accept Public Infrastructure for City maintenance and liability, dedicate to public use, and designate for street and roadway purposes; accept real property underlying 25th, Arkansas and Connecticut Streets; Establish official public right-of-way widths and street grades

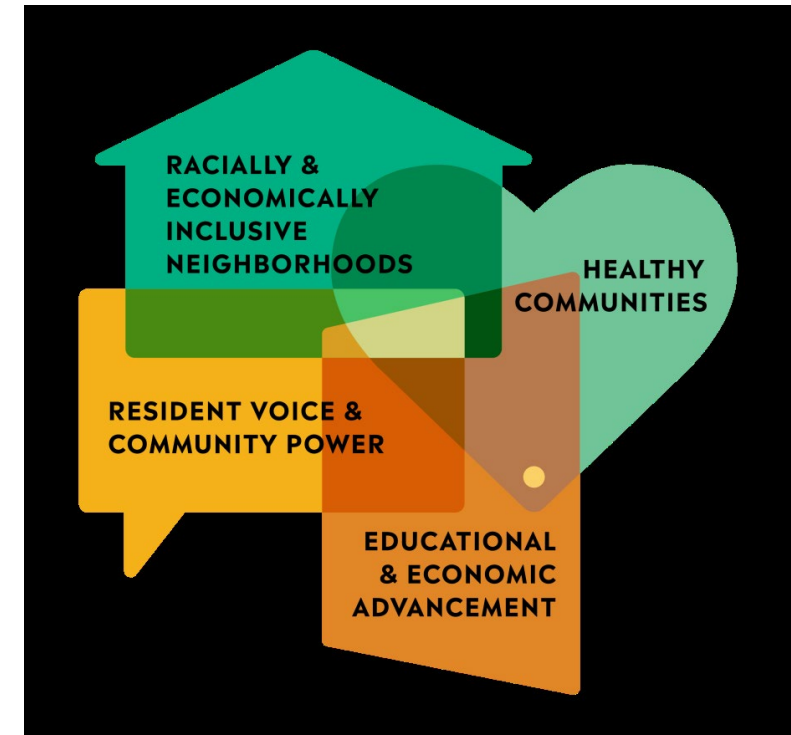
**POTRERO HOPE SF INFRASTRUCTURE PHASE II
LAND USE AND TRANSPORTATION COMMITTEE AGENDA ITEM**

HOPE SF

Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment, spanning five mayoral administrations. HOPE SF is the nation's first large-scale community development and reparations initiative aimed at creating vibrant, inclusive mixed-income communities without mass displacement of the original residents.

Hunters View, Sunnydale, Potrero & Potrero Annex, and Alice Griffith, the four HOPE SF sites, share the goal of eradicating intergenerational poverty by:

- Ensuring No Loss of Public Housing.
- Creating an Economically Integrated Community.
- Maximizing the Creation of New Affordable Housing.
- Involving Residents in the Highest Levels of Participation in the Entire Project.
- Providing Economic Opportunities through the Rebuilding Process.
- Integrating Process with Neighborhood Improvement Revitalization Plans.
- Creating Economically Sustainable and Accessible Communities.
- Building a Strong Sense of Community.



POTRERO HOPE SF

- Development Sponsor is BRIDGE Housing
- Active redevelopment of the existing Potrero Terrace and Annex Housing Authority Site
- ~1,700 residential units
 - 619 replacement units
 - 200 additional affordable units
 - 800 market rate units
- New streets, utilities, and infrastructure
- 3.5 acres of new open space
- 45,000 square feet of new neighborhood-serving retail and community spaces
- Phase II Block B received TCO June 2025
- Phase III demolition anticipated Fall 2025



**Potrero HOPE
SF Master Plan**

**EVE Community Village (Phase II Block B)
TCO received June 2025, active lease up**

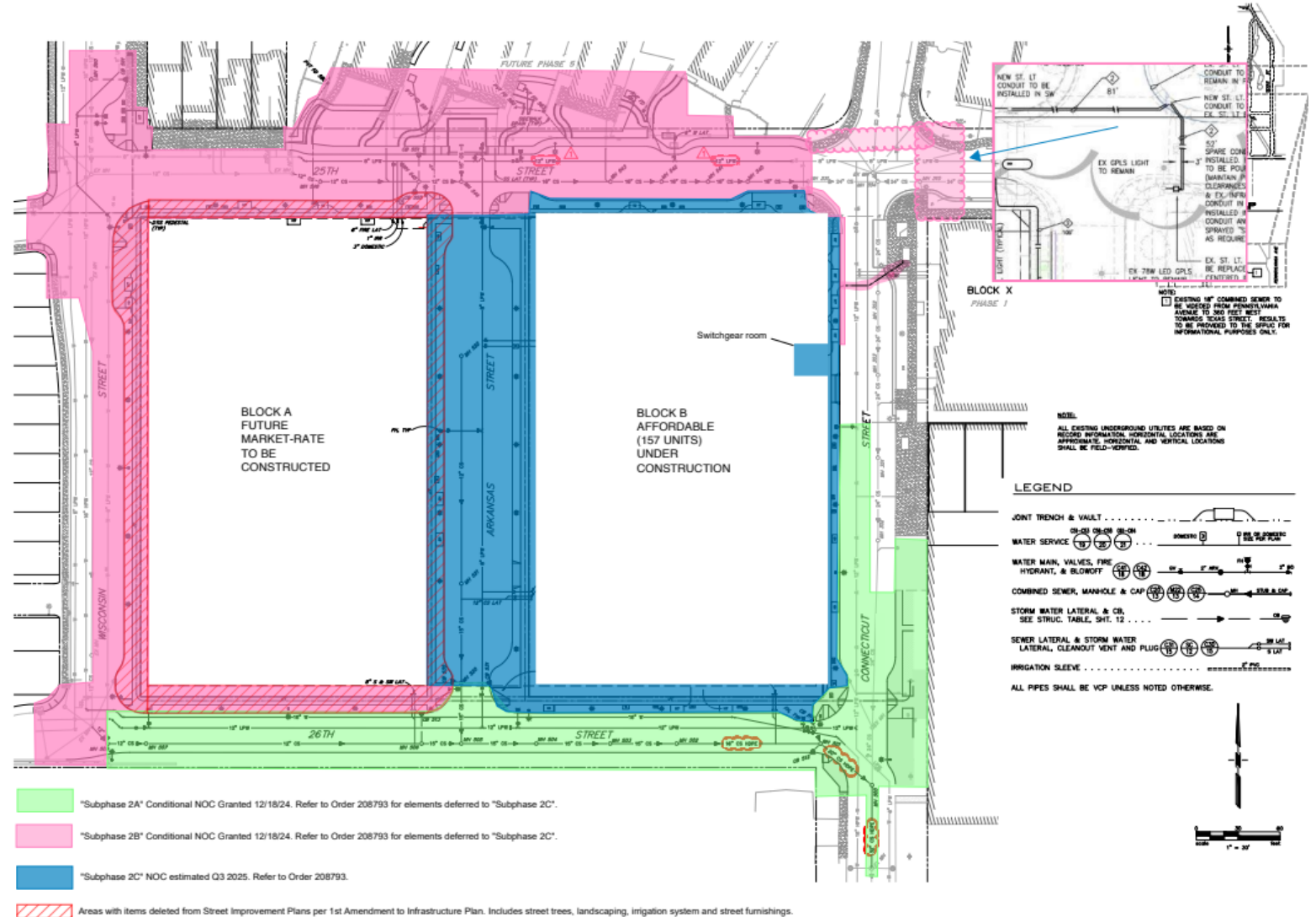


PHASE IIA/IIB/IIC INFRASTRUCTURE IMPROVEMENTS

- Includes streets, sidewalks, curb ramps, sewer, water, streetlights, trees, bike parking racks, switchgear improvements and easement within Block B
- New public street, Arkansas Street, between Blocks A and B
- Ordinance includes limited delegation of authority to Director of Public Works to accept Phase IIC improvements once complete, anticipated in Q3 2025

TIMELINE

- Horizontal construction:
Spring 2021 – Summer 2025
 - Completion of Phase IIC improvements August 2025
- Vertical Construction:
Block B (Affordable) Fall 2022 – Summer 2025
Block A (Market-Rate) TBD





Thank you



San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 211755

Recommending the acceptance of an irrevocable offer of public improvements associated with the Potrero HOPE SF Project, Phase 2, including improvements located within portions of 25th Street, 26th Street, Wisconsin Street, Arkansas Street and Connecticut Street, and improvements associated with a new switchgear within a building and an offer of dedication for real property underlying Arkansas, 25th Street, and Connecticut Streets; dedication of the public infrastructure for public use; designation of the public infrastructure for public street and roadway purposes, as specified; acceptance of the public infrastructure for City maintenance and liability purposes, subject to specified limitations; delegation of authority to the Public Works Director to accept deferred infrastructure and documentation, upon completion of such deferred infrastructure; establishment of official street grades, sidewalk, and public right-of-way widths, as specified.

Background and Findings

The Public Works Director (“Director”) acknowledges the following facts and makes the findings set forth below in support of the decisions and recommendations in this Order:

1. This Order shall be dated for reference purposes as June 4, 2025.
2. The Potrero HOPE SF Phase 2 Project area is generally bounded by 25th Street to the north, 26th Street to the south, Wisconsin Street to the west, and Connecticut Street to the east. The infrastructure being offered for acceptance as described below includes improvements located within portions of 25th Street, 26th Street, Wisconsin Street, Arkansas Street and Connecticut Street, and certain offsite improvements located outside of the public right-of-way, as shown on Exhibit A, attached hereto, and further described below.
3. The Project site is owned by the Housing Authority of the City and County of San Francisco (“SFHA”), which is providing various approvals and real estate transfers to facilitate the Project and other phases of the Potrero HOPE SF project development (“Potrero HOPE”). Potrero HOPE includes the complete rebuilding of the existing SFHA Potrero Terrace and Annex parcels and the surrounding streets through the City’s HOPE SF Program and will consist of up to 1,700 residential units (including approximately 800 affordable units and 800 market-rate units), retail and community spaces, open space, new streets, utilities, and other infrastructure. Potrero HOPE is planned to proceed in multiple phases in a northward progression. Potrero HOPE is an approximate 38-acre irregularly shaped site, bounded by 23rd Street and Missouri Street to the north, Texas Street to the east, 25th and 26th Street to the south, and Wisconsin Street to the west.

4. This Potrero HOPE SF Project is subject to a Development Agreement between the City and County of San Francisco ("City"), SFHA, and Bridge-Potrero Community Associates LLC ("Subdivider"), recorded in the Official Records of the City and County of San Francisco on March 3, 2017 as Document No. 2017-K416603-00 and approved by the Board of Supervisors through the passage of Ordinance No. 15-17 ("Development Agreement"). The Development Agreement includes, as Exhibit P, the Potrero HOPE Master Infrastructure Plan ("Infrastructure Plan"), which describes the scope and phases of the public infrastructure that the Subdivider will construct.
5. On February 12, 2021, in Public Works Order No. 204335, the Director approved certain exceptions to the Subdivision Regulations in connection with the improvements constructed for the project.
6. In Public Works Order No. 204702, the Director recommended that the Board of Supervisors approve Final Map No. 9610, the map including this Phase 2.
7. On May 11, 2021, the Board of Supervisors approved Final Map No. 9610 for the project in Motion No. M21-079, resulting in two lots for housing, and two lots dedicated to the City as Public Right-of-Way. In the same motion, the Board of Supervisors approved the Public Improvement Agreement between the City and Subdivider and authorized the Director and the City Attorney to execute and file the Public Improvement Agreement. The Board of Supervisors also conditionally accepted the offer of dedication and offer of improvements, subject to completion and further Board of Supervisors action. Final Map No. 9610 concerns Phase 2 of Potrero HOPE, which includes infrastructure that is being completed in three subphases, referred to as Subphases 2A, 2B, and 2C.
8. In conjunction with Final Map No. 9610, Subdivider irrevocably offered the Public Infrastructure associated with the Project to the City, as clarified and supplemented by its Amended and Restated Offer of Improvements (the "Offer of Improvements"). Public Works, in Street Improvement Permit No. 21IE-00075, dated February 12, 2021, approved construction of the improvements identified in the Offer of Improvements for City acceptance (collectively, "Public Infrastructure") as well as improvements that will be maintained as private encroachments. Generally, the infrastructure includes street and sidewalk paving, curbs, underground utilities, streetlights, and related facilities.
9. The Public Infrastructure also includes San Francisco Public Utilities Commission ("SFPUC") infrastructure associated with a new switchgear to support power for the Project, more specifically described in the Offer of Improvements (collectively, the "Off-Site Improvements"). The Off-Site Improvements are located outside of the proposed public rights-of-way, located in and adjacent to a new switchgear room in the building on Parcel B, which parcel is owned by SFHA and leased by Potrero Housing Associates II, L.P. ("Developer"). The Off-Site Improvements will be accessed via an easement agreement between SFHA, Developer, and the City, as amended ("Easement"). The Director of the Real Estate Division ("Director of Property") approved an Easement

Agreement and Declaration of Restrictions in conjunction with Final Map No. 9610, recorded in the Official Records of the City on July 21, 2021, as Document No. 2021111532. The Director of Property will approve any necessary amendments to the Easement administratively prior to the City's acceptance of the Public Infrastructure.

10. In an Irrevocable Offer of Dedication, including a quitclaim deed (the "Offer of Dedication"), SFHA offered the real property identified on Final Map No. 9610 as Parcels C and D for new streets and sidewalks. Parcel C underlies a newly constructed one-block length of Arkansas Street. Parcel D is a small, triangular-shaped lot at the southwest corner of the intersection of 25th and Connecticut Streets that underlies a portion of the sidewalk.
11. On October 30, 2023, in Public Works Order No. 208793, the Director conditionally approved certain requests for exceptions to the San Francisco Subdivision Regulations and Code, allowing deferral of certain scopes of work and documentation typically required prior to issuance of a Notice of Completion and consideration for Board of Supervisors formal acceptance, including sidewalks and utilities in the public right-of-way surrounding Parcel B as shown on Final Map 9610, one full block of newly constructed public right-of-way in Arkansas Street between 25th and 26th Streets, and other infrastructure as described in the Order ("Deferred Infrastructure") to be completed in a subsequent Notice of Completion for Subphase 2C. That order set forth the conditions of approval of the deferral, including criteria for when the Deferred Infrastructure must be completed. The Director recommends that the Board delegate authority to the Director, in consultation with applicable City agencies, to approve and accept the Subphase 2C Deferred Infrastructure once it has been completed to the satisfaction of the Director and the City Engineer. Public Works Order No. 208793 is attached to this Order and incorporated herein by this reference.
12. On December 18, 2024, Public Works completed inspection of the Phase 2 Public Infrastructure and the City Engineer, by issuance of a Conditional Notice of Completion for a portion of improvements defined as Subphases 2A and 2B, determined the Public Infrastructure to be complete in accordance with the Improvement Plans and Specifications shown in Street Improvement Permit No. 21IE-00075, as modified by Instructional Bulletins #1 through #4, and all City codes, regulations, and standards governing this infrastructure, subject to certain conditions. In doing so, the City Engineer also certified that the Phase 2 subphase 2A and 2B Public Infrastructure is ready for its intended use.
13. A portion of the infrastructure constructed or installed within public right-of-way pursuant to Street Improvement Permit No. 21IE-00075 will be maintained by the Subdivider as encroachments, generally described as but not limited to: (a) Cobble stones and pavers, (b) Benches, (c) Landscaping, including plantings, irrigation, tree well pavers, landscape islands, and large granite blocks, (d) Temporary walkways to existing buildings, including asphalt walkway, railing, and header, (e) Retaining walls, (f) Drainage facilities, including

temporary drainage feature and storm drain lateral and trap maintenance, and (g) Community Gardens, all of which are more particularly described in the proposed Global Major Encroachment Permit ("Potrero HOPE SF GMEP"). The encroachments do not constitute a portion of the Public Infrastructure, and the City will not accept such encroachments. The Board of Supervisors shall consider the approval of such encroachments through a Master Encroachment Permit via a separate Board of Supervisors action and the encroachments will remain the responsibility of the Subdivider for maintenance and liability.

14. A portion of the improvements installed or constructed pursuant to Street Improvement Permit No. 21IE-00075 are utility facilities that have been transferred from the Subdivider to third party utility providers. These transfers are documented by bills of sale on file at the Department of Public Works. These utility facilities are owned by the third-party utility providers and are not included in the Phase 2 Public Infrastructure proposed for City acceptance.
15. A portion of the work that would have been included in subphase 2C is being removed from Phase 2 via an amendment to the Infrastructure Plan, due to the delay in development of Block A. At this time, it is not known when the vertical development of Block A will begin. Because the irrigation system for proposed street trees and landscaping will rely on the electrical service to be installed with the Block A vertical development, and without it the street trees and landscaping will not be viable, the Director has approved an amendment to the Infrastructure Plan to allow street trees, irrigation, landscaping, street furnishings and related infrastructure adjacent to and surrounding Block A ("Block A Street Trees") to be completed after the acceptance of the Phase 2 Public Infrastructure. Accordingly, the Block A Street Trees are no longer required as part of the Phase 2 Public Infrastructure, are excluded from both the Public Infrastructure and the Deferred Infrastructure described in this Order and are not being recommended for Board of Supervisor's acceptance at this time.
16. The Director recommends and the City Engineer certifies to the Board of Supervisors that the Phase 2 Public Infrastructure as shown in Street Improvement Permit No. 21IE-00075, as modified by Instructional Bulletins #1 through #4, be accepted for public use. The Director also recommends that the Board of Supervisors accept the Phase 2 Public Infrastructure for City maintenance and liability purposes in accordance with Streets and Highways Code Sections 1806 and San Francisco Administrative Code 1.51 et seq. and subject to the exceptions specified herein.
17. The official public right-of-way widths for the applicable portions of Arkansas Street and sidewalk widths established as shown on Drawing Q-20-1210 do not obviate, amend, alter, or in any other way affect the maintenance obligations of the adjacent property owners as set forth in the Public Works Code or as set forth in any agreement or permit regarding maintenance obligations.
18. Map A-17-231 shows the rights-of-way, and applicable portions of 25th, Arkansas, and Connecticut Streets, being offered for dedication and acceptance.

19. In a letter dated April 9, 2025, the Planning Department affirmed that the acceptance of the Public Infrastructure, including improvements and real property associated with the Phase 2 Public Infrastructure, and associated actions are, on balance, in conformity with the General Plan and Planning Code Section 101.1 and comply with the California Environmental Quality Act (CEQA).

NOW THEREFORE BE IT ORDERED THAT,

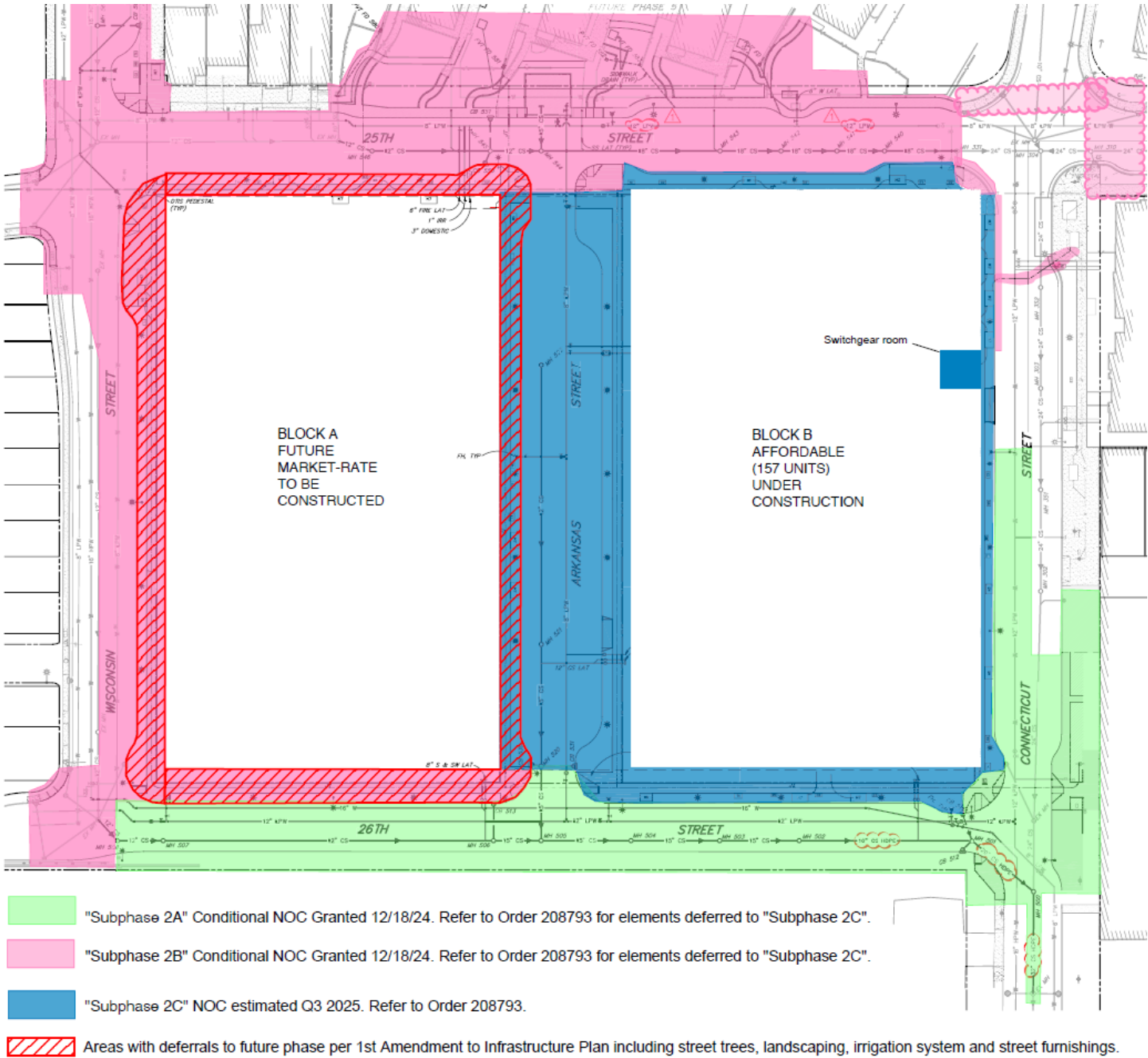
- A. The Director approves all of the following documents referenced herein:
1. Amended and Restated Offer of Improvements for Phase 2 Public Infrastructure
 2. Offer of Dedication for Parcels C and D of Final Map 9610 (SFHA to City)
 3. Quitclaim Deed for Parcels C and D of Final Map 9610 (SFHA to City)
 4. Form of Ordinance to accept the Phase 2 Public Infrastructure and delegate authority to Director of Public Works for acceptance of Deferred Infrastructure
 5. Official Street Dedication and Grade Map A-17-231
 6. Official Sidewalk and Roadway Width Drawing Q-20-1210
- B. The Director and the City Engineer recommend that the Board of Supervisors approve the legislation to accept the Offer of Dedication for Parcels C and D of Final Map 9610 and the associated quitclaim deed and authorize the Director of Property to execute, and record said deed. Hereinafter, the Director's recommendation also includes the City Engineer's certification of actions under the City Engineer's authority.
- C. The Director further recommends that the Board of Supervisors approve the legislation to accept the Offer of Improvements for the Phase 2 Public Infrastructure and dedicate this public infrastructure for public use, subject to the exceptions identified below.
- D. The Director further recommends that the Board of Supervisors approve the legislation to accept the Public Infrastructure for City maintenance and liability, and regarding the street areas, designate it as open public right-of-way for street and roadway purposes, subject to the following conditions:
1. The portions of streets being designated as open public right-of-way for street and roadway purposes are from back of sidewalk to back of sidewalk, unless specified otherwise or as shown on the plans and specifications for the Public Infrastructure;
 2. Acceptance of the Public Infrastructure for City maintenance and liability purposes is from back of curb to back of curb, unless specified otherwise, and sidewalk maintenance is the responsibility of the adjacent property owners in accordance with the Public Works Code;
 3. Acceptance of the Off-Site Improvements for City maintenance and liability purposes is as described in the Offer of Improvements; and maintenance and liability for the building that houses the switchgear room is the responsibility of the Developer as provided in the Easement;

4. Encroachments that are or will be permitted (including but not limited to those encroachments to be included in a Master Encroachment Permit), not permitted, or both, are excluded from acceptance;
 5. The acceptance of the streets does not obviate, amend, alter, or in any way affect existing maintenance agreements between the City and parties to such agreements, and;
 6. Acceptance of Subdivider's conditional assignment of all warranties and guaranties to the City related to the construction of the Public Infrastructure and its warranty obligations under Street Improvement Permit No. 21IE-00075.
- E. The Director further recommends that the Board delegate authority to the Director, in consultation with applicable City agencies, to approve and accept the Deferred Infrastructure deferred through Order 208793 once it is complete to the satisfaction of the Director.
- F. The Director further recommends that the Board of Supervisors approve the legislation to establish official public right-of-way widths, sidewalk widths, and street grades on portions of the streets in accordance with Map A-17-231 and Drawing Q-20-1210 and direct Public Works to revise the Official Public Right-of-Way, Sidewalk Width, and Street Grade maps in accordance with the legislation.

Exhibit A

Potrero HOPE SF Phase 2

Area of Public Infrastructure for Acceptance



X

DocuSigned by:
Denny Phan
C907BA0BD82C4E6...

Phan, Denny
Bureau Manager, Infra & Dev Permitting

X

DocuSigned by:
Albert Ko
281DC30E04CF41A...

Ko, Albert J
City Engineer

X

DocuSigned by:
Alaric Degrafinried
8179336C84404A5...

Degrafinried, Alaric
(for) Director of Public Works



San Francisco Public Works
General – Director’s Office
49 South Van Ness Ave., Suite 1600
San Francisco, CA 94103
(628) 271-3160 www.SFPublicWorks.org

Public Works Order No: 208793

Approving Certain Exceptions to the San Francisco Subdivision Code and Subdivision Regulations to Authorize Issuance of a partial Notice of Completion and for the Offer of Improvements for Acceptance and Public Dedication Notwithstanding the Deferral of Completion of Certain Improvements as permitted by Street Improvement Permit No. 21IE-00075.

WHEREAS, Pursuant to the Subdivision Map Act of California, Title 7, Division 2 of the Government Code, commencing with Section 66410, the Board of Supervisors adopted the San Francisco Subdivision Code (referred to hereafter as the “Subdivision Code”) and the Department of Public Works adopted the 2015 Subdivision Regulations through Department of Public Works Order 183447 (the “Regulations”); and

WHEREAS, The Department of Public Works, acting through its Director (“Director”), is the Advisory Agency for all purposes of the Subdivision Code and the Regulations; and

WHEREAS, The Subdivision Code and the Regulations apply to the subdivisions depicted in Final Map No. 9610, recorded July 16, 2021, in Book 51 of Parcel Maps, pp. 167 - 171, as Document No. 2021-111536 of Official Records (“Official Records”) of the City and County of San Francisco (“City”); and

WHEREAS, On December 10, 2015, the Planning Commission, by Motion No. 19529 as lead agency, certified the Final Environmental Impact Report (“FEIR”) for the Potrero HOPE SF Master Plan Project (“Project”), and, on that same day, by Motion No. 19530 adopted certain findings under the California Environmental Quality Act (“CEQA”), including a mitigation monitoring and reporting program (the “MMRP”); and

WHEREAS, On December 10, 2015, the Planning Commission by Motion No. 19531 made findings that the Project and its approvals associated therewith are each on balance, consistent with the General Plan and Planning Code Section 101.1 (The “Consistency Findings”); and

WHEREAS, On February 3, 2017, in Ordinance No. 019-17, the Board of Supervisors affirmed certification of the FEIR, adopted findings under CEQA related to the project, including approval of the MMRP (collectively, the “CEQA Findings”), which CEQA Findings are incorporated herein by reference; and

WHEREAS, On February 1, 2017, by Ordinance No. 15-17, the City approved a Development Agreement between the City, the Housing Authority of the City and County of San Francisco and Bridge-Potrero Community Associates, LLC (“Developer” or “Subdivider”) which is recorded in the Official Records as Document No. 2017-K416603 (the “DA”); and

WHEREAS, Pursuant to the DA, Subdivider is obligated to construct horizontal infrastructure and public improvements (“Required Infrastructure”), and which improvements are more particularly described in the HOPE SF Potrero Master Infrastructure Plan (Exhibit P to the DA) as it may be amended from time to time; and

WHEREAS, Construction of the Required Infrastructure was authorized pursuant to a Public Improvement Agreement by and between Subdivider and the City, entitled Public Improvement Agreement – Potrero Hope SF Phase 2 (the “PIA”) and Street Improvement Permit No. 211E-00075, as amended (the “SIP”); and

WHEREAS, Pursuant to the Code and Section III(A) of the Regulations, the Director may approve exceptions to any of the substantive requirements set forth in the Code and the Regulations; and

WHEREAS, The Subdivision Code generally and the Subdivision Regulations more specifically (see e.g., Appendix A, § VII.D) provide that the City will only consider full, complete and functional public streets for purposes of City maintenance and responsibility; and

WHEREAS, On September 25, 2023, Subdivider submitted a request for eight (8) exceptions to the Code and Regulations to the Director (“Deferral Request Letter”), including for deferral of certain obligations to complete Required Infrastructure, which is attached hereto as Exhibit A. Specifically, Subdivider requests exceptions from the approved and permitted Required Infrastructure described in the SIP and the PIA to defer the completion of certain improvements until a future NOC and acceptance action, all of which are described in the Deferral Request Letter:

- Exception No. 1: Deferral of installation of certain curb, gutter, sidewalk, pavers and one (1) curb ramp around Block B, defer one full block of newly constructed public right-of-way, Arkansas Street, and defer concrete crack repairs around Block B
- Exception No. 2: Deferral of Installation of Certain Street Trees, Irrigation and Basalt Cobblestones
- Exception No. 3: Deferral of Installation of Certain Landscape Improvements and associated Irrigation
- Exception No. 4: Deferral of Installation of Certain Stone Benches and Bike Racks
- Exception No. 5: Deferral of Installation of a portion of SFMTA Roadway Signage and Striping
- Exception No. 6: Deferral of a portion of Permanent Power infrastructure
- Exception No. 7: Deferral of Streetlights and Pedestrian Lights
- Exception No. 8: Deferral of final Record Drawings and Q-20 and A-17 maps

WHEREAS, Collectively, approval of the exceptions to allow for deferral of the installation, completion or operation of the Required Infrastructure as described herein and in the Deferral Request Letter will allow for the Director to issue a Notice of Completion (“NOC”), as described in the Subdivision Code in the PIA for Required Infrastructure completed in compliance with the PIA and the SIP and which is otherwise ready for its intended use; and

WHEREAS, Issuance of the NOC for qualifying Required Infrastructure, subject to approval of the above exceptions, will render the public improvements eligible for consideration for acceptance and public dedication by the City’s Board of Supervisors, as applicable; and

WHEREAS, The Director published notice of a public hearing to consider these requests in accordance with the requirements of the Code and the Regulations; and

WHEREAS, September 27, 2023, the Director held a public hearing to solicit public comment on the requested exceptions and no public comment was received; and

WHEREAS, The actions contemplated in this Public Works Order fall within the scope of the FEIR and the Director of Public Works adopts the CEQA Findings and other findings set forth above for purposes of this Order; and

WHEREAS, No additional environmental review is required because there are no substantial changes to the project analyzed in the FEIR, no changes in circumstances under which the project is being undertaken, and no new information of substantial importance indicating that new significant impacts would occur, that the impacts identified in the FEIR as significant impacts would be substantially more severe, or that mitigation or alternatives previously found infeasible are now feasible; and

WHEREAS, Per Section 1712 of the Subdivision Code, the Director, upon application by a subdivider, and subject to the Subdivision Map Act, may authorize exceptions, waivers or deferrals to any of the requirements set forth in the Subdivision Code or Subdivision Regulations which are not in violation of the Subdivision Map Act, provided that the Director must find: (1) that the application of certain provisions of the Code or the Subdivision Regulations would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations (both as defined in the Subdivision Code); (2) that the granting of such exception, waiver, or deferral will not be contrary to the Project Documents or City Regulations; (3) that the granting of such exception, waiver, or deferral will not be contrary to the Project Documents or City Regulations.

NOW THEREFORE BE IT ORDERED THAT,

The Director finds that granting these eight (8) exceptions is consistent with Subdivision Code Section 1712, as follows:

- That the application of certain provisions of the Subdivision Regulations would result in practical difficulties or unnecessary hardships affecting the property inconsistent with the general purpose and intent of the Project Documents and City Regulations. (Subdivision Code §1712(b)(1).)

The Project is designed to allow for new buildings to be completed, occupied and/or accessible shortly after the completion of adjacent street improvements. Due to the phased nature of the Project and construction sequencing, construction of buildings and the adjacent street improvements may be concurrent, with the limits of work overlapping due to constrained site dimensions, challenging topography and available street space. To facilitate the completion and acceptance of a portion of public improvements that are ready for public use before buildings are completed and occupied and/or accessible, the Subdivider proposes to defer certain incomplete improvements including certain roadway, utilities, curb and gutters, sidewalk, trees and landscape, pavement striping, and other improvements. Deferral of such work will avoid potential damage to the Required Infrastructure and allow completion of deferred work closer to completion of the buildings when they will be needed for public access. Based on the foregoing, it is reasonable to find that application of the Subdivision Regulations to the facts at hand would result in practical difficulties and unnecessary hardship.

- That the granting of the exception, waiver, or deferral will not be materially detrimental to the public welfare or injurious to other property in the area in which said property is situated. (Subdivision Code §1712(b)(2).)

The granting of these exceptions will not be detrimental to the public welfare or injurious to other property because the areas of the deferred improvements will be either fenced off and remain inaccessible to the public, or will be maintained in an interim condition acceptable to the Department of Public Works until improvements are completed and ready for a subsequent Notice of Completion and formal Acceptance process.

- That the granting of such exception, waiver, or deferral will not be contrary to the Project Documents or City Regulations. (Subdivision Code § 1712(b)(3).)

The granting of this exception is consistent with the Project Documents and the City Regulations, as it will facilitate development of the Project consistent with the requirements of the street improvement plans and support the construction of vertical development. The proposed exceptions will not affect the dimensions of the streets or require any modification to the adjacent lots.

- The exception is not in violation of the Map Act. (Subdivision Code § 1712(d).)

The Map Act does not prohibit the Subdivider from offering for acceptance and public dedication streets with certain deferred improvements. The obligation for the City to accept full and complete streets is found in the Subdivision Regulations and the Administrative Code.

Based on the findings described above, the Director conditionally approves Subdivider's requests for exceptions to authorize the deferral of completion, installation, or operation of infrastructure to the extent otherwise required under the Subdivision Code, the Regulations, the PIA and the SIP as more particularly stated below.

Exceptions from Subdivision Code and Regulations and Approved SIP

Request for Exception No. 1 (Deferral of installation of certain curb, gutter, sidewalk, pavers and one (1) curb ramp around Block B, defer one full block of newly constructed public right-of-way, Arkansas Street, and defer concrete crack repairs around Block B)

- a) Subdivider requests to defer construction of portions of concrete curb and gutter, final sidewalk improvements, and underlying utilities along the Block B building frontages of 25th Street, 26th Street and Connecticut Street, as shown on Attachments #1 and #5 of the Deferral Request Letter, until after the first NOC and acceptance of completed public improvements and defer them to a future NOC and acceptance action.

As described in the Deferral Request Letter, completion of the subject curb, gutter and sidewalk improvements adjacent to Block B is not feasible at this time due to adjacent vertical construction project due to challenging topography and potential for damage.

- b) In addition to the above, Subdivider requests to defer installation of one curb ramp at the northeast corner of 26th/Arkansas, as shown on Attachment #1 of the Deferral Request Letter, because the area to be improved is currently in use by the adjacent vertical developer.
- c) Subdivider requests to defer completion and NOC of all public improvements within one full block new Arkansas Street right-of-way defined as APN No. 4285B-005 in Parcel Map PID No. 9610, as shown on Attachment #1 of the Deferral Request Letter, because the area to be improved is currently in use by the

adjacent Block B vertical developer for staging and site access. The improvements will remain closed to the public until they are offered for City acceptance closer to the completion of the Block B vertical buildings, currently anticipated in Q1/Q2 of 2025.

- d) Lastly, Subdivider requests to defer completion of concrete crack mitigation repairs as identified in SFPW punchlist dated 7/20/23 along perimeter streets surrounding Block B as shown in Attachment #7 of the Deferral Request Letter until Subphase 2C construction improvements are completed with a subsequent NOC in 2025. This request to defer punchlist work is an effort to minimize rework in the event concrete surface improvements are further damaged between now and NOC of Subphase 2C.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after issuance of the first NOC and acceptance of associated public improvements, and defer these incomplete improvements to a future NOC and formal acceptance action.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of all deferred improvements until the subsequent NOC and acceptance action, per terms of the PIA.
- Subdivider will maintain an accessible path of travel through and/or around the deferred area with an acceptable walking surface until the final sidewalk improvements are completed including monitoring of the areas identified in SFPW punchlist dated 7/20/23 to ensure concrete cracks within areas opened to the public do not become a tripping hazard to the public.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 2 (Deferral of Installation of Certain Street Trees, Irrigation, Basalt Cobblestones and Edge Restraints):

Subdivider requests to defer installation of street trees and associated irrigation, basalt cobblestones and edge restraints adjacent to both vertical parcels Blocks A and B, and as shown on Attachments #2 and #5 of the Deferral Request Letter, until a future NOC and acceptance action. As described in the Deferral Request Letter, completion of the subject improvements is not feasible at this time due to conflicts with ongoing vertical construction on Block B. In locations where the basalt cobblestones (within tree wells) have not yet been installed, Subdivider will fill in tree wells with decomposed granite or acceptable alternative to ensure a level and accessible path of travel for pedestrians.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of all deferred improvements until the subsequent NOC and acceptance actions when the improvements will be deemed complete, per terms of the PIA.
- Subdivider will maintain an accessible path of travel and ensure empty tree wells are level with adjacent sidewalk improvements.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 3 (Deferral of Installation of Certain Landscape Improvements and associated Irrigation):

Subdivider requests to defer installation of certain landscape improvements and associated irrigation adjacent both vertical parcels Blocks A and B, and as shown on Attachment #2 of the Deferral Request Letter, until a future NOC and acceptance action. As described in the Deferral Request Letter, completion of the subject improvements is not feasible at this time due to conflicts with ongoing vertical construction on Block B. Subdivider will fill in landscape areas with decomposed granite or acceptable alternative to ensure a level and accessible path of travel for pedestrians.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of installing all deferred improvements until the subsequent NOC and acceptance actions when the improvements will be deemed complete, per terms of the PIA.
- Subdivider will maintain an accessible path of travel and ensure empty landscape areas are level with adjacent sidewalk improvements.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 4 (Deferral of Installation of Certain Stone Benches and Bike Racks):

Subdivider requests to defer installation of certain stone benches and bike racks to be installed within the sidewalk adjacent both vertical parcels Blocks A and B, and as shown on Attachment #2 of the Deferral Request Letter, until a future NOC and acceptance action. As described in the Deferral Request Letter, completion of the subject improvements is not feasible at this time due to conflicts with ongoing vertical construction on Block B and potential for damage.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of installing all deferred improvements until the subsequent NOC and acceptance actions when the improvements will be deemed complete, per terms of the PIA.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 5 (Deferral of Installation of a portion of SFMTA Roadway Signage and Striping):

Subdivider requests to defer installation of a portion of final SFMTA road signage and striping as shown in Attachment #3 of the Deferral Request Letter, until a future NOC and acceptance action. As described in the Deferral Request Letter, completion of the subject improvements is not feasible at this time due to conflicts with ongoing vertical construction on Block B and potential for damage.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of installing all deferred improvements until the subsequent NOC and acceptance actions when the improvements will be deemed complete, per terms of the PIA.
- Subdivider will maintain temporary signage and striping to the satisfaction of SFMTA until final signage and striping are installed.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 6 (Deferral of a portion of Permanent Power infrastructure):

Subdivider requests to defer installation, NOC and acceptance of a portion of Permanent Power infrastructure as shown on Attachment #6 of the Deferral Request Letter, until a future NOC and acceptance action. As described in the Deferral Request Letter, completion of the subject improvements is not feasible at this time due to incomplete sections of sidewalk and grade differences between the vertical site and sidewalk preventing

completion of concrete collars around vaults as required by SFPUC. Portions of power infrastructure also cannot be installed until design is finalized and approved by SFPUC and PG&E. Due to the incomplete nature of sidewalk improvements and deferral of Arkansas Street, the SFPUC prefers to defer all power infrastructure except the vaults and conduits identified in Attachment #6 to a future NOC and acceptance package when the system will be complete and ready for beneficial use.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of installing all deferred improvements until the subsequent NOC and acceptance actions when the improvements will be deemed complete, per terms of the PIA.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 7 (Deferral of Streetlights and Pedestrian Lights):

Subdivider requests to defer installation of a portion of and defer NOC and acceptance of all streetlights and pedestrian lights included in the SIP permit and shown on Attachment #4 of the Deferral Request Letter, until a future NOC and acceptance action. As described in the Deferral Request Letter, completion of a portion of streetlights and pedestrian lights is not feasible at this time due to potential conflicts with vertical construction at Block B. Due to the incomplete system of streetlights and pedestrian lights surrounding the site, the SFPUC prefers to defer all streetlights and pedestrian lights to a future NOC and acceptance package when the entire system will be complete. Subdivider will maintain the responsibility for continued maintenance and operation of installed lights to ensure illumination of streets and sidewalks that are open to the public until the lighting system is formally accepted by the City once the system is complete.

Subdivider also requests to defer the final power connection to streetlights, pedestrian lights and irrigation controller(s) until a future NOC. A temporary power service has been provided to supply power to the streetlights, pedestrian lights and irrigation controller(s) and will remain in place until replaced by the permanent power supply.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- The Director will retain adequate security equivalent to 100% of the cost of installing all deferred improvements until the subsequent NOC and acceptance actions when the improvements will be deemed complete, per terms of the PIA.
- Subdivider will operate and maintain the installed portion of the streetlight and pedestrian lighting system consistent with the photometric study approved by SFPUC on 9/11/2023.
- Subdivider will indemnify and hold harmless the City for any claims related to lighting levels and Subdivider's installation and interim operation and maintenance of the streetlight and pedestrian lighting system, in a form acceptable to City.
- Subdivider will coordinate a punch walk with the City and resolve any required repair work.
- Subdivider will schedule final testing of the streetlights, pedestrian lights and irrigation controller(s) after the switchover from temporary to permanent power with City agencies and resolve any required repair work.
- Subdivider will complete the deferred improvements before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.

Request for Exception No. 8 (Deferral of final Record Drawings and Q-20 and A-17 maps):

Due to the nature of the phased NOC request and deferral of work to a future NOC as discussed in Exceptions 1-7 above, the Subdivider requests deferral of the final Record Drawings until a future NOC when all Phase 2 permitted improvements will be complete. Subdivider will be required to submit redlined as-builts marking all permitted changes to plans through Requests for Information, Instructional Bulletins, Field Orders or other means, for City review and approval prior to the first NOC.

Because a portion of curb and gutter and sidewalk surrounding Block B will not be complete at the time of the first NOC and acceptance package, the Subdivider also requests to defer the requirement to submit Q-20 and A-17 maps for the entire phase until a future NOC and acceptance action when these improvements are complete.

Based on the foregoing, the Director approves the requested exception to defer completion of the referenced improvements until after the first NOC and acceptance action, but before TCO of the fronting vertical building affecting completion of the required improvements. These deferred improvements will be part of a second NOC and acceptance action anticipated in 2025.

The exception is approved subject to the following conditions:

- Subdivider will submit and obtain City approval of redlined as-builts marking all permitted changes to plans through Requests for Information, Instructional Bulletins, Field Orders or other means for work included in this first NOC for Subphases 2A and 2B, prior to SFPW granting the first NOC. Redline as-builts will be signed by the Contractor of Record and City Inspector of Record for Subphase 2A and 2B.
- Subdivider will complete the final Record Drawings to a format acceptable to City Departments before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building affecting completion of the required improvements.
- Subdivider will complete the Q-20 and A-17 maps before the vertical developer requests and/or Public Works will sign-off on a Temporary Certificate of Occupancy (TCO) for the fronting vertical building

affecting completion of the required improvements and before requesting for formal acceptance of improvements included within Subphase 2C.

Exhibit A

Deferral Request Letter and Accompanying Attachments

X

DocuSigned by:

Albert Ka

Ko, Albert — 281DC30E04CF41A...

City Engineer and Deputy Director□

X

DocuSigned by:

Carla Short

Short, Carla — 073CF73A4EA6486...

Interim Director of Public Works



BUILDING SUSTAINING LEADING

BRIDGE HOUSING
CORPORATION

BRIDGE PROPERTY
MANAGEMENT COMPANY

BRIDGE ECONOMIC
DEVELOPMENT CORPORATION

September 25, 2023

Carla Short
Interim Director of San Francisco Public Works
City and County of San Francisco
c/o Shawna Gates, Project Manager – SFPW Infrastructure Task Force
49 South Van Ness Ave, 9th Floor
San Francisco, CA 94103

Re: Potrero Phase 2 Infrastructure Subphases 2A, 2B & 2C Street Improvement Plans – SIP #21IE-00075 Request for Exceptions and Deferrals

Dear Interim Director Short:

BRIDGE-Potrero Community Associates, LLC ("BRIDGE") is the Master Developer of the Potrero HOPE SF project and party to the Potrero HOPE SF Development Agreement (as may be amended from time to time, the "DA"), dated March 3, 2017, and recorded in the Official Records of the City and County of San Francisco on March 3, 2017 under Assessor Document No. 2017-K416603-00. Under the DA, the Master Developer is obligated to construct certain Public Infrastructure Improvements. Those Public Infrastructure Improvements include Phase 2 Infrastructure Improvements permitted by San Francisco Public Works ("SFPW") on February 16, 2021 under Street Improvement Permit ("SIP") No. 21IE-00075 ("Phase 2 Required Infrastructure Improvements").

Subdivider is party to the Potrero HOPE SF Phase 2 Public Improvement Agreement ("PIA") recorded July 16, 2021 (Assessor Document No. 2021111535), which requires Subdivider to complete the Phase 2 Required Infrastructure, and which describes the terms for issuance of notices of completion ("NOC") and for Subdivider to offer the Phase 2 Required Infrastructure for acceptance.

Pursuant to Section 4(d) of PIA, the Master Developer is permitted to request exceptions and deferrals from the Subdivision Code and Regulations for certain Phase 2 Required Infrastructure Improvements. This letter serves as the formal request for the following deferrals for Phase 2 Required Infrastructure Improvements as an exception to Subdivision Code Sec 1712 and Subdivision Regulations Appendix A Sec. VII.D and allow for NOC and acceptance of a portion of improvements notwithstanding the deferral

600 CALIFORNIA STREET, SUITE 900, SAN FRANCISCO, CA 94108 TEL: 415.989.1111 FAX: 415.495.4898 BRIDGEHOUSING.COM

2202 30TH STREET, SAN DIEGO, CA 92104 TEL: 619.231.6300 FAX: 619.231.6301

1301 DOVE STREET, SUITE 920, NEWPORT BEACH, CA 92660 TEL: 949.229.7070 FAX: 949.274.7688

38 NW DAVIS STREET, SUITE 450, PORTLAND, OR 97209 TEL: 503.360.1828 FAX: 503.961.8897

1000 SECOND AVENUE, SUITE 1610, SEATTLE, WA 98104 TEL: 206.456.6100

BRIDGE HOUSING IS A NOT-FOR-PROFIT, PUBLIC-BENEFIT CORPORATION

of completion of certain components as further described below.

Please note that the 157-unit, 100% affordable housing vertical development is Block B (Assessor Parcel No. (APN) 4285B-004), and there is a future market-rate parcel, Block A (APN 4285B-003) that will be disposed to and developed by a future developer ("Block A Developer"). These development parcels, including the new public right of way offered for dedication to the City, Arkansas Street (APN 4285B-005), were created via Final Subdivision Parcel Map No. 9610 (Assessor Document No. 2021111536).

The intent of this letter is to request eight (8) exceptions (for deferrals) of certain Phase 2 Required Infrastructure Improvements detailed below allowing for Phase 2 Subphases 2A and 2B (please see Attachment No. 1) to proceed with San Francisco Public Works Notice of Completion (NOC) and City Acceptance ("Acceptance") processes in calendar year (CY) 2023, and deferring Phase 2 Subphase 2C SFPW NOC and Acceptance to Quarter 1 (Q1) or Quarter 2 (Q2) of CY 2025 to align with completion of Block B vertical development which anticipates receiving Temporary Certificate of Occupancy (TCO) by April 2025.

Exception #1 – Street/Roadway, Curb Ramp, Curb and Gutter and Sidewalk & Paver Elements

a. Deferral (Block B) - Sidewalk and Paver Elements

BRIDGE requests to defer construction, NOC and Acceptance of sidewalk and paver elements and all underlying utilities surrounding Block B vertical development (Subphase 2C as depicted in blue in Attachment No. 1), as shown on SIP sheets 6, 9, 28, 30, 31, 38, 40, 41, 44, L1.1-L1.4, and L4.1, and allow Subphases 2A and 2B Required Infrastructure Improvements (depicted in green and pink on Attachment No. 1) to proceed with NOC and Acceptance.

Sidewalk and paver elements within Subphase 2C cannot be constructed until Block B vertical development is completed to avoid damage during ongoing vertical development of Block B. BRIDGE requests to defer installation of Phase 2C sidewalk and paver elements as well as NOC and Acceptance of these elements to Q1 2025 when Block B vertical development site boundaries are completed pursuant to Phase 2 Required Infrastructure Improvements (please see Attachment No. 5).

A portion of curb and gutter along Connecticut Street near the intersection of 25th Street within Subphase 2C cannot be constructed until Block B vertical development is completed to avoid damage during ongoing vertical development of Block B. BRIDGE requests to defer installation of a portion of Phase 2C curb and gutter elements (depicted in blue in Attachment No. 1) as well as NOC and Acceptance of these elements to Q1 2025 when Block B vertical development site boundaries are completed pursuant to Phase 2 Required Infrastructure Improvements.

b. Deferral (Block B) – Curb Ramp at 26th/Arkansas

BRIDGE requests to defer construction, NOC and Acceptance of one curb ramp at the northeast corner of 26th Street and Arkansas Street (a part of Subphase 2C as depicted in Attachment No. 1) until Q1/Q2 2025 when Block B vertical site boundaries are completed and the permanent 26th Street path of travel from Connecticut Street to Arkansas Street will be installed. Subdivider will be responsible for maintaining alternate accessible path of travel along this block until the curb ramp and sidewalk improvements are constructed. The current Potrero Phase 2 SFMTA approved Traffic Control and Logistics Plan will be updated to reflect continuous maintenance of a pedestrian path of travel when this scope of work is under construction in later 2024.

c. Deferral – Arkansas Street (APN 4285B-005)

BRIDGE requests to defer NOC and Acceptance of all surface and subsurface improvements within and fee title for Arkansas Street between 26th Street and 25th Street (a part of Subphase 2C as depicted in Attachment No. 1) including the sidewalks fronting Block A and Block B, as shown in SIP sheets 6 and 38, and allow Subphases 2A and 2B NOC and Acceptance of the Phase 2 Required Infrastructure Improvements. BRIDGE requests to defer NOC and Acceptance of Arkansas Street between 26th Street and 25th Street as Subphase 2C until Block B vertical development is completed due to on-going vertical construction activity, which is anticipated in Q1/Q2 2025.

d. Deferral – Concrete crack repairs – Block B Perimeter

BRIDGE requests to defer NOC and Acceptance of all concrete crack mitigation repairs as identified in SFPW punchlist dated 7/20/23 for all perimeter streets surrounding Block B (Attachment No. 7 highlighted in red) until Subphase 2C construction improvements are completed. Subphase 2C construction improvements are due to on-going vertical construction activity, which is anticipated in Q1 2025.

Exception #2 – Deferral of Street Tree Installation, Landscaping, Irrigation, and Basalt Cobblestones

Deferral (Block A and Block B)

BRIDGE requests an exception to allow for NOC and Acceptance of the Phase 2 Required Infrastructure Improvements for Subphases 2A and 2B without installation of the street trees and associated basalt cobblestones as shown in Attachment No. 2 (please note that irrigation mains (in green area) will be complete with Subphases 2A and 2B as depicted in Attachment No. 5). Irrigation stub outs (depicted in red between green area and blue area) will be the tie in connection point for irrigation line installation during NOC Subphase 2C construction. The portion of pavers and cobblestone scope depicted in Attachment No. 5 in purple along Connecticut St is currently installed and is requested to be accepted under Phase 2A and 2B NOC and Acceptance. Edge restraint installation will be deferred until Q1 2025 and will be installed concurrently with tree and cobblestone installation.

Subphase 2C street trees are preferred to be planted at a later time due to conflicts with on-going vertical construction. As a result, BRIDGE requests to defer the installation of street trees and associated edge restraints and cobblestones fronting Block A and Block B vertical development as shown in Attachments No. 2 and 5 until Q1/Q2 2025 with subsequent NOC and Acceptance of Subphase 2C. Main irrigation and auxiliary plant and tree specific conduit runs are requested to be deferred until Q1 2025 due to conflicts with on-going vertical construction (area highlighted in blue within Attachment No. 5).

In the interim, BRIDGE will temporarily fill all tree wells with decomposed granite or an acceptable alternative to the level of the adjacent sidewalk or pavers.

Exception #3 – Deferral of Landscaping and Irrigation

Deferral (Block A and Block B)

BRIDGE requests an exception to defer installation of landscaping and associated irrigation as depicted in Attachment No. 2 and allow for NOC and Acceptance of Subphases 2A and 2B. Landscaping and associated irrigation is preferred to be installed at a later time due to conflicts with ongoing vertical construction of Block B and risk of damage and interruption of on-going vertical development. Landscaping will be completed in Q1 2025 prior to NOC and Acceptance of Subphase 2C, pursuant to Phase 2 Required Infrastructure Improvements.

In the interim, BRIDGE will temporarily fill the planter areas with decomposed granite or acceptable alternative to the level of the adjacent sidewalk or pavers.

Exception #4 – Deferral of Stone Benches and Bike Racks

Deferral (Block A and Block B)

BRIDGE requests an exception to defer installing site furnishings including stone benches and bike racks, at the locations as depicted in Attachment No. 2 and allow for NOC and Acceptance of Subphase 2A and 2B of Phase 2 Required Infrastructure Improvements without these deferred improvements. The deferred stone benches and bike racks are planned for installation towards the end of Block B vertical development, currently expected in Q1/Q2 2025, as part of Subphase 2C NOC and Acceptance also in Q1/Q2 2025. Please see Attachment No. 2 for planned site furnishings, bench and bike rack locations.

Exception #5 – Deferral of SFMTA Road Signage and Striping

BRIDGE requests an exception to defer remaining portions of final road signage and striping as shown in Attachment No. 3 and allow for conditional NOC and Acceptance of Subphases 2A and 2B of Phase 2 Required Infrastructure Improvements. Final striping and signage for Arkansas Street is requested to be deferred to align with the completion of Block B vertical development, currently expected in Q1/Q2 2025, as part of Subphase 2C NOC and Acceptance.

BRIDGE will maintain temporary signage and striping to the satisfaction of SFMTA until

final signage and striping are installed.

Exception #6 – Deferral of Permanent Power

BRIDGE requests to defer construction, NOC and Acceptance of a portion of SFPUC permanent power elements including certain concrete collars around vaults as required by SFPUC, to Subphase 2C and allow Subphases 2A and 2B Notice of Completion (“NOC”) of the Phase 2 Required Infrastructure Improvements as shown on Attachment 6.

A portion of permanent power elements within Subphase 2C cannot be installed until PG&E and SFPUC final design is finalized (per SFPUC-Power Enterprise, expected March 25, 2024). BRIDGE requests to defer installation to later 2024 pending SFPUC and PG&E final design approval and a decision on one of two construction pathways (1) BRIDGE's general contractor and subcontractor to perform work 100% reimbursed by SFPUC under SFPUC's Umbrella Reimbursement Agreement, or (2) SFPUC to self-perform all work associated with establishing permanent power connection to Potrero interconnection point/Permanent Power Switchgear within Block B; both options include the potential to remove a permanent power vault as depicted on Attachment No. 6, pending ongoing conversations between SFPW and SFPUC. Concrete collar installation around certain vaults is pending progress of vertical construction work and is planned for installation towards the end of Block B vertical development, currently expected in Q1/Q2 2025, as part of Subphase 2C NOC and Acceptance.

Please note SFMTA bus shelter permanent power stub outs are completed at the southwest corner of 25th Street Bus Shelter and the southeast corner of the Wisconsin Street bus shelter.

Exception #7 – Deferral of Streetlights and Pedestrian Lights

BRIDGE requests to defer NOC and Acceptance of all Streetlight and Pedestrian light elements as shown on SIP sheets 58, PuSL1, SL2 and SL3, and allow Subphases 2A and 2B NOC and Acceptance of the Phase 2 Required Infrastructure Improvements in 2023 without these improvements. The streetlight and pedestrian light elements would go through a separate NOC and Acceptance process in Q1/Q2 2025 when Block B vertical development site boundaries are completed pursuant to Phase 2 Required Infrastructure Improvements. Bridge will continue to maintain all active streetlight and pedestrian lights until they are NOC'd and Accepted.

Please note that the current temporary Potrero Phase 2 Streetlight power source is via existing SFPUC power conduit located near the northwestern corner of 25th Street and Arkansas Street. Temporary power circuits to energize Potrero Phase 2 Streetlights and Pedestrian lights will remain active until the energization of the PG&E/SFPUC Wholesale Distribution Tariff (WDT), primary switchgear meter/interconnection point, located within Building A of the Block B vertical development, is completed. Upon PG&E/SFPUC WDT interconnection point permanent power switchgear energization by Q1 2025, Temporary power conduits notated in magenta within the Temporary

Streetlight Circuit Plan (please see Attachment No. 4) will abandon/remain in place, Phase 2 Infrastructure related temporary electrical conductors will be disconnected (or reutilized by SFPUC), and the Permanent Power Circuit for streetlights (also depicted on Attachment No. 4) will be energized via the PG&E/SFPUC WDT interconnection point permanent power switchgear.

Exception #8 – Deferral of final Record Drawings and Q-20 and A-17 maps

BRIDGE requests to defer submission of the final Record Drawings in PDF and CAD format until a future NOC when all Phase 2 permitted improvements will be complete, anticipated in Q1/Q2 of 2025. Prior to the first NOC for Subphases 2A and 2B, BRIDGE will submit redlined as-builts marking all permitted changes to plans through Requests for Information, Instructional Bulletins, Field Orders or other means, for City review and obtain City approval.

BRIDGE also requests to defer submission of Q-20 and A-17 maps for the entire Phase 2 development until a future NOC and Acceptance action when these improvements are complete, because a portion of curb and gutter and sidewalk surrounding Block B will not be complete at the time of the first NOC and acceptance package (as discussed in Exception #1 and reflected on Attachment #1).

Thank you very much for your careful review and consideration of this request. Please do not hesitate to reach out to discuss or if you have questions.

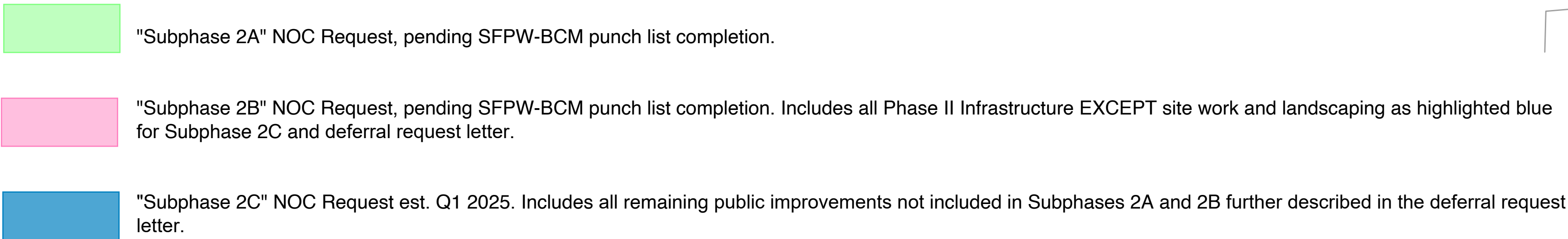
Sincerely,

April Talley
Director of Development – Rebuild Potrero, BRIDGE

Cyrus Hoda
Project Manager – Rebuild Potrero, BRIDGE

Attachments:

Attachment No. 1: Phase 2 Infrastructure Subphasing 2A, 2B, 2C Diagram
Attachment No. 2: Landscaping and Furnishings Deferrals
Attachment No. 3: SFMTA Permanent Striping and Signage Deferrals
Attachment No. 4: SFPUC Streetlight Circuit and SFMTA Bus Shelter Feed
Attachment No. 5: Pavers/Basalt Cobblestones Deferrals
Attachment No. 6: SFPUC Power Deferrals
Attachment No. 7: Crack Repair Deferral



NOTE:

ALL EXISTING UNDERGROUND UTILITIES ARE BASED ON RECORD INFORMATION. HORIZONTAL LOCATIONS ARE APPROXIMATE. HORIZONTAL AND VERTICAL LOCATIONS SHALL BE FIELD-VERIFIED.

JOINT TRENCH & VAULT

CS1-C53 CS6-C58 CS1-C64

WATER SERVICE (19) (20) (21) DOMESTIC [] IRR OR DOMESTIC SIZE PER PLAN

WATER MAIN, VALVES, FIRE HYDRANT, & BLOWOFF (C41 18) (C42 18) GV 2" ARV FH 2" BC

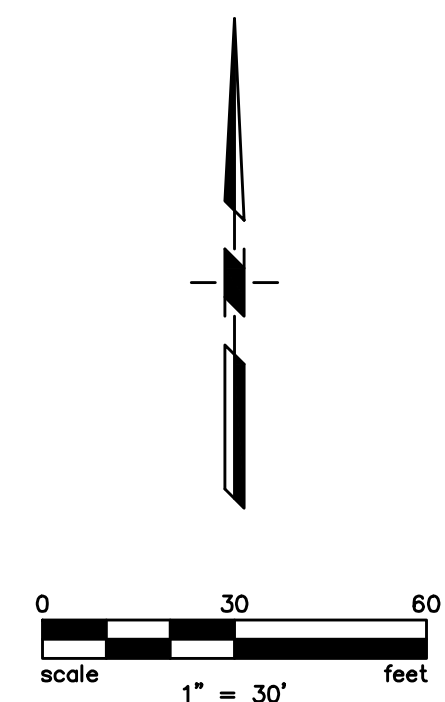
COMBINED SEWER, MANHOLE & CAP (C20 13) (M22 13) (C25 14) MH STUB & CAP

STORM WATER LATERAL & CB, SEE STRUC. TABLE, SHT. 12 CB

SEWER LATERAL & STORM WATER LATERAL, CLEANOUT VENT AND PLUG (C31 15) (SC 12) (C30 15) SW LAT S LAT

IRRIGATION SLEEVE 2" PVC

ALL PIPES SHALL BE VCP UNLESS NOTED OTHERWISE.



Designed by: RRS
 Drawn by: JML
 Checked by: MRH

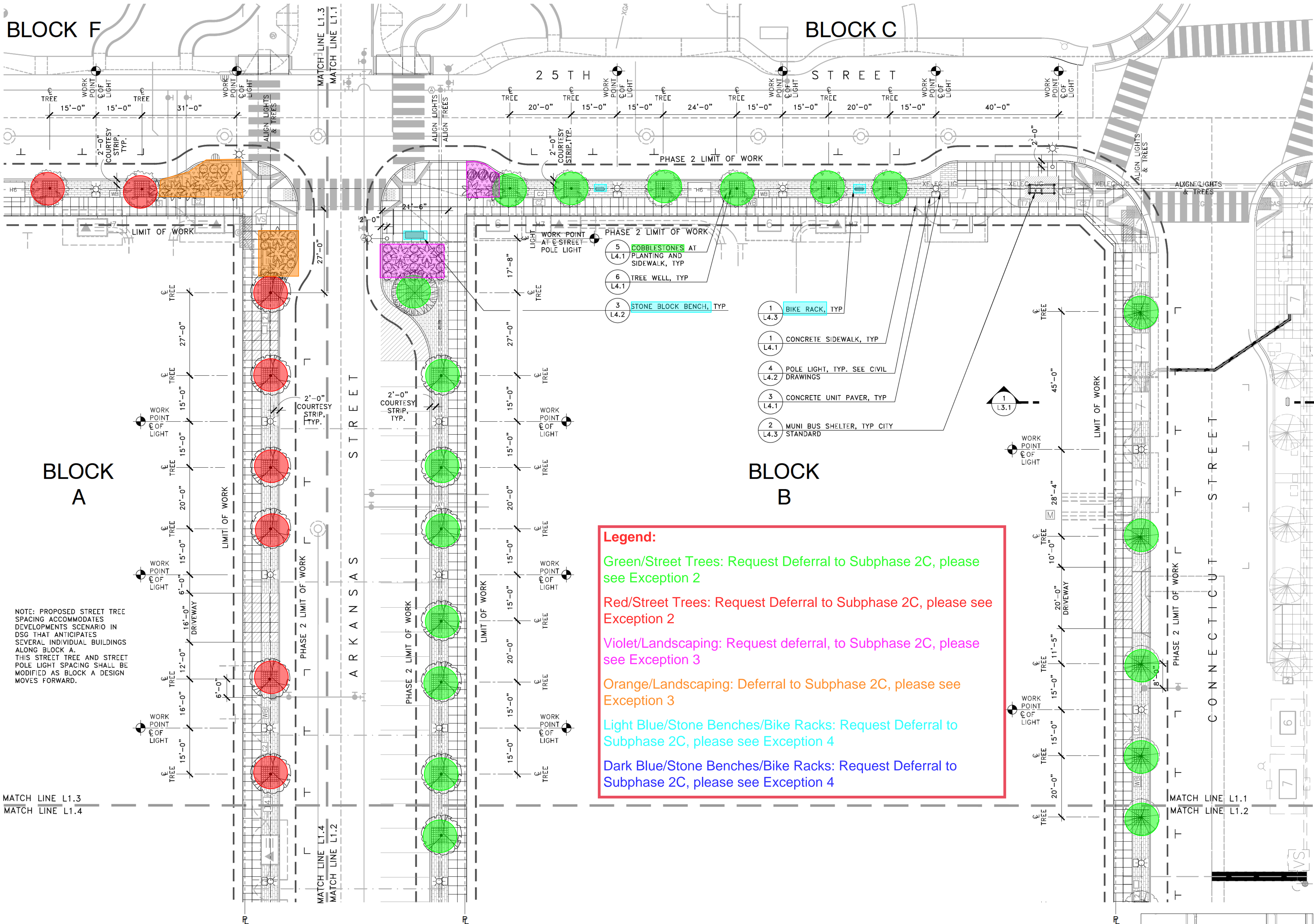
Date:
FEBRUARY 2021

Job No.
2009013.B0

SHEET No.

45 OF **101**

Copyright © Corliss • Macy



NOTE: PROPOSED STREET TREE SPACING ACCOMMODATES DEVELOPMENTS SCENARIO IN DSG THAT ANTICIPATES SEVERAL INDIVIDUAL BUILDINGS ALONG BLOCK A. THIS STREET TREE AND STREET POLE LIGHT SPACING SHALL BE MODIFIED AS BLOCK A DESIGN MOVES FORWARD.

MATCH LINE L1.3
MATCH LINE L1.4

MATCH LINE L1.4
MATCH LINE L1.2

LAYOUT & PLANTING PLAN

SCALE: 1/16" = 1'-0"

Legend:

Green/Street Trees: Request Deferral to Subphase 2C, please see Exception 2

Red/Street Trees: Request Deferral to Subphase 2C, please see Exception 2

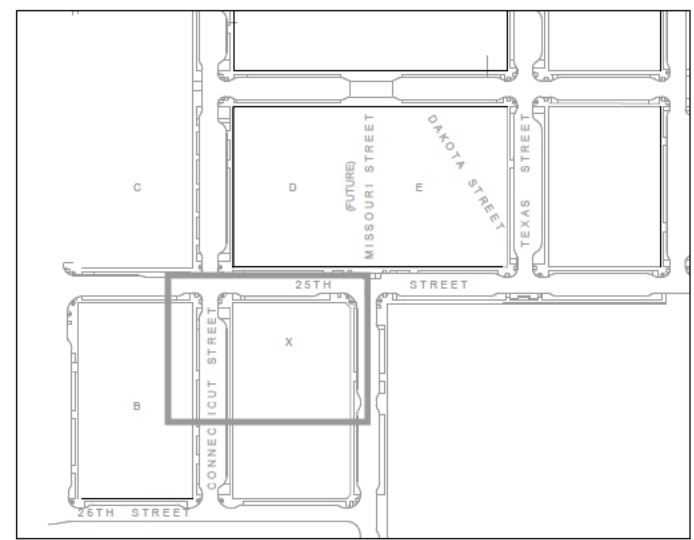
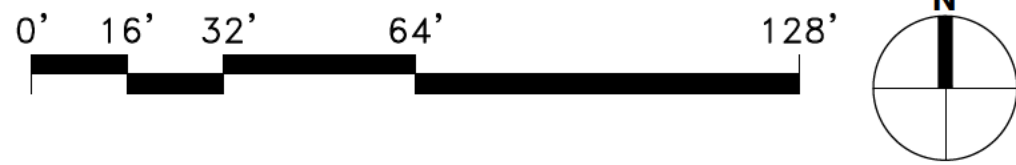
Violet/Landscaping: Request deferral, to Subphase 2C, please see Exception 3

Orange/Landscaping: Deferral to Subphase 2C, please see Exception 3

Light Blue/Stone Benches/Bike Racks: Request Deferral to Subphase 2C, please see Exception 4

Dark Blue/Stone Benches/Bike Racks: Request Deferral to Subphase 2C, please see Exception 4

POTRERO HOPE SF PHASE 2 EXCEPTIONS AND DEFERRALS
REQUEST LETTER: ATTACHMENT 2 - LANDSCAPING AND
FURNISHING DEFERRALS AND TRANSFERS, PAGE 1 OF 4



LOCATOR PLAN
N.T.S.

MATERIALS LEGEND

4 L4.1	METAL EDGE RESTRAINT
1 L4.1	CONTROL JOINT
1 L4.1	CONCRETE SIDEWALK, PER CITY OF SAN FRANCISCO STANDARDS WITH STANDARD FINISH AND SAWCUT JOINTS
1 L4.1	VEHICULAR CONCRETE SIDEWALK, PER CITY OF SAN FRANCISCO STANDARDS WITH TROWEL FINISH AND SAWCUT JOINTS
2 L4.1	STONE MULCH
3 L4.1	4"x8" CONCRETE UNIT PAVERS ON GRADE, TRUCKEE COLOR AT 25TH AND 26TH STREETS
3 L4.1	4"x8" CONCRETE UNIT PAVERS ON GRADE, INDIO COLOR AT CONNECTICUT, ARKANSAS AND WISCONSIN STREETS
	TRUNCATED DOME WARNING PAVERS, SCD
5 L4.1	4"x4"x4" STONE COBBLE AT TREE WELLS
2 L4.3	MUNI BUS SHELTER (8.5'X4')
01 L4.4	RETAINING WALL BY OTHERS WITH GUARDRAIL, TYP.
3 L4.2	STONE BENCH
4 L4.2	PEDESTRIAN LIGHT POLE, SEE CIVIL DRAWINGS
4 L4.2	PEDESTRIAN LIGHT POLE, SEE CIVIL DRAWINGS
	FIRE HYDRANT, SCD
	CURB INLET, SCD
1 L4.3	BIKE RACK
	PHASE 2 LIMIT OF WORK LINE
	MATCH LINE
	ON STREET PARALLEL PARKING SPACE FOR REFERENCE ONLY (ALL ON STREET PARALLEL PARKING STALLS ARE 8'-0" WIDE MIN. AND 20'-0" LONG UNLESS NOTED ON PLANS)

PLANTING LEGEND

7 L4.1	TREE PLANTING
	TRISTANIOPSIS LAURINA 48" BOX LOW WATER USE
	OLEA EUROPAEA 'WILSONI' 48" BOX LOW WATER USE
	GEUJERA PARVIFLORA 48" BOX LOW WATER USE
	QUERCUS SUBER OR PINUS PINEA 48" BOX LOW WATER USE
6 L4.2	SHRUB PLANTING
	FREMONTODENDRON CALIFORNICUM 15 GAL, MULTI-TRUNK VERY LOW WATER USE
	YUCCA GLORIOSA 15 GAL LOW WATER USE
	CEANOTHUS 'RAY HARTMAN' 15 GAL, MULTI-TRUNK VERY LOW WATER USE
	OLEA EUROPAEA 'LITTLE OLLIE' 5 GAL VERY LOW WATER USE
	BESCHORNERIA YUCCOIDES 15 GAL VERY LOW WATER USE
	ALOE ARBORESCENS 5 GAL LOW WATER USE
	ALOE STRIATA 5 GAL LOW WATER USE
	YUCCA FILAMENTOSA 5 GAL LOW WATER USE

GLS LANDSCAPE ARCHITECTURE
2677 Mission Street, No. 200
San Francisco, CA 94110-3105
415.285.3614 | glsarch.com

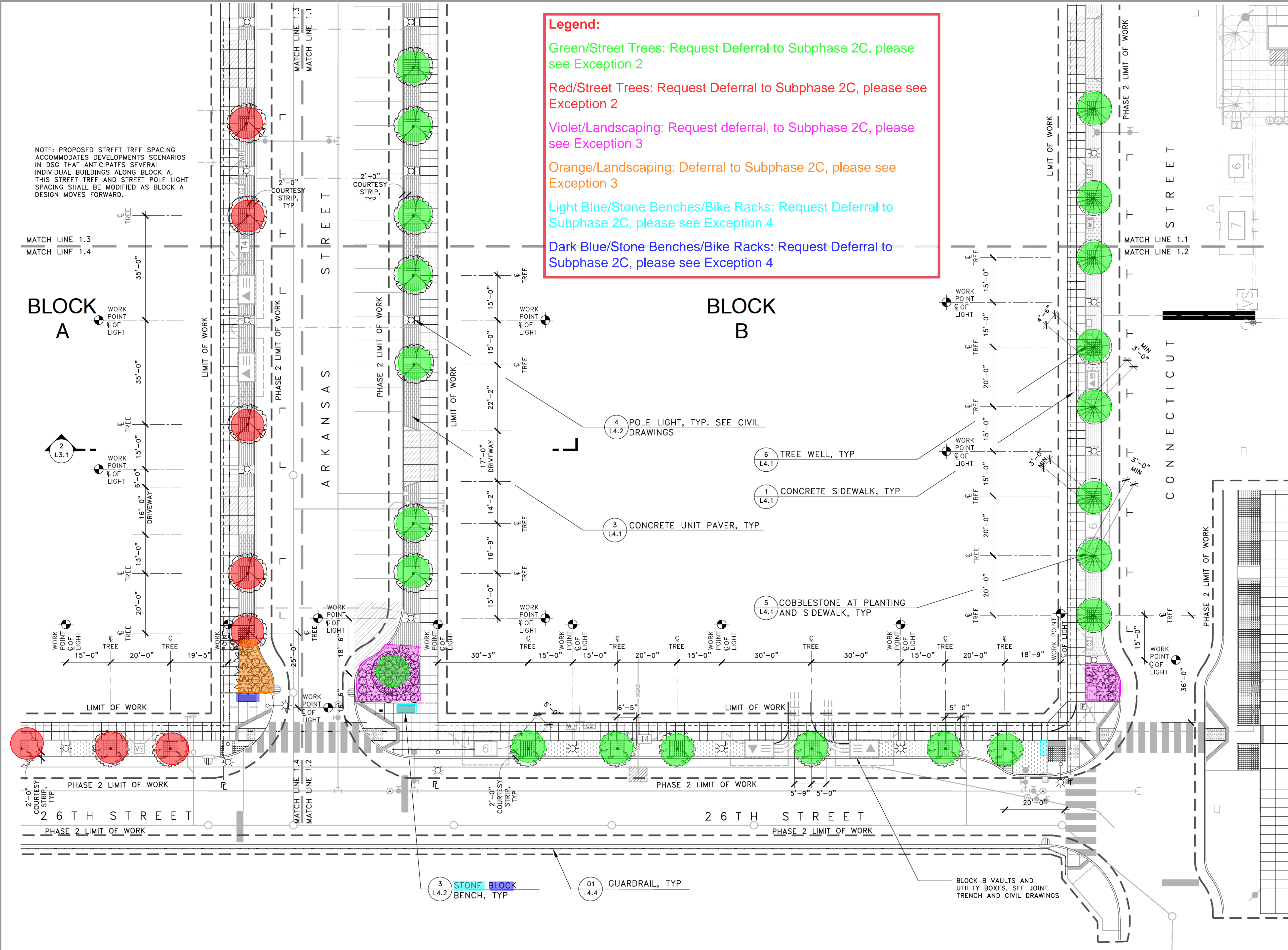


POTRERO HOPE SF
PHASE 2 INFRASTRUCTURE
SAN FRANCISCO, CALIFORNIA

LAYOUT AND PLANTING PLAN

Designed by: _____
Drawn by: _____
Checked by: _____
Date: 08/19/20
Job No. 2009013.B0
SHEET No.

L1.1



LAYOUT & PLANTING PLAN

SCALE: 1/16" = 1'-0"

POTRERO HOPE SF PHASE 2 EXCEPTIONS AND DEFERRALS
REQUEST LETTER: ATTACHMENT 2 - LANDSCAPING AND
FURNISHING DEFERRALS AND TRANSFERS, PAGE 2 OF 4

Legend:

Green/Street Trees: Request Deferral to Subphase 2C, please see Exception 2

Red/Street Trees: Request Deferral to Subphase 2C, please see Exception 2

Violet/Landscaping: Request deferral, to Subphase 2C, please see Exception 3

Orange/Landscaping: Deferral to Subphase 2C, please see Exception 3

Light Blue/Stone Benches/Bike Racks: Request Deferral to Subphase 2C, please see Exception 4

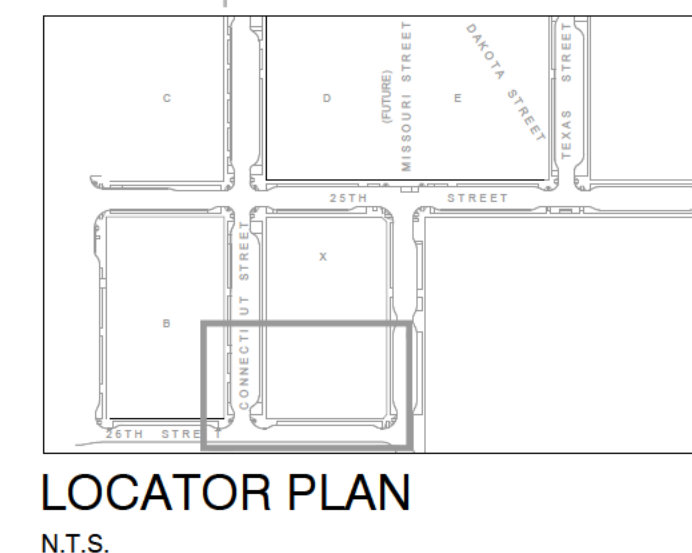
Dark Blue/Stone Benches/Bike Racks: Request Deferral to Subphase 2C, please see Exception 4

MATERIALS LEGEND

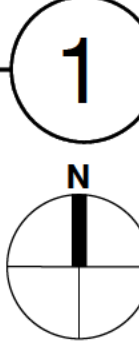
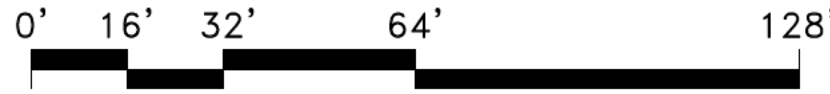
- 4 L4.1 METAL EDGE RESTRAINT
- 1 L4.1 CONTROL JOINT
- 1 L4.1 CONCRETE SIDEWALK, PER CITY OF SAN FRANCISCO STANDARDS WITH STANDARD FINISH AND SAWCUT JOINTS
- 1 L4.1 VEHICULAR CONCRETE SIDEWALK, PER CITY OF SAN FRANCISCO STANDARDS WITH TROWEL FINISH AND SAWCUT JOINTS
- 2 L4.1 STONE MULCH
- 3 L4.1 4"x8" CONCRETE UNIT PAVERS ON GRADE, TRUCKEE COLOR AT 25TH AND 26TH STREETS
- 3 L4.1 4"x8" CONCRETE UNIT PAVERS ON GRADE, INDIO COLOR AT CONNECTICUT, ARKANSAS AND WISCONSIN STREETS
- 4 L4.1 TRUNCATED DOME WARNING PAVERS, SCD
- 5 L4.1 4"x4"x4" STONE COBBLE AT TREE WELLS
- 2 L4.3 MUNI BUS SHELTER (8.5'X4')
- 01 L4.4 RETAINING WALL BY OTHERS WITH GUARDRAIL, TYP.
- 3 L4.2 STONE BENCH
- 4 L4.2 PEDESTRIAN LIGHT POLE, SEE CIVIL DRAWINGS
- 4 L4.2 PEDESTRIAN LIGHT POLE, SEE CIVIL DRAWINGS
- 1 L4.3 FIRE HYDRANT, SCD
- 1 L4.3 CURB INLET, SCD
- 1 L4.3 BIKE RACK
- PHASE 2 LIMIT OF WORK LINE
- MATCH LINE
- ON STREET PARALLEL PARKING SPACE FOR REFERENCE ONLY (ALL ON STREET PARALLEL PARKING STALLS ARE 8'-0" WIDE MIN. AND 20'-0" LONG UNLESS NOTED ON PLANS)

PLANTING LEGEND

- 7 L4.1 TREE PLANTING
 - TRISTANIOPSIS LAURINA 48" BOX LOW WATER USE
 - OLEA EUROPAEA 'WILSONII' 48" BOX LOW WATER USE
 - GEIJERA PARVIFLORA 48" BOX LOW WATER USE
 - QUERCUS SUBER OR PINUS PINEA 48" BOX LOW WATER USE
- 6 L4.2 SHRUB PLANTING
 - FREMONTODENDRON CALIFORNICUM 15 GAL, MULTI-TRUNK VERY LOW WATER USE
 - YUCCA GLORIOSA 15 GAL LOW WATER USE
 - CEANOTHUS 'RAY HARTMAN' 15 GAL, MULTI-TRUNK VERY LOW WATER USE
 - OLEA EUROPAEA 'LITTLE OLLIE' 5 GAL VERY LOW WATER USE
 - BESCHORNERIA YUCCOIDES 15 GAL VERY LOW WATER USE
 - ALOE ARBORESCENS 5 GAL LOW WATER USE
 - ALOE STRIATA 5 GAL LOW WATER USE
 - YUCCA FILAMENTOSA 5 GAL LOW WATER USE



LOCATOR PLAN
N.T.S.



REVISIONS			
No.	DATE	DESCRIPTION	APPR.
1	7/9/2019	65% CD SUBMITTAL	
2	3/11/2020	90% CD SUBMITTAL	
3	7/24/2020	100% CD SUBMITTAL	
4	11/20/2020	2ND 100% CD SUBMITTAL	
5	01/29/2021	3RD 100% CD SUBMITTAL	
6	02/12/2021	PERMIT SET	

POTRERO HOPE SF
PHASE 2 INFRASTRUCTURE
SAN FRANCISCO, CALIFORNIA

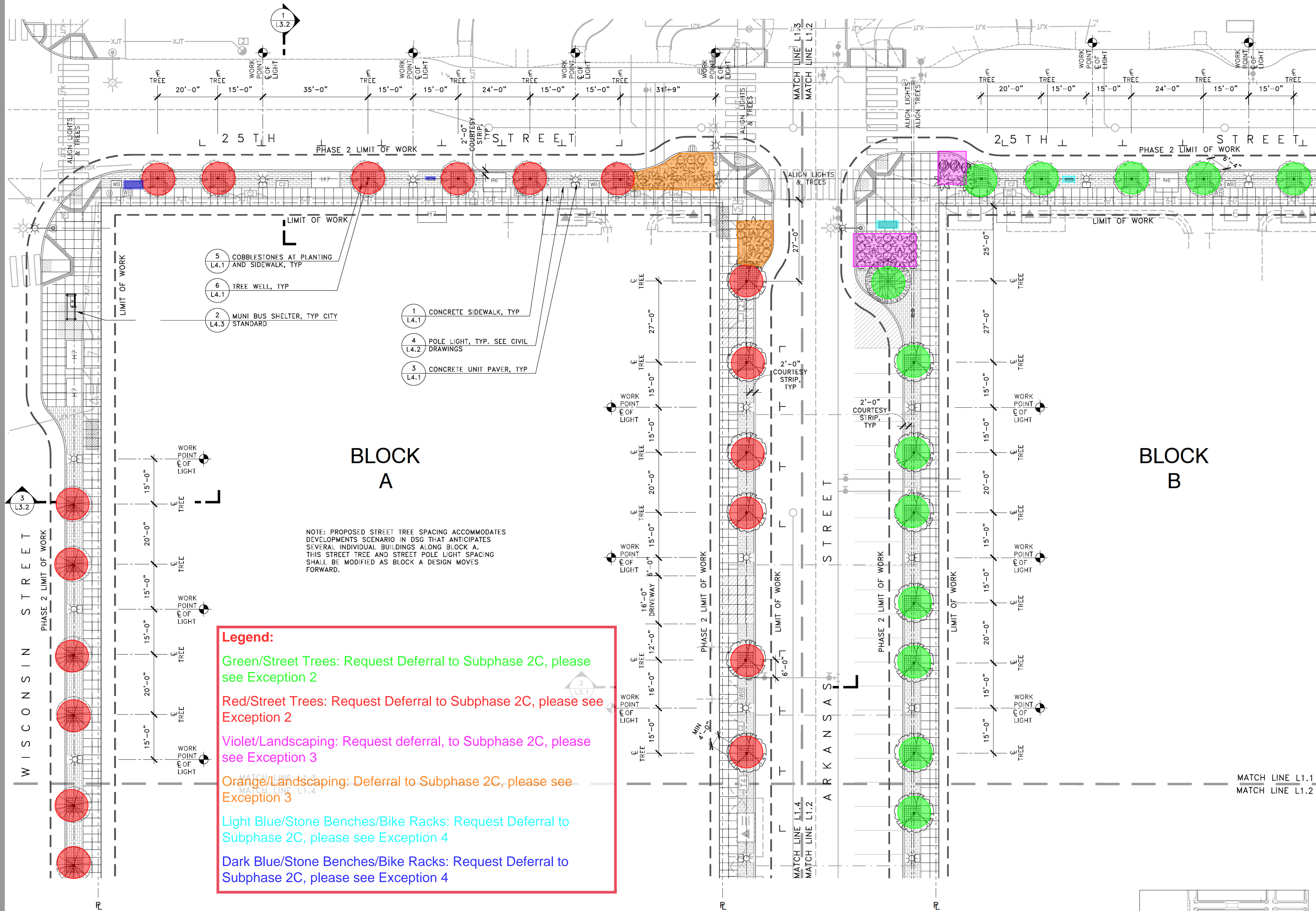
LAYOUT AND PLANTING PLAN

Designed by: _____
Drawn by: _____
Checked by: _____
Date: 08/19/20
Job No. 2009013.B0
SHEET No. L1.2

GLS LANDSCAPE ARCHITECTURE
2677 Mission Street, No. 200
San Francisco, CA 94110-3105
415.285.3614 | glsarch.com

POTRERO HOPE SF
PHASE 2 INFRASTRUCTURE
SAN FRANCISCO, CALIFORNIA

LAYOUT AND PLANTING PLAN



Legend:

Green/Street Trees: Request Deferral to Subphase 2C, please see Exception 2

Red/Street Trees: Request Deferral to Subphase 2C, please see Exception 2

Violet/Landscaping: Request deferral, to Subphase 2C, please see Exception 3

Orange/Landscaping: Deferral to Subphase 2C, please see Exception 3

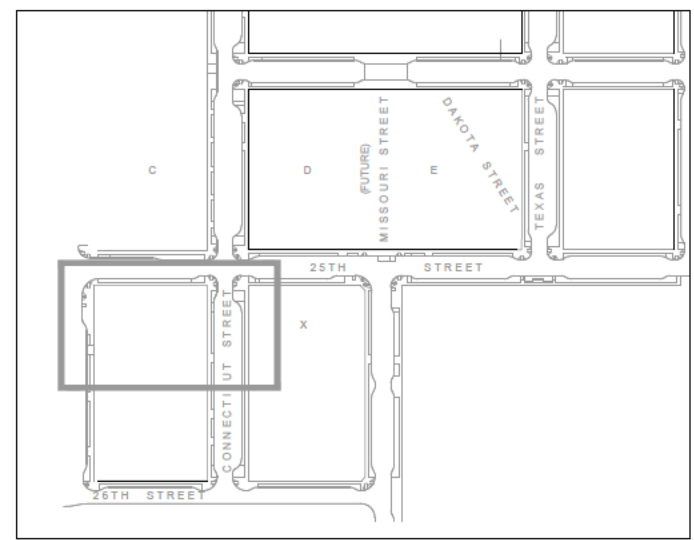
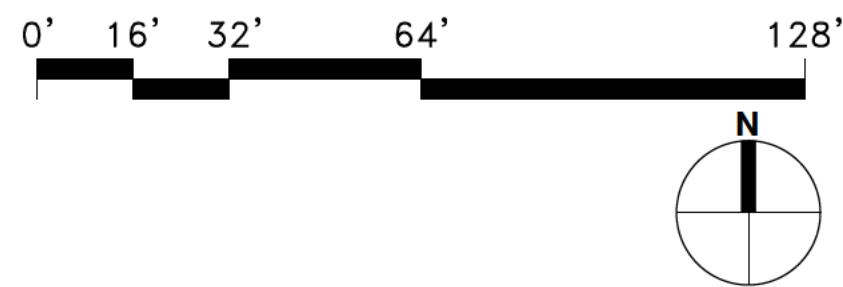
Light Blue/Stone Benches/Bike Racks: Request Deferral to Subphase 2C, please see Exception 4

Dark Blue/Stone Benches/Bike Racks: Request Deferral to Subphase 2C, please see Exception 4

LAYOUT & PLANTING PLAN

SCALE: 1/16" = 1'-0"

POTRERO HOPE SF PHASE 2 EXCEPTIONS AND DEFERRALS
REQUEST LETTER: ATTACHMENT 2 - LANDSCAPING AND
FURNISHING DEFERRALS AND TRANSFERS, PAGE 3 OF 4



LOCATOR PLAN
N.T.S.

MATERIALS LEGEND

4 L4.1	METAL EDGE RESTRAINT
1 L4.1	CONTROL JOINT
1 L4.1	CONCRETE SIDEWALK, PER CITY OF SAN FRANCISCO STANDARDS WITH STANDARD FINISH AND SAWCUT JOINTS
1 L4.1	VEHICULAR CONCRETE SIDEWALK, PER CITY OF SAN FRANCISCO STANDARDS WITH TROWEL FINISH AND SAWCUT JOINTS
2 L4.1	STONE MULCH
3 L4.1	4"x8" CONCRETE UNIT PAVERS ON GRADE, TRUCKEE COLOR AT 25TH AND 26TH STREETS
3 L4.1	4"x8" CONCRETE UNIT PAVERS ON GRADE, INDIO COLOR AT CONNECTICUT, ARKANSAS AND WISCONSIN STREETS
	TRUNCATED DOME WARNING PAVERS, SCD
5 L4.1	4"x4"x4" STONE COBBLE AT TREE WELLS
2 L4.3	MUNI BUS SHELTER (8.5'x4')
01 L4.4	RETAINING WALL BY OTHERS WITH GUARDRAIL, TYP.
3 L4.2	STONE BENCH
4 L4.2	PEDESTRIAN LIGHT POLE, SEE CIVIL DRAWINGS
4 L4.2	PEDESTRIAN LIGHT POLE, SEE CIVIL DRAWINGS
	FIRE HYDRANT, SCD
	CURB INLET, SCD
1 L4.3	BIKE RACK
	PHASE 2 LIMIT OF WORK LINE
	MATCH LINE
	ON STREET PARALLEL PARKING SPACE FOR REFERENCE ONLY (ALL ON STREET PARALLEL PARKING STALLS ARE 8'-0" WIDE MIN. AND 20'-0" LONG UNLESS NOTED ON PLANS)

PLANTING LEGEND

7 L4.1	TREE PLANTING
	TRISTANIOPSIS LAURINA 48" BOX LOW WATER USE
	OLEA EUROPAEA 'WILSONII' 48" BOX LOW WATER USE
	GEIJERA PARVIFLORA 48" BOX LOW WATER USE
	QUERCUS SUBER OR PINUS PINEA 48" BOX LOW WATER USE
6 L4.2	SHRUB PLANTING
	FREMONTODENDRON CALIFORNICUM 15 GAL, MULTI-TRUNK VERY LOW WATER USE
	YUCCA GLORIOSA 15 GAL LOW WATER USE
	CEANOTHUS 'RAY HARTMAN' 15 GAL, MULTI-TRUNK VERY LOW WATER USE
	OLEA EUROPAEA 'LITTLE OLLIE' 5 GAL VERY LOW WATER USE
	BESCHORNERIA YUCCOIDES 15 GAL VERY LOW WATER USE
	ALOE ARBORESCENS 5 GAL LOW WATER USE
	ALOE STRIATA 5 GAL LOW WATER USE
	YUCCA FILAMENTOSA 5 GAL LOW WATER USE

GLS LANDSCAPE ARCHITECTURE
2677 Mission Street, No. 200
San Francisco, CA 94110-3105
415.285.3614 | glsarch.com

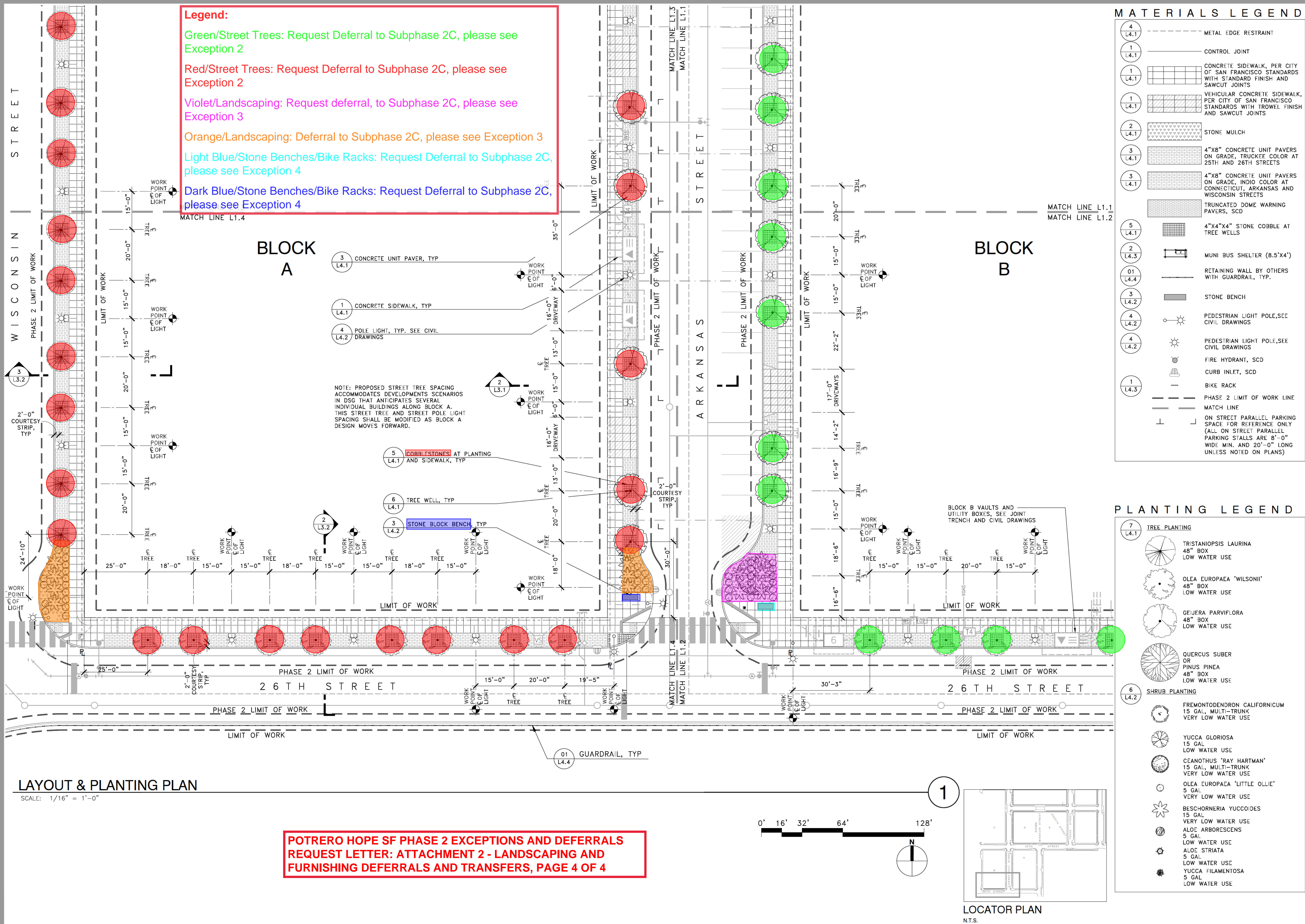
REVISIONS

No.	DATE	DESCRIPTION	APPR.
65% CD SUBMITTAL	7/9/2019		
90% CD SUBMITTAL	3/11/2020		
100% CD SUBMITTAL	7/24/2020		
2ND 100% CD SUBMITTAL	11/20/2020		
3RD 100% CD SUBMITTAL	01/29/2021		
PERMIT SET	02/12/2021		

POTRERO HOPE SF
PHASE 2 INFRASTRUCTURE
SAN FRANCISCO, CALIFORNIA

LAYOUT AND PLANTING PLAN

Designed by: _____
Drawn by: _____
Checked by: _____
Date: 08/19/20
Job No. 2009013.B0
SHEET No. L1.3



REVISIONS			
No.	DATE	DESCRIPTION	APPR.
7/9/2019		65% CD SUBMITTAL	
3/11/2020		90% CD SUBMITTAL	
7/24/2020		100% CD SUBMITTAL	
11/20/2020		2ND 100% CD SUBMITTAL	
01/29/2021		3RD 100% CD SUBMITTAL	
02/12/2021		PERMIT SET	

POTRERO HOPE SF
PHASE 2 INFRASTRUCTURE
SAN FRANCISCO, CALIFORNIA

LAYOUT AND PLANTING PLAN

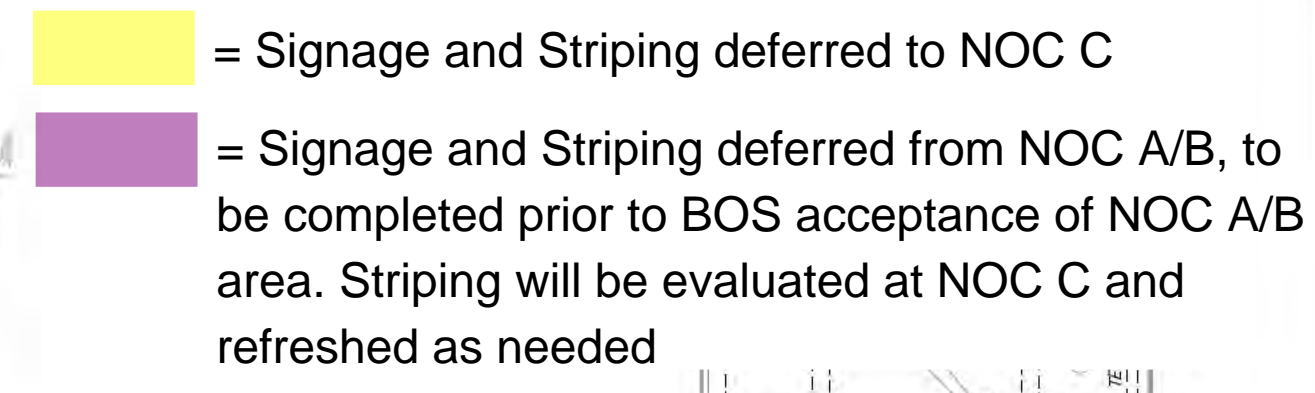
Designed by: _____
Drawn by: _____
Checked by: _____
Date: 08/19/20
Job No. 2009013.B0
SHEET No. L1.4

GLS LANDSCAPE ARCHITECTURE
2677 Mission Street, No. 200
San Francisco, CA 94110-3105
415.285.3614 | glsarch.com




GLS

POTRERO HOPE SF
PHASE 2 INFRASTRUCTURE
SAN FRANCISCO, CALIFORNIA

LAYOUT AND PLANTING PLAN



SIGNING & STRIPING LEGEND

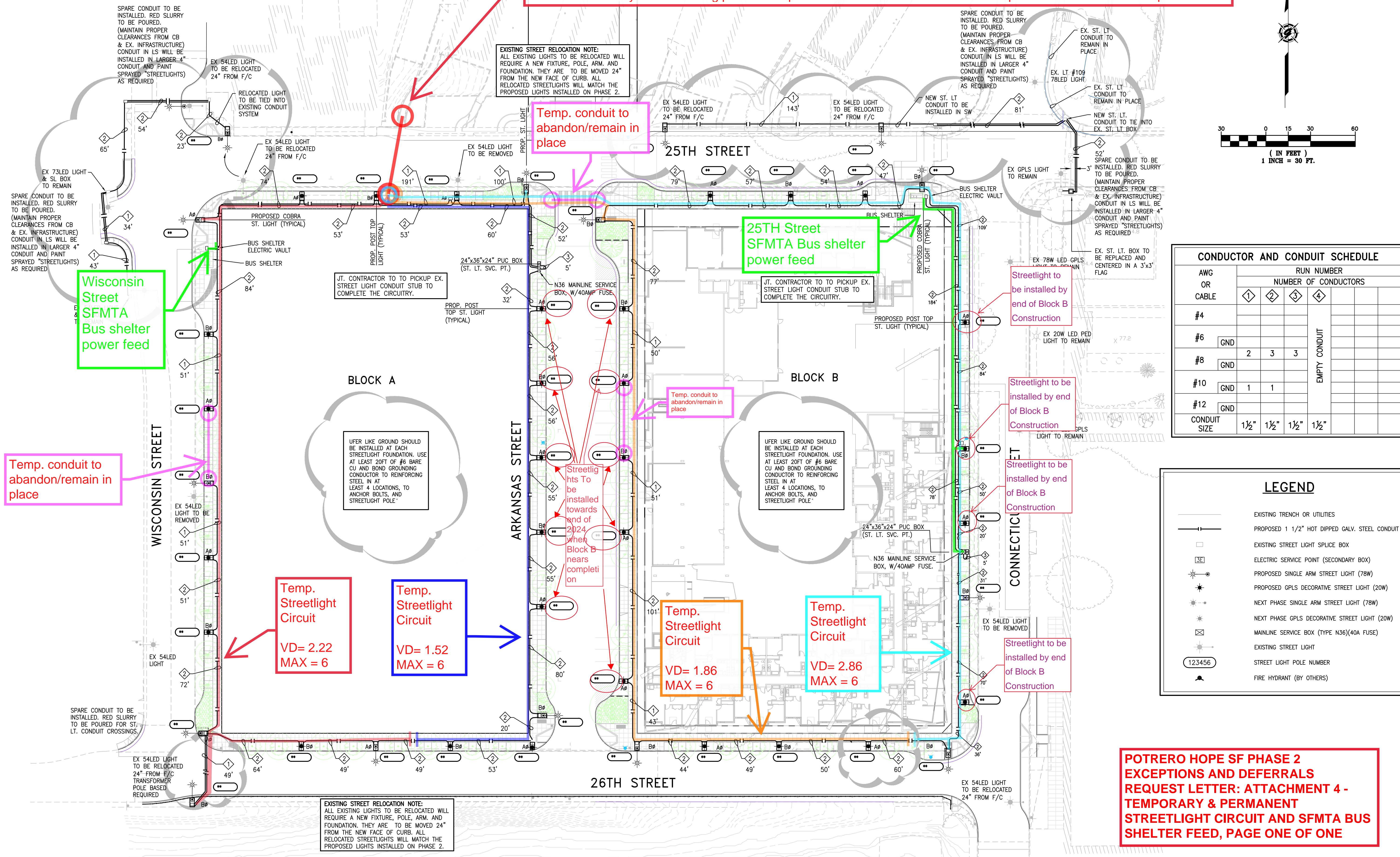
-  STREET LIGHT WITH PULL BOX: PHILIPS LUMEC GPLS-48L530WW-G2-R2M,
 MOUNTED ON 28.5' POLE, VALMONT DB00945 WITH 4' ARM UNLESS NOTED
 OTHERWISE
 PEDESTRIAN LIGHT WITH PULL BOX: PHILIPS LUMEC MPTC-16W16LED3K-T-LE2,
 MOUNTED ON 16' POLE, LUMEC SM6N-16
 EXISTING STREET LIGHT

1. PEDESTRIAN STREET LIGHT POLES SHALL BE CENTERED 3.25' FROM FACE OF CURB UNLESS OTHERWISE SHOWN.
2. STREET LIGHT POLES SHALL BE CENTERED 2.0' FROM FACE OF CURB UNLESS OTHERWISE SHOWN.
3. CONTACT AUERBACH GLASOW CONSULTANTS FOR ANY INFORMATION REGARDING STREET LIGHTS. (415) 392-7528.
4. STREET LIGHT BASE PER BOE DPW STANDARD PLAN 87,212.
5. PULL BOXES ARE REQUIRED ON BOTH SIDES OF EACH STREET CROSSING.
6. PULL BOXES SHALL BE PRECAST PER BOE DPW STANDARD PLAN 87,201
7. NO MORE THAN ONE STREET LIGHT CONDUIT IN ANY PG&E SERVICE POINT.
8. ELECTRICAL INFO SHOWN ON THIS PLAN (OTHER THAN ST. LIGHT LOCATIONS) IS FOR BIDDING ONLY. REFERENCE THE JOINT TRENCH COMPOSITE PLANS FOR CONDUIT LOCATION AND CONDUCTOR SCHEDULE.

1. THE CCSSF-SFMTA SHALL FURNISH AND INSTALL THE PERMANENT TRAFFIC SIGNS, STREET NAME SIGNS, PAVEMENT MARKING AND TRAFFIC STRIPING AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL REQUEST AN ESTIMATE FROM THE CITY TRAFFIC ENGINEER TO FURNISH AND INSTALL TRAFFIC SIGNS AND PAVEMENT MARKINGS PRIOR TO THE START OF CONSTRUCTION.
2. TRAFFIC AND STREET NAME SIGNS SHALL BE IN ACCORDANCE WITH CCSSF STANDARD. INCLUDING THE STREET NAME SIGN MOUNTING HARDWARE. TRAFFIC AND STREET NAME SIGNS SHALL BE APPROVED BY THE CITY TRAFFIC ENGINEER PRIOR TO INSTALLATION. SUBMIT DETAIL SPECIFICATIONS OF TRAFFIC AND STREET NAME SIGNS FOR APPROVAL.
3. ALL SIGNING SHALL BE REFLECTORIZED HIGH INTENSITY SHEETING AND SHALL BE OF ALUMINUM ALLOY MATERIAL PER CITY OF SAN FRANCISCO STANDARD.
4. ALL STRIPING AND PAVEMENT MARKINGS SHALL CONFORM TO THE LATEST EDITION OF THE CALTRANS TRAFFIC MANUAL, THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CITY OF SAN FRANCISCO STREET TRAFFIC STANDARDS. PAVEMENT MARKINGS SHALL BE APPROVED BY THE CITY TRAFFIC ENGINEER PRIOR TO ACTUAL IMPLEMENTATION IN THE FIELD.
5. THE CONTRACTOR SHALL NOTIFY THE CITY TRAFFIC ENGINEER A MINIMUM OF 48 HOURS PRIOR TO THE DAY OF LAYOUT OF THE PROPOSED SIGNING AND STRIPING.
6. EXISTING STRIPING AND MARKING TO BE REMOVED SHALL BE REMOVED BY GRINDING BY THE CONTRACTOR.
7. PROPOSED STRIPING AND PAVEMENT MARKING SHALL BE INSTALLED THE SAME DAY AS THE REMOVAL OF THE EXISTING STRIPING AND MARKINGS. IF NOT, TEMPORARY PAVEMENT MARKERS SHALL BE PROVIDED UNTIL PROPOSED STRIPING AND MARKING ARE INSTALLED.
8. PAVEMENT LEGENDS, CROSSWALKS AND STOP BARS SHALL BE INSTALLED BY USING THERMOPLASTIC PER MUTCD AND CALTRANS STANDARD SUPPLEMENTAL SPECIFICATIONS. BIKE LANE LINES TO BE INSTALLED IN 6" TAPE OR PAINT, CROSSWALKS SHALL BE YELLOW, TRANSVERSE TYPE.
9. SIGNING AND STRIPING ARE TO BE WORKED ON CONCURRENTLY.
10. SIGN R37 IS A "TOW AWAY/NO PARKING-(TIME/DAY), STREET CLEANING" SIGN MODIFIED TO INCLUDE THE TIME AND DAY OF SCHEDULED STREET CLEANING. THE TIME/DAY SPECIFICS SHALL BE AS DIRECTED BY THE PUBLIC WORKS DEPARTMENT, BUREAU OF STREET ENVIRONMENTAL SERVICES.
11. CONTRACTOR SHALL CONTACT SFMTA SERVICE PLANNING TO COORDINATE THE REROUTING OF MUNI ROUTES DURING DEMOLITION AND CONSTRUCTION.

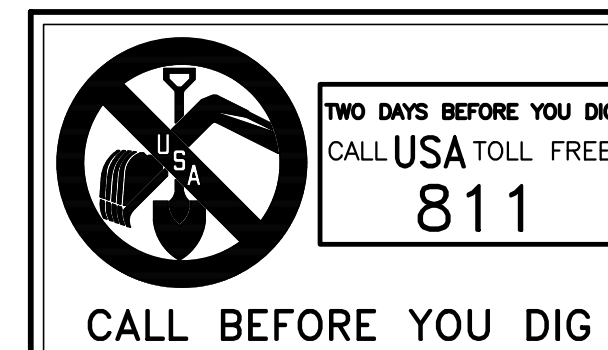
POTRERO HOPE SF PHASE 2 EXCEPTIONS AND DEFERRALS REQUEST LETTER: ATTACHMENT 3 - SFMTA PERMANENT STRIPING, PAGE ONE OF ONE

SFPUC temp. power tie-in/conduit from northside of 25th Street (utilizing existing power capacity) underground and will abandon/remain in place, currently powering the four colored (red, dark blue, orange, and light blue) streetlight circuits that will either be utilized by SFPUC during permanent power switchover or abandon/remain in place with new conductors pulled.



NOTE:
CONDUIT SHOWN SCHEMATICALLY. REFER TO JOINT TRENCH COMPOSITE PLAN FOR EXACT TRENCH AND BOX LOCATIONS.

CAUTION:
CONTACT U.S.A. (811) (2) FULL WORKING DAYS PRIOR
TO STARTING WORK IF EXISTING UTILITIES CONFLICT WITH
POLE LOCATION, FIELD ADJUST TO CLEAR EXISTING
UTILITIES A MINIMUM OF 3'-0".

[illegible]

GIACALONE
DESIGN SERVICES, INC.

8820 STONERIDGE MALL RD., #345 | PLEASANTON, CA 94588
925.487.1740 | WWW.GIACALONEDSIGN.COM

PUBLIC STREET LIGHTING SITE PLAN

BRIDGE HOUSING
POTRERO PHASE 2 (HORIZONTAL)

SAN FRANCISCO CALIFORNIA

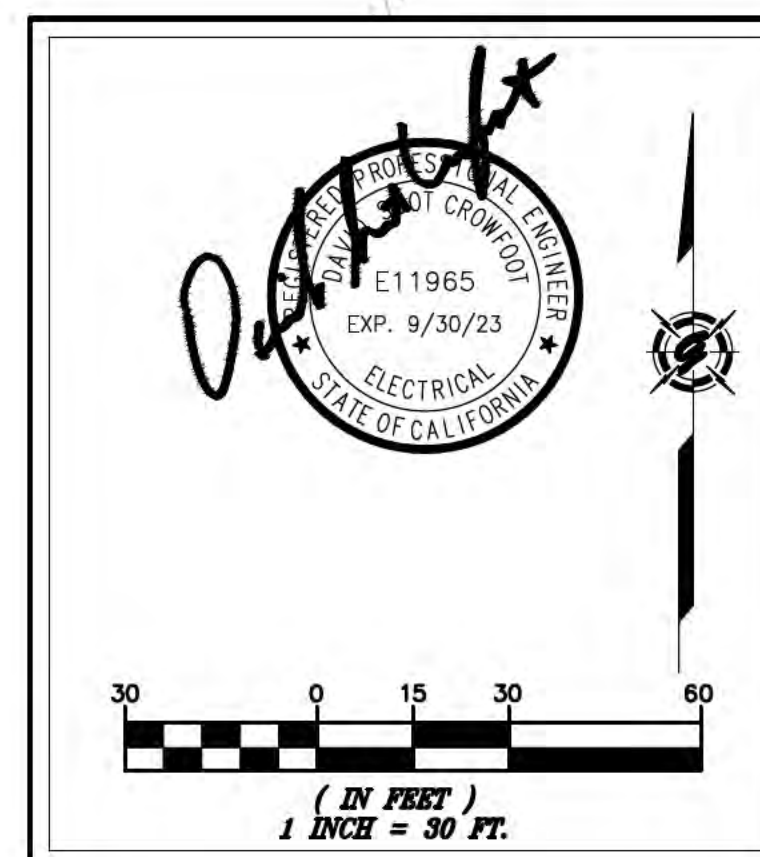
PROJECT MANAGER: A. SAENZ
DRAWN BY: RC/MB2
CHECKED BY: DAVID CROWFOOT, P.E.
SCALE: 1"=30'
JOB NUMBER: 20-196
DATE LAST MODIFIED: 01-20-22
SHEET SL3 OF 3 SHEETS

On-going discussion between SFPW and SFPUC for abandon-in-place or removal - resolution to occur prior to NOC 2C.

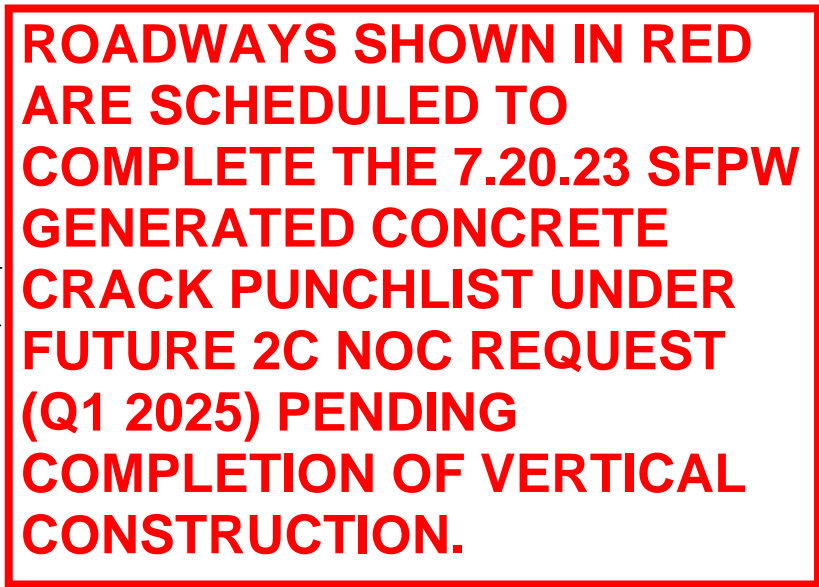
PG&E/SFPUC Wholesale
Distribution Tariff (WDT)
Permanent Power
Underground Conduit,
deferred to NOC 2C

PG&E Interrupter in this SFPUC Permanent Power Vault. Deferred to NOC 2C.

POTRERO HOPE SF PHASE 2 EXCEPTIONS AND DEFERRALS REQUEST LETTER: ATTACHMENT 6 - PUC POWER VAULT NOC A/B EXHIBIT



ELECTRIC CONSTRUCTION DRAWING		BRIDGE HOUSING		POTRERO PHASE 2 (HORIZONTAL)		CALIFORNIA	
SAN FRANCISCO		SAN FRANCISCO		SAN FRANCISCO		SAN FRANCISCO	
PROJECT MANAGER: A. SAENZ		DRAWN BY: B. RUBIO		CHECKED BY: D. CROWFOOT, P.E.		SCALE: 1"=30'	
JOB NUMBER: 20-196		DATE LAST MODIFIED: 2-8-22		SHEET E2		OF 2 SHEETS	



Designed by:	RRS
Drawn by:	JML
Checked by:	MRH
Date:	JANUARY 2021
Job No.	2009013.B0
SHEET No.	

45 OF 93
Copyright © Carlie • Macy

RECORDING REQUESTED BY:

City and County of San Francisco

AND WHEN RECORDED RETURN TO:

Real Estate Director
 San Francisco Public Utilities Commission
 525 Golden Gate Avenue, 10th Floor
 San Francisco, CA 94102

WITH A CONFORMED COPY TO:

Real Estate Division
 General Services Agency of the City and
 County of San Francisco
 Attention: Director of Property
 25 Van Ness Avenue, Suite 400
 San Francisco, CA 94102

Documentary Transfer Tax is Zero.
 Official Business Entitled to Free Recordation
 Pursuant to Government Code § 6103

Doc # **2021111532**

City and County of San Francisco
 Joaquin Torres, Assessor – Recorder

7/16/2021	4:11:26 PM	Fees	\$0.00
Pages 35	Title 087 VT	Taxes	\$0.00
Customer 035		Other	\$0.00
		SB2 Fees	\$0.00
		Paid	\$0.00

APN: Block 4285B, Lot 001

(Space above this line reserved for Recorder's use only)

EASEMENT AGREEMENT AND DECLARATION OF RESTRICTIONS
(Electrical Switchgear serving HOPE SF Development Area)

This Easement Agreement and Declaration of Restrictions (“**Agreement**”) is made and entered into this 17 day of MAY, 2021, by and among the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (“**Grantor**” or “**SFHA**”), the City and County of San Francisco, a municipal corporation (“**City**”), acting by and through its Public Utilities Commission (“**SFPUC**”), and Potrero Housing Associates II, L.P., a California limited partnership (“**Developer**”). Grantor, Developer, and City are each individually, together with their permitted successors and assigns, referred to in this Agreement as a “**Party**” and, collectively, as the “**Parties**.”

RECITALS

A. Grantor owns that certain real property located in the City and County of San Francisco commonly known as 1201 Wisconsin Street, and described in *Exhibit A* (the “**Property**”). The Property is part of the “Potrero HOPE SF” project (the “**Project**”), a comprehensive, phased redevelopment of the 38-acre public housing site located in the Potrero Hill neighborhood (the “**Project Area**”). The Project Area, which includes the Property, is subject to that certain Development Agreement dated March 3, 2017, by and among the City, the SFHA, and Bridge-

Potrero Community Associates, LLC, a California limited liability company (the "Master Developer"), and recorded in the City's Official Records as Document No. 2017-K416603 (the "**DA**"), and that certain Master Development Agreement dated March 3, 2017, by and among the City, the SFHA, and Master Developer, and recorded in the City's Official Records as Document No. 2017-K416601 (the "**MDA**"). The Property is also subject to that certain Infrastructure Ground Lease, dated February 1, 2021, between the SFHA and the Master Developer, and a Memorandum of Ground Lease dated February 1, 2021 and recorded in the City's Official Records as Document No. 2021023599 (the "**IFGL**"). The DA, the MDA and the IFGL (collectively, the "**Project Documents**") provide for the revitalization of the Project Area or a portion thereof, as applicable, including the demolition of existing public housing, the construction of new streets and utilities infrastructure, and the phased construction of new affordable housing and market rate housing

B. Grantor intends to lease the Property to Developer pursuant to that certain Option to Lease Agreement by and between Grantor and Developer dated January 28, 2021. The future lease is referred to in this Agreement as the "**Ground Lease**." Pending Developer's future lease of the Property, Developer will construct a building on the Property for use as an affordable housing development, in accordance with the Project Documents and the Ground Lease (the "**Building**"). Grantor's obligations as described in this Agreement are conditioned on Grantor and Developer entering into the Ground Lease.

C. The Project Documents require the installation of electrical switchgear to provide electrical service to the Project Area (the "**Switchgear**"). The Building will include space on the ground floor designated for a "**Switchgear Room**" (as defined in *Section 1.1(a)* below) for the Switchgear.

D. Developer will construct the Switchgear Room and install the associated infrastructure (the "**Infrastructure**") and service facilities (the "**Service Facilities**" as defined in *Section 1.2(h)*) pursuant to the terms of (i) a building permit and/or public improvement agreement between Developer and City, (ii) the Project Documents, and (iii) the improvement plans prepared by Carlile Macy entitled "Potrero HOPE SF Phase 2 Infrastructure SIP Plans," dated February 12, 2021, and as may be further amended and approved from time to time (collectively, the "**Switchgear Agreements**").

E. City is responsible for the installation of the "**Equipment**" (as defined in *Section 1.2(d)* below) within the Switchgear Room and Infrastructure.

F. City further anticipates that on completion of the Switchgear Room and the Infrastructure, to the satisfaction of City and a Notice of Completion by San Francisco Public Works, City will accept the Switchgear Room and the Infrastructure as a public utility for public use, and Developer will no longer be responsible for the repair, maintenance, inspection, operation, or use of the Switchgear Room (except to the extent required by this Easement Agreement) or the Infrastructure.

G. City desires to obtain the benefit of an easement after the "**Completion Date**" (as defined in *Section 1.2(a)* below), as well as the benefit of an easement prior to the Completion Date

in the event that Developer fails to install and construct the Infrastructure, Service Facilities, or the Switchgear Room as required by the Switchgear Agreements.

H. To accommodate a Project-wide switchgear within a building, Developer acknowledges that use of areas above and otherwise adjacent to the Switchgear Room will need to be restricted in order to protect people using those areas. The “**Restricted Areas**” are defined in *Section 1.4* below.

I. City desires that Grantor grant to City easements to the “**Easement Areas**” (as defined in *Section 1.2(b)* below) for access and for the installation, construction, reconstruction, replacement, augmentation, alteration, removal, repair, maintenance, inspection, operation and use of the Switchgear, Equipment, Infrastructure, and Service Facilities, and to set forth the respective responsibilities of the Parties with respect thereto, on the terms and conditions more specifically set forth in this Agreement.

AGREEMENT

In consideration of the respective representations, warranties, covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are specifically acknowledged, each of the Parties agrees as follows:

ARTICLE I

GRANT OF EASEMENTS AND OTHER RIGHTS; DECLARATION OF RESTRICTIONS

Section 1.1. Grant; Easement Areas. On the terms and conditions set forth in this Agreement, Grantor grants to City the following irrevocable easements (each, an “**Easement**” and collectively, the “**Easements**”), in gross, the Easements to commence on the Completion Date (as defined in *Section 1.2(a)* below) or, in accordance with *Section 2.2* (Early Commencement), to commence on a date prior to the Completion Date (as defined in *Sec. 1.2(a)*) (as applicable, the “**Commencement Date**”):

(a) the exclusive right (i) to install, construct, reconstruct, replace, augment, alter, remove, repair, maintain, inspect, operate and use any of the Equipment, Infrastructure, and Service Facilities within the Switchgear Room depicted on the attached *Exhibit B-1* (the “**Switchgear Room Easement Area**” or the “**Switchgear Room**”), and (ii) to use the Switchgear Room in connection with the repair, maintenance, inspection, operation, or use of the Switchgear. As discussed in greater detail, below, when a precise description of the Switchgear Room is known, the Parties will amend this Agreement to add a legal description as *Exhibit B* and to update *Exhibit B-1*.

(b) the nonexclusive right to install, construct, reconstruct, replace, augment, alter, remove, repair, maintain, inspect, operate and use any of the Infrastructure, including, without limitation, conduits, cables and wiring and any related utilities between the Switchgear Room and electrical facilities in the public right-of-way adjacent to the Property to be installed in the subsurface area under the Switchgear Room Easement Area and under the portion of the ground floor of the

Building depicted on the attached **Exhibit B-1** (the “**Utility Lines Easement Area**”). As discussed in greater detail, below, when a precise description of the Utility Lines Easement Area is known, the Parties will amend this Agreement to add a legal description as **Exhibit C** and a depiction as **Exhibit C-1**;

(c) the nonexclusive right (i) to have access to the Switchgear Room over that portion of the Property and the ground floor of the Building depicted on the attached **Exhibit B-1** (the “**Access Easement Area**”), (ii) to place, use, and operate power cables and generators (“**Generators**”) in the Access Easement Area if reasonably necessary or appropriate to provide emergency, back-up, or additional power to the Equipment, the Switchgear Room, and/or the Switchgear, and (iii) to use the Access Easement Area as reasonably necessary or appropriate for equipment staging in connection with, and parking of vehicles of any employees and agents of the SFPUC and its contractors who are engaged in activities permitted under this Agreement, all so as to minimize interference with Developer’s use and operation of the Property. As discussed in greater detail, below, when a precise description of the Access Easement Area is known, the Parties will amend this Agreement to add a legal description as **Exhibit D** and a depiction as **Exhibit D-1**;

(d) the nonexclusive right to park vehicles of any SFPUC employees, agents, and contractors in the parking space designated as “Loading” on attached **Exhibit B-1** (the “**Parking Easement**”) while engaged in activities permitted under this Agreement. Developer will maintain signage for the Parking Easement Area restricting non-SFPUC uses (e.g., refuse removal or freight services) to a maximum of ten minutes if the Parking Easement Area is needed by the SFPUC. Developer will be responsible for enforcement. As discussed in greater detail, below, when a precise description of the Parking Easement Area is known, the Parties will amend this Agreement to add a legal description as **Exhibit D** and a depiction as **Exhibit D-1**; and

(e) the Parties acknowledge and agree that as of the Commencement Date the Easements Areas will be located in the Building, which is (i) owned in fee by the Developer, and (ii) on the Developer's leasehold interest as provided in the Ground Lease. Subject to the foregoing condition precedent, the obligations of the Grantor as set forth in this **Section 1.1** are assigned from the Grantor to the Developer.

Section 1.2. Definitions.

(a) “**Completion Date**” means the date of Developer’s completion of the Switchgear Room shell and all Infrastructure and Service Facilities required to enable the City to install the Equipment.

(b) “**Easement Areas**” means, collectively, the Control Room Easement Area, the Utility Lines Easement Area, the Access Easement Area; and the PUC Parking Space.

(c) “**Environmental Laws**” means any and all present and future federal, state and local laws (whether under common law, statute, rule, regulation or otherwise), requirements under permits issued with respect thereto, and other requirements of “**Governmental Authorities**” (as defined below) relating to the environment, to any “**Hazardous Substance**” (as defined below) or to any activity involving Hazardous Substances.

(d) **“Equipment”** means the Switchgear, as well as any cables, wiring, electric panels and the control system for the Switchgear, including, without limitation, electronic and computerized switchboards and monitors, and any cables, wiring, or other equipment connecting the Switchgear Room and electrical facilities in the public right-of-way adjacent to the Property, any transformers and Generators or inverters used to supply emergency, back-up, or additional power to the Switchgear Room or Service Facilities, either located within or outside of the Switchgear Room and/or the Switchgear, and any cables, wiring or other equipment connecting any Generators to the Switchgear Room.

(e) **“Governmental Authorities”** means any local, state or federal agency, court, board, bureau or other governmental or quasi-governmental authority having jurisdiction with respect to any portion of the Project.

(f) **“Hazardous Substances”** means any chemical, compound, material, mixture, living organism or substance that is now or hereafter defined or listed in, or otherwise classified pursuant to, any Environmental Laws as a “hazardous substance,” “hazardous material,” “hazardous waste,” “extremely hazardous waste,” “infectious waste,” “toxic substance,” “toxic pollutant” or any other formulation intended to define, list, or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity including any petroleum, polychlorinated biphenyls (PCBs), asbestos, radon, natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).

(g) **“HUD”** means the United States Department of Housing and Urban Development.

(h) **“Infrastructure”** means the substructures connecting the Switchgear to electrical facilities in the public right-of-way adjacent to the Property, conduits, environmental controls, electric, heating, ventilation, air conditioning, fire suppression, alarm, or other system servicing the Switchgear Room.

(i) **“Service Facilities”** includes but is not limited to environmental sensors and controls, electric, heating, ventilation, air conditioning, fire suppression and detection, if necessary, alarm, security, including room entry access and cameras, or other systems or controls servicing the Switchgear Room.

Section 1.3. Reserved Rights. Developer reserves the right to use the above ground areas of the Utility Lines Easement Area and the Access Easement Area for any and all purposes permitted by law that will not unreasonably interfere with the rights granted City through this Agreement, subject to the provisions of **Section 4.1**.

Section 1.4. Restriction on Use of Restricted Area. During the Term (as defined in **Section 2.1** below), neither Grantor nor Developer will designate the area shown and described on attached **Exhibit F** (the **“Restricted Area”**) for any use that encourages prolonged occupancy, including but not limited to living space or office space. As of the date of this Agreement, the Restricted Area is designated for the construction of a mini park. Any change to the use of the Restricted Area requires prior written approval from the SFPUC General Manager.

Section 1.5. Required Amendment to Add Legal Descriptions. As of the date of this Agreement, the Building has not been constructed and Developer has not provided preliminary legal descriptions or depictions for the Easement Areas. Within thirty (30) days of issuance of temporary certificate of occupancy for the Building, Developer will provide legal descriptions and depictions for all Easement Areas and as Grantor's successor in interest, will promptly enter into and record an amendment to this Agreement including City-approved legal descriptions and depictions of the Easement Areas.

ARTICLE II

TERM AND TERMINATION

Section 2.1. Term. The term of this Agreement (the "**Term**") will commence on the Commencement Date and be perpetual, unless terminated, in whole or in part, in accordance with **Section 2.2, Section 9.3** or applicable law.

Section 2.2. Early Commencement. The Switchgear is required to serve the Project Area rather than just the Building and Property. If Grantor does not enter into the Ground Lease or otherwise builds other portions of the Project Area without providing space for the Switchgear, City may enter the Property and install temporary switchgear and associated facilities for use until Grantor provides an alternative switchgear site. Entry onto and use of the Property prior to the Completion Date is "**Early Commencement.**" If City intends to invoke this provision, City will provide Grantor at least sixty (60) days' notice.

Section 2.3. Termination and Effect of Termination.

(a) **Unilateral Termination by City.** This Agreement may be terminated at any time as to all or any portion of the Easement Areas by quitclaim deed. No termination fee will be due from or to any Party in connection with such termination.

(b) **Effect of Termination; Survival.** The termination of this Agreement, in whole or in part, will not extinguish or otherwise affect any obligations or liabilities of the Parties that have accrued prior to such termination, and those provisions that expressly survive the termination of this Agreement.

Section 2.4. No Obligation to Remove Equipment. Other than the Equipment in the Switchgear Room, City will have no obligation to remove any of the Equipment on, before, or after termination of this Agreement.

ARTICLE III

CITY'S RIGHTS AND RESPONSIBILITIES

Section 3.1. City's Responsibilities. From and after the Commencement Date, City will fulfill the following responsibilities:

(a) City will be solely responsible for, and will pay for all costs associated with, City's activities within any Easement Area pursuant to this Agreement, including, without limitation,

the reconstruction, replacement, augmentation, alteration, removal, repair, maintenance, inspection, operation and use of the Equipment, the Infrastructure, and the Switchgear Room. City will use commercially reasonable efforts to keep the Equipment, the Infrastructure, and the Switchgear Room (excluding the interior walls of the Switchgear Room) in safe condition.

(b) City will be solely responsible for obtaining any other permits, licenses, approvals and other governmental entitlements necessary for any of City's activities within any Easement Area.

(c) City may remove any of the Equipment and Service Facilities at any time without prior notice to Grantor. If City removes any Equipment or Service Facilities, City will be responsible for the repair of any damage to the Building caused by City during the removal.

(d) Following any excavation by City in, or other work by City disturbing the surface of the Utility Lines Easement Area, City, subject to **Section 4.1(i)**, will promptly restore the surface area of the Utility Lines Easement Area to its base condition (which means basic pavement or compacted soil, as applicable). City will not be responsible for restoring any enhanced treatment that has been added to the Utility Lines Easement Area, including the use of cobblestone, brick, tile and other similar treatments.

Section 3.2. City's Access. City will have access to the Easement Areas twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year.

Section 3.3. Use of Generators. Grantor and Developer acknowledge that City's operation of the Generators may block portions of the Access Easement Area and create excess noise, odors, and visual and physically hazardous obstructions, including, but not limited to, high voltage electrical cabling; provided, however, City will use good faith efforts to minimize the disruption to the Building, to Developer's use or operation of the Building, or to any tenant's use or operation of the Building. Developer releases City from any claims, demands, losses, liabilities, or damages (collectively, "**Claims**") based upon any diminution of value of, or damage to, the Building or any restriction on, or interference with, the activities or operations of Developer at the Building resulting from City's placement and/or operation of any Generators in the Access Easement Area, other than Claims resulting from the negligence or willful misconduct of City or its contractors, agents, officers, or employees.

Section 3.4. Specific Purpose Only. City may use the Easements only for the purposes set forth in this Agreement, and no other entry or activities upon or use of any part of the Property by City will be permitted. City acknowledges that, except for the exclusive right granted in **Section 1.1(a)** and **Section 1.1(d)** above, City's right to enter upon and use the various Easement Areas is non-exclusive (provided that Developer may not give any other person or entity any easement, license, or other right (i) to use the Utility Lines Easement Area that will interfere with the rights granted City under this Agreement, or (ii) to use the Access Easement Area that will unreasonably interfere with the rights granted City under this Agreement).

Section 3.5. Legal Use. City agrees not to use any of the Property (including, without limitation, the Building), the Easement Areas, or the Equipment and/or the Infrastructure for any purpose that is illegal or in violation of any applicable laws, regulations, or ordinances.

ARTICLE IV

DEVELOPER'S RESPONSIBILITIES

Section 4.1. Developer's Responsibilities. Developer will fulfill the following responsibilities:

(a) Developer will be solely responsible for maintaining and repairing the Building (including, but not limited to, the structural elements of the Building and the exterior walls of the Switchgear Room), and will use commercially reasonable efforts to keep any building systems of the Building (e.g., heating, venting, and air conditioning (HVAC) or fire suppression systems) that actually serve the Switchgear Room in good operating condition.

(b) Developer will coordinate with City the performance of any maintenance, repair, or other work by Developer that could potentially have a direct or indirect impact on the Equipment, the Infrastructure, and/or the Switchgear Room, in accordance with any procedures and guidelines agreed upon from time to time by City and Developer.

(c) If Developer acquires actual knowledge of any unauthorized parties entering or attempting to enter the Switchgear Room or of any damage to the entrance or door to the Switchgear Room, Developer will promptly notify City of such unauthorized entrance, attempted entrance, or damage. While Developer does not assume any responsibility to City to provide any security measures or assume any liability to City for failure to provide the same or for any inadequacy thereof, if Developer (in Developer's sole discretion) actually engages a company or directly employs individuals to provide security for the Building, Developer will use commercially reasonable efforts to cause representatives of such company or such individuals to periodically check the exterior entrance or door to the Switchgear Room for evidence of unauthorized parties entering or attempting to enter the Switchgear Room and of any damage to the entrance or door to the Switchgear Room and to promptly notify City of any such evidence or of any such damage.

(d) Developer will promptly notify City when Developer (including its property manager for the Building) becomes aware of any flooding or bursting or leaking of water pipes above the Switchgear Room, or in any area in the Building where there would likely be water intrusion into the Switchgear Room, and will use commercially reasonable efforts to protect the Switchgear Room from water intrusion from any such flooding or bursting or leaking water pipes.

(e) City intends to connect a hydrogen output sensor in the Switchgear Room to the Building's alarm system. Developer will maintain an alarm system capable of reading the data from the hydrogen output sensor. Developer will immediately notify City in case of an alert from the hydrogen output sensor by phone call to San Francisco 3-1-1.

(f) If City provides Developer notice of City's intent to place or operate any Generators or other heavy equipment (such as excavators, cranes, lifts, fueling trucks, or similar equipment necessary to perform maintenance, repairs, renovations, or other necessary work) near the Building or in the Access Easement Area, Developer will use commercially reasonable efforts to notify tenants or other occupants of the Building prior to the City's placement and/or operation of any such Generators or other heavy equipment (provided that the foregoing will not be deemed,

construed, or interpreted as requiring prior notice to such tenants or other occupants in the event of an emergency).

(g) Developer will use commercially reasonable efforts to remedy, or cause to be remedied, any latent or patent defects in the construction of the Switchgear Room's core and shell or of any building systems that actually serve the Switchgear Room of which Developer acquires actual knowledge within one (1) year after the Commencement Date ("**Defective Work**"); provided, however, if the Defective Work is covered for a longer period by warranty, then such one (1) year period will be extended until expiration of the warranty period. Further, Developer will use commercially reasonable efforts to enforce on behalf of City any rights or warranties Developer may have against other parties related to any Defective Work ("**Enforcement Obligation**").

(h) Upon receipt of an invoice from City, Developer will promptly reimburse City for the cost to repair any damage to the Equipment or the Switchgear Room resulting from the negligence or willful misconduct of Developer or its contractors, agents, officers, or employees.

(i) Developer agrees that no trees or shrubs will be planted, no structures or improvements of any kind or character will be constructed or placed, and, following the installation of any Equipment in the Utility Lines Easement Area, no excavation (including the installation of any other public or private utilities) will occur, above, under, on or within the Utility Lines Easement Area without the prior written consent of the SFPUC General Manager, which consent may be granted or withheld in their sole discretion. If the SFPUC General Manager consents to the installation of additional public or private utilities above, under, on or within the Utilities Lines Easement Area, then the SFPUC General Manager will have the further right to approve, in their sole discretion, the location of any such utilities to limit the impact of such utilities on the Equipment and/or the Infrastructure. A request for approval under this **Section 4.1(i)** ("**Utility Placement Approval Request**") will be made to the SFPUC General Manager through the SFPUC's project review process. In addition, any private or public utility provider subject to the approval requirements of this Section may also be subject to additional requirements imposed by City during the approval process that such utility provider relocate its utility facilities at its sole cost and expense as may be reasonably required by City in the exercise of City's rights under this Agreement, City ordinances or other applicable law. To prevent damage to the Equipment, Developer will not use vehicles or equipment in excess of the standards established by AASHTO-H20 within the Utility Lines Easement Area during construction and/or maintenance of any improvements on or adjacent to the Utility Lines Easement Area, or for any other purpose, without SFPUC's prior written approval.

(j) If Developer plans any construction or installation activities that would affect the Switchgear Room, the Equipment, the Infrastructure, or the Switchgear Room or Utility Lines Easement Areas, Developer will submit its engineering and construction plans (which plans will also include cross-section(s) showing the applicable Easement Area(s) impacted by such activity) to SFPUC for its review and approval at least ninety (90) days before commencing such activities, through the SFPUC's project review process, which approval may be granted or withheld in SFPUC's reasonable discretion. SFPUC will complete its review and note its concerns within forty-five (45) days after its receipt of plans conforming to this Section and such other information requested by SFPUC to conduct its review. If SFPUC fails to respond within such forty-five (45) day period, then SFPUC will be deemed to have disapproved Developer's request. SFPUC may

condition any approval of Developer's proposed construction or installation activity on any reasonable grounds, including, but not limited to, (i) Developer delivering commercially reasonable security to protect, as applicable, the Switchgear Room, the Equipment, the Infrastructure, or the Switchgear Room or Utility Lines Easement Areas, (ii) SFPUC assigning personnel to monitor Developer's activities, at no cost to Developer, and (iii) delaying commencement of Developer's proposed activities to ensure that such proposed activities do not damage the Equipment or the Infrastructure or impair City's rights under this Agreement.

Section 4.2. No Developer Access to Switchgear Room. Except in the event of an emergency, Developer will have no access to the Switchgear Room unless City gives prior written consent for each entry, which consent may be granted or withheld in City's sole discretion.

Section 4.3. No Interference. After the Commencement Date, Developer will not knowingly allow the installation of any equipment, devices, systems, or physical obstructions in the Building that would result in unreasonable technical interference with the operation of the Equipment or the Infrastructure. For purposes of this Agreement, "technical interference" may include, but is not limited to, any equipment, device, system, or physical obstruction in the Building that causes electronic or physical obstruction of the operation of the Equipment or the Infrastructure; provided, however, that any standard maintenance equipment, mechanical equipment (e.g., elevators or HVAC systems), office equipment, information technology equipment, or other similar equipment, device, or system will be conclusively deemed not to cause technical interference with the Equipment or the Infrastructure. City will give Developer written notice if there is any unreasonable technical interference with the operation of the Equipment or the Infrastructure, describing the nature of such interference. On notice of any such interference, Developer will cooperate with City to identify the source of such interference, and Developer will use commercially reasonable efforts to mitigate such interference.

ARTICLE V

ADDITIONAL RIGHTS AND OBLIGATIONS

Section 5.1. Cooperation. During the term of this Agreement, each Party will provide such assistance and cooperation as the other Parties may reasonably request in connection with performance of the applicable Party's duties and obligations under this Agreement.

Section 5.2. Party Contacts. Each Party will appoint at least one representative as a contact for purposes of this Agreement. Each Party will provide the other Parties with written notice setting forth the names or titles and contact information of the individuals who are authorized to act for and on their behalf of such Party under this Agreement.

ARTICLE VI

INSURANCE

Section 6.1. Developer's Insurance Requirement. Developer will maintain property insurance coverage, extended coverage and special extended coverage insurance for the Building. Such coverage will (i) be written on the broadest available "all risk" (special-causes-of-loss) policy

form or an equivalent form reasonably acceptable to Developer, (ii) include an agreed-amount endorsement for no less than the full replacement cost of the Building or such lesser coverage amount as Developer may reasonably elect (provided, such coverage amount is not less than 90% of such full replacement cost), and (iii) from and after the Commencement Date, by written endorsement, name City, the SFPUC and their officers, directors, employees and agents as additional insureds or otherwise directly insure City's interest in the Property pursuant to this Agreement. On City's written request, Developer will promptly deliver to City certificates of insurance evidencing the insurance coverage required hereunder (and, if applicable, showing City, the SFPUC and their officers, directors, employees and agents as additional insureds); provided, however, if City expressly indicates in its written request that a copy of the actual policy for such insurance coverage is necessary for City to submit a claim under such policy or otherwise to exercise City's rights as an additional insured under such policy, then Developer will promptly deliver to City a copy of such policy.

Section 6.2. City Not Required to Carry Insurance. It is acknowledged by the Parties hereto that this Agreement does not require City to carry liability insurance with respect to its use of the Easements herein granted solely because it is the policy of City to self-insure as to the matters covered by such insurance.

ARTICLE VII

WAIVER OF SUBROGATION

The terms and provisions of this **ARTICLE VII** will be inoperative as to City unless and until City's policy of self-insurance changes and City is procuring liability insurance covering its use of the Easements granted herein. If City does obtain liability insurance, each Party, for itself and, to the extent it is legally permissible for it to do so and without affecting the coverage provided by insurance maintained by such Party, on behalf of its insurer, hereby releases and waives any right to recover against the other Parties from any liability for (i) damages for injury to or death of persons, (ii) any loss or damage to property, (iii) any loss or damage to buildings or other improvements, or (iv) claims arising by reason of any of the foregoing, to the extent that such damages and/or claims under (i) through (iv) are covered (and only to the extent of such coverage) by insurance actually carried by each party irrespective of any negligence on the part of such party which may have contributed to such loss or damage. The provisions of this **ARTICLE VII** are intended to restrict each Party (as permitted by law) to recovery for loss or damage against insurance carriers to the extent of such coverage, and waive fully, and for the benefit of the other Parties, any rights and/or claims that might give rise to a right subrogation in any such insurance carrier.

ARTICLE VIII

INDEMNIFICATION

Section 8.1. City's Indemnification Obligations. City will indemnify, defend and hold Grantor and Developer, their board members, partners, members, shareholders, and other owners, and their respective officers, directors, employees, agents, successors and assigns (for purposes of this **Section 8.1**, "**Indemnified Parties**") harmless from all liabilities, penalties, costs, damages, expenses, claims or judgments (including, without limitation, reasonable attorneys' fees)

(collectively, “**Indemnified Claims**”), resulting from injury or the death of any person, physical damage to property, or the emission, discharge, or release of Hazardous Substances on or about the Property, which injury, death, physical damage, or emission, discharge, or release of Hazardous Substances arises out of or is connected with City’s (or City’s officers, employees, agents, or contractors) use or occupancy of any part of the Property under the authority of this Agreement to the extent that such Indemnified Claims arise from the gross negligence or willful misconduct of City or its contractors, agents, officers, or employees. For purposes of any indemnification obligations of City, neither Grantor, Developer, nor any of their respective officers, employees, agent, contractors, or invitees will be deemed an agent, employee, or contractor of City.

Grantor and Developer agree to give prompt notice to City with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to City set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit, or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim that Grantor or Developer has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to City, then City’s liability hereunder will terminate as to the matter for which such notice is not given but only to the extent City is prejudiced by such failure. City will, at its option but subject to the reasonable consent and approval of Grantor or Developer, as applicable, be entitled to control the defense, compromise or settlement of any such matter through counsel of City’s own choice; provided, however, that in all cases Grantor or Developer, as applicable, will be entitled to participate in such defense, compromise, or settlement at its own expense.

Section 8.2. Developer’s Indemnification Obligations. Without limiting the effect of the release set forth in ***Section 3.3*** above, from and after the Commencement Date, Developer will indemnify, defend and hold City, its officers, directors, shareholders, employees, agents, successors and assigns (for purposes of this ***Section 8.2, “Indemnified Parties”***) harmless from all Indemnified Claims, resulting from injury or the death of any person or physical damage to property, which injury, death or physical damage arises out of Developer’s failure to comply with the terms and conditions of this Agreement or any Defective Work, to the extent that such Indemnified Claims arise from the negligent or wrongful acts or omissions of Developer or its contractors, agents, officers, or employees. In no event will Developer be liable for any consequential, incidental or punitive damages.

City agrees to give prompt notice to Developer with respect to any Indemnified Claims initiated or threatened against any Indemnified Party, at the address for notices to Developer set forth herein, and in no event later than the earlier of (i) ten (10) business days after valid service of process as to any suit, or (ii) fifteen (15) business days after receiving written notification of the filing of such suit or the assertion of a claim that City has reason to believe is likely to give rise to an Indemnified Claim hereunder. If prompt notice is not given to Developer, then Developer’s liability hereunder will terminate as to the matter for which such notice is not given but only to the extent Developer is prejudiced by such failure. Grantor will, at its option but subject to the reasonable consent and approval of City, be entitled to control the defense, compromise or settlement of any such matter through counsel of Developer’s own choice; provided, however, that in all cases City will be entitled to participate in such defense, compromise, or settlement at its own expense.

ARTICLE IX

DAMAGE AND DESTRUCTION

Section 9.1. Repair of Damage by Developer. If the Switchgear Room or portions of the Building necessary for City's exercise of one or more of its Easements is damaged by a fire, earthquake, or any other act of nature ("**Casualty**") and Developer elects (in Developer's sole discretion) to repair or restore the Building, Developer will repair or restore the Switchgear Room to shell condition as part of Grantor's repair or restoration of the Building. Developer, within ninety (90) days after the date of the Casualty, will provide written notice to City indicating whether Developer has elected to repair or restore the Building. In no circumstances will Developer have any responsibility to restore or rebuild any portion of the Equipment or the Infrastructure.

Section 9.2. Repair Period Notice. If Developer elects (in Developer's sole discretion) to repair or restore the Building, Developer, within thirty (30) days after notifying City of such election, will provide written notice to City indicating, in Developer's good faith judgment, the anticipated period for repairing or restoring the Building to the extent necessary for City to resume its exercise of the Easements affected by the Casualty ("**Repair Period Notice**").

Section 9.3. Suspension of City's Easement Rights. Subject to **Section 9.4** below, if the Building is substantially damaged by a Casualty, SFPUC determines that, as a result of such Casualty, the Switchgear cannot be reliably operated using the Equipment remaining in the original Switchgear Room, and Developer elects (in Developer's sole discretion) not to repair or restore the Building, City's Easement rights will be suspended until Developer or any of its successors or assigns commences the repair or restoration of the Building or the construction of a new project at the Building site.

Section 9.4. Temporary Space. In the event of a Casualty affecting the Easements, Developer will reasonably cooperate with City to provide City with accommodations at the Project site for a temporary switchgear ("**Temporary Switchgear**") to minimize the disruption caused by such Casualty. The location of any Temporary Switchgear on the Property will be within the general location of the original Switchgear Room or such other location reasonably acceptable to each Party. The footprint of any Temporary Switchgear at the Project site will not be more than 50% larger than the footprint of the original Switchgear Room (unless necessary to comply with then current law), and the Easement Areas may be reasonably modified, on a temporary basis, to account for the expanded footprint of any Temporary Switchgear. If providing such accommodations on the Property would materially and adversely impair Developer's operations on the Property and City is able to find a location off the Property that is reasonably satisfactory to City for a Temporary Switchgear, then City will locate the Temporary Switchgear off the Property. If, after construction of a Temporary Switchgear, Developer or any of its successors or assigns elects to repair or restore the Building or to construct a new project, then Developer will provide written notice of such election to City at least six (6) months before commencing any repairs, restoration, or construction so that City may construct a Temporary Switchgear off the Property during such repairs, restoration, or construction. Developer will be responsible for the reasonable costs of constructing and dismantling the "core and shell" of any Temporary Switchgear, if housed in a fence or structure. In no circumstances, however, will Developer have any responsibility for the costs of constructing or installing any equipment or infrastructure for any Temporary Switchgear.

Section 9.5. Developer's Obligation If Rebuild. If Developer or any of its successors or assigns repairs or restores the Building or constructs a new project, then City's Easement rights will be automatically reinstated without the need for additional notice or other documentation from and after the commencement of such repair or restoration or such construction; provided, however, upon commencing construction of a new project, the dimensions and location of the new switchgear room ("**New Switchgear Room**") and the new easement areas may be reasonably modified to account for the then footprint of the new project and any other developments surrounding such project; provided, further, that Developer will use its good faith efforts to keep the New Switchgear Room within the general location of the original Switchgear Room and to keep the dimensions of the New Switchgear Room substantially the same as the dimensions of the original Switchgear Room (unless necessary to comply with then current law) so that the operation, maintenance, or repair of the electrical distribution system in the public right-of-way is not adversely impacted by a change in the location or a reduction in the dimensions of the New Switchgear Room. Developer will be responsible for the reasonable costs of repairing or restoring the "core and shell" of the Switchgear Room or constructing the "core and shell" of any New Switchgear Room. In no circumstances, however, will Developer have any responsibility for the costs of repairing or restoring any portion of the Equipment or the Infrastructure or for the costs of constructing or installing any equipment or infrastructure for any New Switchgear Room. The provisions of this **Section 9.5** will expressly survive the termination of this Agreement.

Section 9.6. Waiver of Statutory Provisions. The provisions of this Agreement, including those in this **ARTICLE IX**, constitute an express agreement between Developer, Grantor and City that applies in the event of any Casualty. Accordingly, the Parties hereby fully waive the provisions of California Civil Code Sections 1932(2) and 1933(4), and any similar statute now or hereafter in force.

Section 9.7. No Termination Fee. No Termination Fee will be due in connection with any termination of this Agreement pursuant to this **ARTICLE IX**.

ARTICLE X

MECHANICS LIENS

City's obligations pursuant to this **ARTICLE X** will not apply to any work or other activities performed by Grantor or Developer. City will keep the Project free and clear of all mechanics', material suppliers' or similar liens, or claims thereof, arising or alleged to arise in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by City or at its request or for its benefit in the Easement Areas. If any mechanics' liens are placed on the Project in connection with the activities of City set forth in this Agreement, City will promptly cause such liens to be released and removed from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute. If City will fail to release or remove such lien within ninety (90) days of City's receipt of notice from Grantor or Developer, and City is not diligently proceeding to release or remove such lien, Grantor or Developer will have the right, but not the obligation, to record a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute, and City will reimburse Grantor or Developer, as applicable, for the reasonable costs of obtaining and recording such bond within sixty (60) days after Licensee's receipt of an invoice therefor, together with reasonably

acceptable substantiation thereof.

ARTICLE XI

SUBORDINATION

Section 11.1. Subordination of Encumbrances. Subject to the rights of HUD, the Parties agree that this Agreement will become or remain superior in priority to the lien of any mortgage, deed of trust, or any other security instrument now or hereafter affecting or encumbering the Project, or any part thereof or interest therein.

Section 11.2. Developer to Obtain Subordination Agreement. Developer will promptly obtain from any holder (the "**Mortgagee**") of any existing lien of any mortgage, deed of trust, or any other security instrument affecting or encumbering the Property, or any part thereof or interest therein, a written agreement from such Mortgagee acknowledging the subordination of such security instrument to this Agreement or, in lieu of such acknowledgment, agreeing that (a) a breach of or default under the mortgage, deed of trust, or other security instrument will not defeat or render invalid the lien or charge of this Agreement against the Property, (b) the Agreement will be binding upon and effective against any person whose title to any portion of the Project is acquired by foreclosure, trustee's sale, deed in lieu of foreclosure or trustee's sale, or otherwise through the exercise of any rights or remedies provided for in the mortgage, deed of trust, or other security instrument, and (c) any lien or charge created pursuant to this Agreement will be a continuous lien or charge against the Property unaffected by and not subject to being extinguished as a result of any right or remedy under or any action that may be taken in connection with the mortgage, deed of trust, or other security instrument. Such agreement will be in a form reasonably satisfactory to City and will be recorded concurrently with this Agreement; provided, however, failure to record such agreement will not affect the Mortgagee's agreement as set forth in this Section.

ARTICLE XII

USE AND STORAGE OF HAZARDOUS MATERIALS

City will not cause or permit any hazardous materials to be transported to, brought upon, produced, manufactured, generated, stored, handled, used, treated, released, discharged, emitted or disposed of in, on or about the Property without Developer's and Grantor's prior written consent, which consent may be withheld in Developer's and Grantor's sole discretion; provided, however, that City will have the right to use and store reasonable and customary amounts of hazardous materials necessary for the installation, construction, alteration, maintenance, and operational requirements of the Equipment and/or the Infrastructure without obtaining Developer's and Grantor's prior approval, so long as such use and storage complies with all applicable environmental laws.

ARTICLE XIII

LITIGATION FEES

Section 13.1. Meet and Confer. The Parties will meet and confer in good faith in an effort to reach an agreement regarding the matters at issue if there is a dispute between the Parties regarding the meaning or applicability of any terms or conditions of this Agreement, if any Party desires clarification on the meaning or applicability of any terms or conditions of this Agreement, or if any Party desires to amend or modify this Agreement. Any Party may request a meeting pursuant to this ***Section 13.1*** by giving written notice of such request to the other Parties. Such meeting will be at a time and place mutually convenient to each Party. Any agreement reached by the Parties will be memorialized in writing and signed by each Party. This ***Section 13.1*** will survive the termination of this Agreement.

Section 13.2. General. If any Party brings an action or proceeding (including any cross-complaint, counterclaim, or third-party claim) against any other Party or Parties by reason of a default, or otherwise arising out of this Agreement, the Prevailing Party in such action or proceeding will be entitled to its costs and expenses of suit, including but not limited to reasonable attorneys' fees, which will be payable whether or not such action is prosecuted to judgment. Notwithstanding the foregoing, no Party may institute any action or proceeding against any other Party or Parties unless and until the meet and confer procedures set forth in ***Section 13.1*** above have been satisfied.

Section 13.3. Fee Award for In-House Counsel. For purposes of this Agreement, reasonable fees of attorneys of the City Attorney's Office or any in-house counsel of Developer or Grantor will be based on the fees regularly charged by private attorneys with an equivalent number of hours of professional experience in the subject matter area of the law for which the City Attorney's Office, Developer or Grantor's in-house counsel's services were rendered who practice in the City and County of San Francisco, State of California, in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

ARTICLE XIV

MISCELLANEOUS

Section 14.1. Complete Agreement. This Agreement and the Exhibits referenced in or attached to this Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and supersede all prior agreements, both written and oral, with respect to such subject matter.

Section 14.2. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed to be an original of this Agreement, but all of which, when taken together, will be deemed to constitute one and the same agreement.

Section 14.3. Notices. Any notices, demands, consents, approvals, and requests given under this Agreement will be in writing and given by delivering the notice in person, by commercial courier or by sending it by registered or certified mail, or Express Mail, return receipt requested, with postage prepaid, to the mailing address listed below or any other address notice of which is

given. For the convenience of the Parties, in addition to but not in lieu of, the notice served as set forth above, copies of notices may also be given by telefacsimile, to the telefacsimile numbers listed below or such other numbers as may be provided from time to time.

Grantor: Attn: Germaine Tonia Lediju, PhD
Housing Authority of the City and County of San Francisco
1813 Egbert Avenue
San Francisco, CA 94124

with copies to: Attn: Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
1300 Clay Street, 11th Floor
Oakland, CA 94612

Developer: Potrero Housing Associates II, L.P.
600 California St., Ste. 900
San Francisco, CA 94108

with copies to: Attn: Charles Higley
Farella Braun +Martel
235 Montgomery Street 17th FL
San Francisco, CA 94104

SFPUC: Attn: Real Estate Director
SF Public Utilities Commission
525 Golden Gate Ave, 10th Floor
San Francisco, CA 94102-3220
Telefacsimile: (415) 934-5770

with copies to: Attn: Real Estate/Finance Team
City Attorney, City of San Francisco
Room 234, City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, California 94102-4682
Telefacsimile: (415) 554-4755

Any mailing address or telefacsimile number may be changed at any time by giving written notice of such change in the manner provided above at least ten (10) days prior to the effective date of the change. All notices, demands, consents, approvals, and requests to be provided hereunder will be deemed to have been properly given on the date of receipt if served personally on a day that is a business day (or on the next business day if served personally on a day that is not a business day) or if mailed, the next business day after being deposited with an overnight courier or two business days after being deposited with the U.S. Postal Service (as evidenced by a postmark date). A person may not give official or binding notice by telefacsimile. The effective

time of a notice will not be affected by the receipt, prior to receipt of the original, or a telefacsimile copy of the notice.

Section 14.4. Successors and Assigns; Burden on Land. This Agreement will be binding in all respects upon, inure to the benefit of and be enforceable by the successors and permitted assigns of the Parties. The Easements and this Agreement will be a burden on the Property, which burden will run with the land and will be binding on any future owners and encumbrances of the Property or any part thereof and their successors and assigns.

Section 14.5. Third Party Beneficiaries. This Agreement and all of its provisions and conditions are solely for the benefit of the Parties and will not be deemed to confer upon third parties any remedy, claim, liability, right of reimbursement, cause of action or other right in excess of those existing without reference to this Agreement.

Section 14.6. Governing Law. This Agreement will be governed by, and construed and enforced in accordance with, the Laws of the State of California.

Section 14.7. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. Furthermore, if any provision of this Agreement or the application thereof to any person, entity, or circumstance is determined by a non-appealable decision by a court, administrative agency or arbitrator with jurisdiction of the matter to be invalid, void or unenforceable in any respect, the remaining provisions of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it has been held invalid, void or unenforceable, will remain in full force and effect and in no way be affected, impaired or invalidated thereby, so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to a Party. Upon such a determination, the Parties will negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible.

Section 14.8. No Joint Venture. Nothing in this Agreement creates or is intended to create an association, trust, partnership or joint venture.

Section 14.9. Limitation on Waivers. Except as expressly set forth in this Agreement, no failure to exercise and no delay in exercising, on the part of a Party, any right, remedy, power or privilege hereunder will operate as a waiver thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. To the maximum extent permitted by applicable Law, (a) no claim or right arising out of this Agreement will be released, waived or renounced, in whole or in part, by the Party holding such claim or right, unless in writing signed by such Party; (b) no waiver that may be given by a Party will be applicable except in the specific instance for which it is given; and (c) no notice to or demand on a Party will be deemed to be a waiver of any obligation of such Party or of the right of the Party giving such notice or demand to take further action without notice or demand as provided in this Agreement.

Section 14.10. Amendments and Waivers. The Parties may, from time to time, (a) enter into written amendments, supplements or modifications hereto for the purpose of adding or modifying any provisions to this Agreement or changing in any manner the rights of the Parties hereunder, or (b) waive, on such terms and conditions as may be specified in writing, any of the requirements of this Agreement.

Section 14.11. Disclaimer of Developer's Responsibility. Developer will have no responsibility or liability whatsoever (i) for the construction, installation, or completion of, or the performance of any warranty work on the Infrastructure except as required under the Switchgear Agreements, (ii) if City elects not to accept the Switchgear Room or the Infrastructure, (iii) for the operation and maintenance of the Switchgear, the Equipment, or the Infrastructure, or (iv) for any latent or patent defect in the Switchgear or the Equipment. This Section will survive the termination of this Agreement.

Section 14.12. Saturdays, Sundays, Holidays, Etc. If the last or appointed day for the taking of any action required or permitted by this Agreement will be a day which is not a Business Day, then such action may be taken on the next succeeding day which is a Business Day. "**Business Day**" means Monday through Friday that is not a City holiday.

Section 14.13. Time. Time is of the essence of this Agreement and each and every part hereof.

Section 14.14. No Dedication; Notices Concerning Use. Nothing in this Agreement will be deemed a dedication of any portion of the Project to or for the benefit of the general public. Grantor reserves the right to record, post and publish notices as referred to in Section 813, 1008 and 1009 of the California Civil Code; provided, that such notices will not affect the rights and obligations of Grantor, Developer and City hereunder and, where appropriate, any such notice will include recognition of the provisions of this Agreement.

(Signatures on Following Page)

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

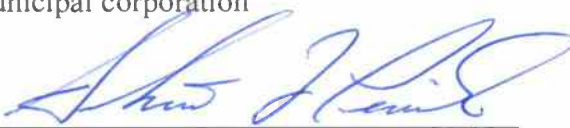
By: Signed in counter-part
Name: Germane Tonia Lediju, PhD
Title: Acting Executive Director

APPROVED AS TO FORM AND LEGALITY:

Signed in counter-part
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Accepted and agreed by City:


CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
Name: ANDRICO Q. PENICK 5/6/21
Title: Director of Property

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

RECOMMENDED:

By: 
A7E44054B0CA4A4
Shari Geller Diamant
Deputy City Attorney

By: 
360FAE26405E47C
MICHAEL P. CARLIN
Acting General Manager, San Francisco
Public Utilities Commission

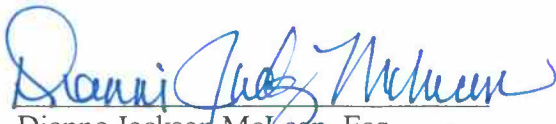
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

By: signed in-counter-part
Name: Germane Tonia Lediju, PhD
Title: Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:


Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Accepted and agreed by City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: signed in counterpart
Name: ANDRICO Q. PENICK
Title: Director of Property

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

RECOMMENDED:

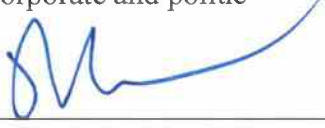
By: signed in counter-part
Shari Geller Diamant
Deputy City Attorney

By: Signed in counter-part
MICHAEL P. CARLIN
Acting General Manager, San Francisco
Public Utilities Commission

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

GRANTOR:

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

By: 
Name: Germane Tonia Lediju, PhD
Title: Chief Executive Officer

APPROVED AS TO FORM AND LEGALITY:

Signed In Counterpart
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Accepted and agreed by City:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: Signed In Counter-Part
Name: ANDRICO Q. PENICK
Title: Director of Property

APPROVED AS TO FORM:

DENNIS HERRERA,
City Attorney

RECOMMENDED:

By: Signed In - Counterpart
Shari Geller Diamant
Deputy City Attorney

By: Signed In Counter-Part
MICHAEL P. CARLIN
Acting General Manager, San Francisco
Public Utilities Commission

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
) ss
County of)

On May 17, 2021, before me, Linda Martin, a notary public in and for said State, personally appeared Germaine Tonia Lediju, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Linda Martin

(Seal)




DEVELOPER:

POTRERO HOUSING ASSOCIATES II, L.P.,
a California limited partnership

By: Potrero Housing II LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: 
Name: MARIE DEBOR
Its: VICE PRESIDENT

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

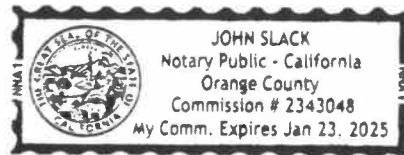
State of California)
) ss
County of Orange)

On April 26, 2021, before me, John Slack, a notary public in and for said State, personally appeared Marie Debar, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature John Mack (Seal)



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco)

On May 6, 2021 before me, Rachel Gosiengfiao, Notary Public
(insert name and title of the officer)

personally appeared Andrico Q. Penick,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

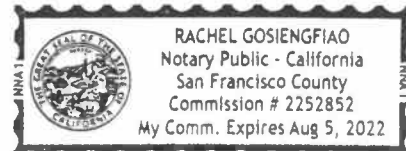
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Rachel Gosiengfiao

(Seal)




CERTIFICATE OF ACCEPTANCE

This is to certify that the interest in real property conveyed by this easement agreement dated MAY 7th, 2021, from the grantor to the City and County of San Francisco, a municipal corporation, is hereby accepted pursuant to Sections 23.4 and 23.31 of the San Francisco Administrative Code, and the grantee consents to recordation thereof by its duly authorized officer.

Dated: 5-6, 2021

CITY AND COUNTY OF SAN FRANCISCO

By: 
ANDRICO Q. PENICK 5/6/21
Director of Property

DEVELOPER:

POTRERO HOUSING ASSOCIATES II, L.P.,
a California limited partnership

By: Potrero Housing II LLC,
a California limited liability company,
its general partner

By: BRIDGE Housing Corporation,
a California nonprofit public benefit corporation,
its sole member/manager

By: _____

Name: _____

Its: _____

EXHIBIT B

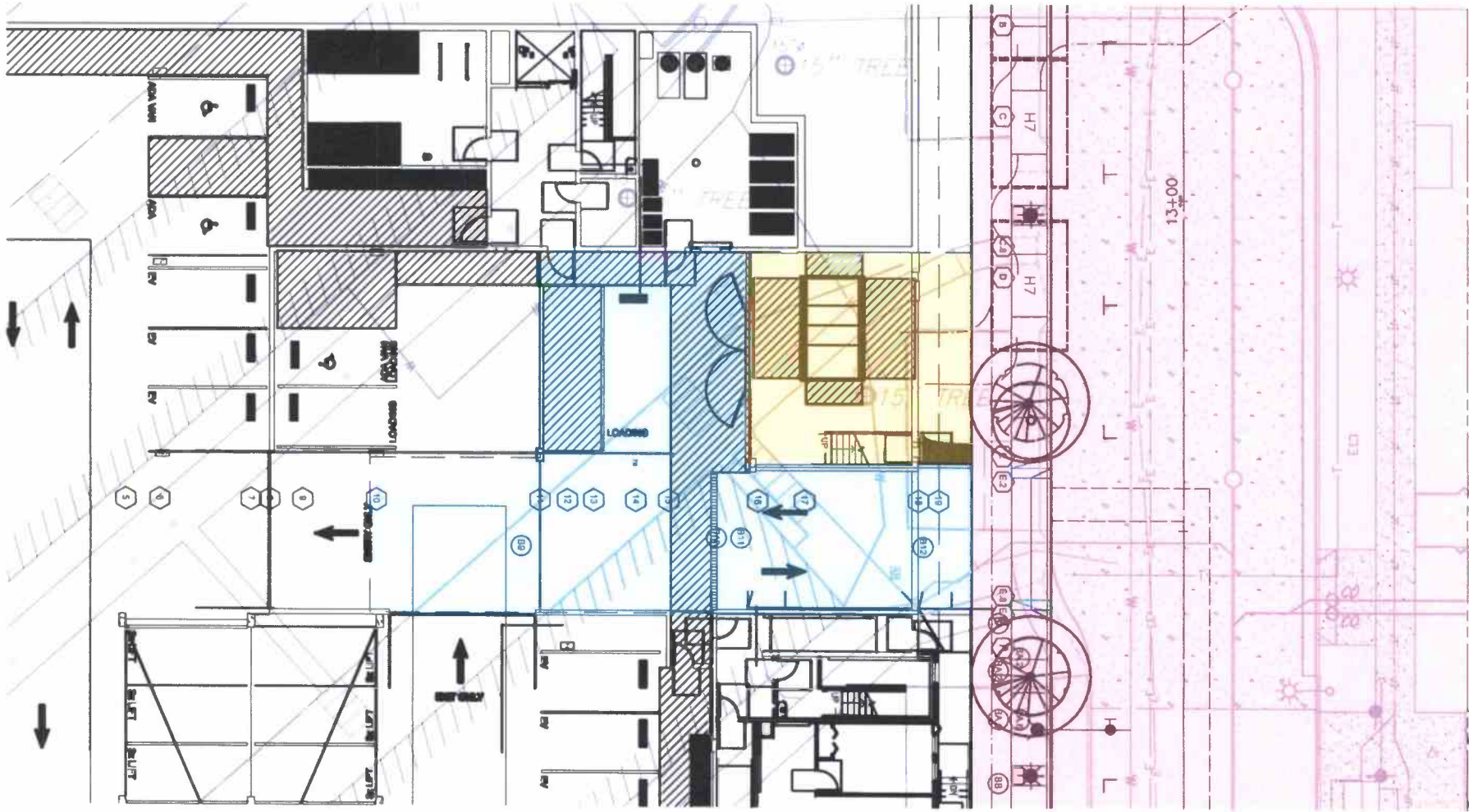
Description of Switchgear Room

[To be Added by Amendment]

EXHIBIT B-1

Depiction of Switchgear Room

(See Attached)



The red is the public right of way. The yellow is the easement for the switchgear room and I would include the area outside of the building to the right of way due to the conduits passing through. The blue is an easement for accessing the room, so it includes the driveway, PUC parking space and turnaround area. I think that we should restrict the rights to just access to prevent PG&E or PUC from using any of the area for storage or "growing" the room.

EXHIBIT C

Description of Utility Lines Easement Area

[To be Added by Amendment]

EXHIBIT C-1

Depiction of Utility Lines Easement Area

[To be Added by Amendment]

EXHIBIT D

Description of Access Easement Area

[To be Added by Amendment]

EXHIBIT D-1

Depiction of Access Easement Area

[To be Added by Amendment]

RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED MAIL TO:
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: 4285B-001, 002, 003, 004, 005, 006

Space above this line for Recorder's Use

AMENDED AND RESTATED IRREVOCABLE OFFER OF IMPROVEMENTS
(Parcel Map No. 9610)

Bridge-Potrero Community Associates LLC, a California limited liability company, hereby irrevocably offers to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, those certain public improvements described in **Exhibit A** and as shown on **Exhibit B** attached hereto, which improvements are described and depicted in Public Works Permit No. 21-IE-00075.

With respect to this offer of improvements, it is understood and agreed that: (i) upon acceptance of this offer of public improvements, the City shall own and be responsible for public facilities and improvements, subject to the maintenance obligation of fronting property owners or other permittees pursuant to the Public Works Code, including, but not limited to, Public Works Code Sections 706 and 786, and (ii) the City and its successors and assigns shall incur no liability or obligation whatsoever with respect to such offer of improvements, unless and until such offer has been formally accepted by the Director of Public Works or the Board of Supervisors and subject to any exception that may be provided in a separate instrument, such as a permit under Public Works Code Section 786, or other local law.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto. The previous Irrevocable Offer of Improvements dated April 23, 2021 shall be superseded by this Amended and Restated Offer of Improvements.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this 2nd day of June, 2025.

BRIDGE-Potrero Community Associates LLC,
a California limited liability company

By: 

Name: Smitha Seshadri

Its: Authorized Signatory

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of San Francisco

On June 2, 2025 before me, Nikola Cicin-Sain, Notary Public
(insert name and title of the officer)

personally appeared Smitha Seshadri,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature

N C S

(Seal)

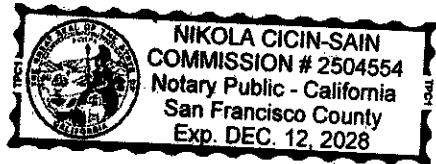


Exhibit A

Description of Improvements

Public Improvements as permitted in Street Improvement Permit #21IE-00075, as amended through Instructional Bulletins (IB) #1 through #4, generally including:

25th Street

- New combined sewer system and water system from approximately 150' east of Wisconsin Street to the boundary of Phase 1 improvements at Connecticut Street
- New underground utilities and new joint trench from Wisconsin Street to Connecticut Street
- New street section from Wisconsin to Connecticut Streets
- New sidewalk on north side with temporary A/C sidewalk and dike from approximately 150 east of Wisconsin Street to boundary of Phase 1 improvements at Connecticut Street
- New curb, sidewalk, street trees, and streetlights on south side of street. Street trees fronting Block A between Wisconsin and Arkansas streets are deferred for future installation via Infrastructure Plan Amendment and IB#4 and are excluded from this offer of improvements.

26th Street

- New combined sewer system and water system from Wisconsin Street to Connecticut Street
- New joint trench
- New street section from Wisconsin to Connecticut Streets
- New curb, sidewalk, street trees, and streetlights on north side of street. Street trees fronting Block A between Wisconsin and Arkansas streets are deferred for future installation via Infrastructure Plan Amendment and IB#4 and are excluded from this offer of improvements.
- New curb, retaining wall and metal beam barricade on south side of street.

Wisconsin Street

- New water system at 25th Street intersection
- New joint trench
- New street section on east half of street from 25th -to 26th Streets
- New curb, sidewalk, and streetlights on east side of street. Street trees fronting Block A between 25th and 26th Streets are deferred for future installation via Infrastructure Plan Amendment and IB#4 and are excluded from this offer of improvements.

Arkansas Street

- New street with water, combined sewer, joint trench, street section, curb, sidewalk, street trees and streetlights. Street trees on west side of street fronting Block A between

25th to 26th Streets are deferred for future installation via Infrastructure Plan Amendment and IB#4 and are excluded from this offer of improvements.

Connecticut Street

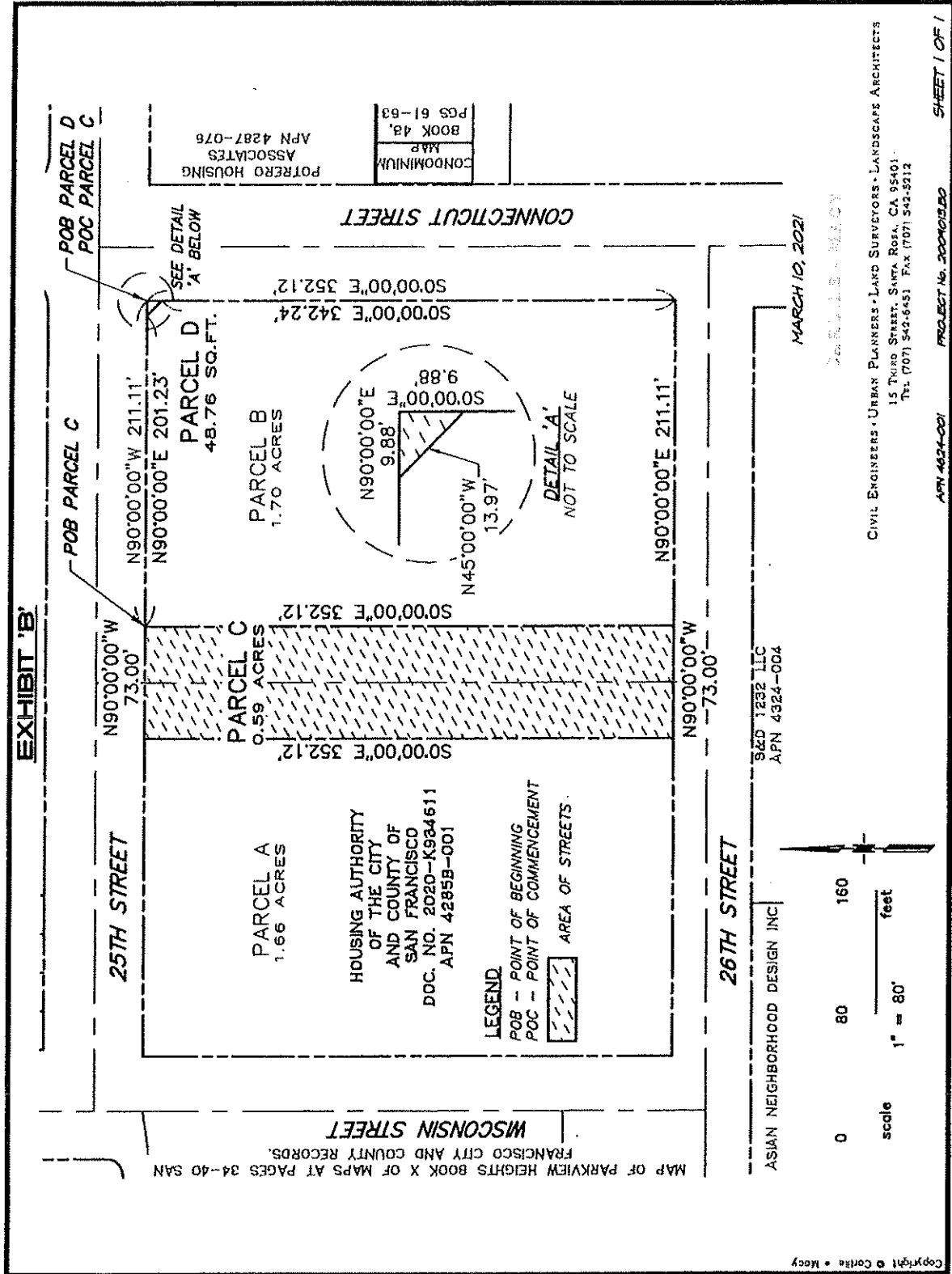
- Replacement combined sewer (replace existing 24" with new 32" HDPE)
- New joint trench on west side of street, including supporting facilities for switchgear/primary meter for SFPUC/PG&E interface
- New curb, sidewalk, street trees, and streetlights on west side of street from 25th Street to 26th Street.
- New curb, sidewalk on east side of street to accommodate tabling of intersection for pedestrian accessibility from 26th Street to the north for approximately 107'

Switchgear Room

- All items within the switchgear room located in Block B adjacent to Connecticut Street including the pad mounted switchgear cabinet and associated equipment in the room, related conduits and conductors both inside and below the building and outside the public right of way, lights, monitoring systems, and exhaust fan.

Exhibit B

Site Map



RECORDING REQUESTED BY:
City and County of San Francisco

WHEN RECORDED MAIL TO:
Director of Property
Real Estate Department
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

Documentary Transfer Tax is Zero;
No fee for recording pursuant to
Government Code § 27383

APN: Block ____, Lot ____

Space above this line for Recorder's Use

OFFER OF DEDICATION
(Parcels C and D in Parcel Map No. 9610)

The Housing Authority of the City and County of San Francisco, a public body corporate and politic (the "Authority"), being the fee title owner of record of the herein described property, hereby irrevocably offers to dedicate, by quitclaim deed, to the City and County of San Francisco, a municipal corporation (the "City"), and its successors and assigns, for street sidewalk and right-of-way purposes, any and all right, title and interest in the real property situated in the City and County of San Francisco, State of California, as described in **Exhibit A** and shown on **Exhibit B** attached hereto and made a part hereof. The City acknowledges that such offer is subject to the final approval of the United States Department of Housing and Urban Development.

It is understood and agreed that the City, and its successors and assigns, shall incur no liability or obligation whatsoever with respect to such offer of dedication, and except as may be provided by separate instrument, shall not assume any responsibility for the offered parcels of land or any improvements thereon or therein, unless and until such offer has been accepted by appropriate action of the Board of Supervisors of the City.

The provisions hereof shall inure to the benefit of and be binding upon the heirs, successors, assigns and personal representatives of the respective parties hereto.

(Signatures on following page)

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this ____ day
of _____, 20____.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

By: 

Germaine Tonia Lediju, PhD
Chief Executive Officer

APPROVED AS TO FORM:

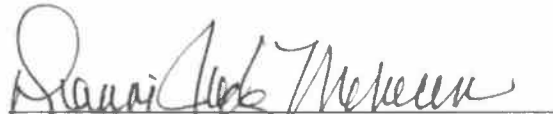
Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

IN WITNESS WHEREOF, the undersigned has executed this instrument as of this ____ day
of _____, 20____.

HOUSING AUTHORITY OF THE CITY AND COUNTY OF SAN FRANCISCO,
a public body corporate and politic

By: _____
Germaine Tonia Lediju, PhD
Chief Executive Officer

APPROVED AS TO FORM:


Dianne Jackson McDean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)

On April 26, 2021, before me, Linda Martin, a Notary Public, personally appeared Germane Tonia Lediju, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Lediju



Exhibit A

Legal Description

(See Attached)

EXHIBIT 'A'

Being portions of the Lands of the Housing Authority of the City and County of San Francisco as shown on that certain map entitled Map Of Potrero Low Rent Housing Project Showing Street Opening, filed September 25, 1940 in Book O of Maps at Page 16 in the Office of the Recorder of the City and County of San Francisco, and portions of 25th Street, Connecticut Street, Wisconsin Street and 26th Street as shown on said map and described in that Quit Claim Deed from the City and County of San Francisco to the Housing Authority of the City and County of San Francisco recorded May 26, 2020 under Doc. No. 2020-K934611, official records of City and County of San Francisco, and being more particularly described as follows:

PARCEL C

Commencing at the Northeast corner of the Lands of the Housing Authority of the City and County of San Francisco, as described in quit claim deed recorded May 26, 2020 under Doc. No. 2020-K934611, official records of the City and County of San Francisco, thence along said North line of said deed, West, 211.11 feet to the Point of Beginning; thence leaving said North line, South 352.12 feet to the South line of said deed; thence along said South line, West, 73.00 feet; thence leaving said South line, North, 352.12 feet to the North line of said Deed, thence along the North line, East, 73.00 feet to the Point of Beginning.

Containing 0.59 acres, more or less


PARCEL D

Beginning at the Northeast corner of the Lands of the Housing Authority of the City and County of San Francisco, as described in quit claim deed recorded May 26, 2020 under Doc. No. 2020-K934611, official records of the City and County of San Francisco, thence along the East line of said deed, South, 9.88 feet; thence leaving said east line, North 45°00'00" West, 13.97 feet to the north line of said deed; thence along said North line, East, 9.88 feet to the Point of Beginning.

Containing 48.8 Square Feet, more or less

BASIS OF BEARINGS: That certain Map entitled "Map of Potrero Low Rent Housing Project Showing Street Opening", filed September 25, 1940 in Book 'O' of Maps at Page 16, San Francisco City and County Records.

This description prepared by Carlile • Macy.


James Lee Smith
PLS 8185



2/10/2021
Date

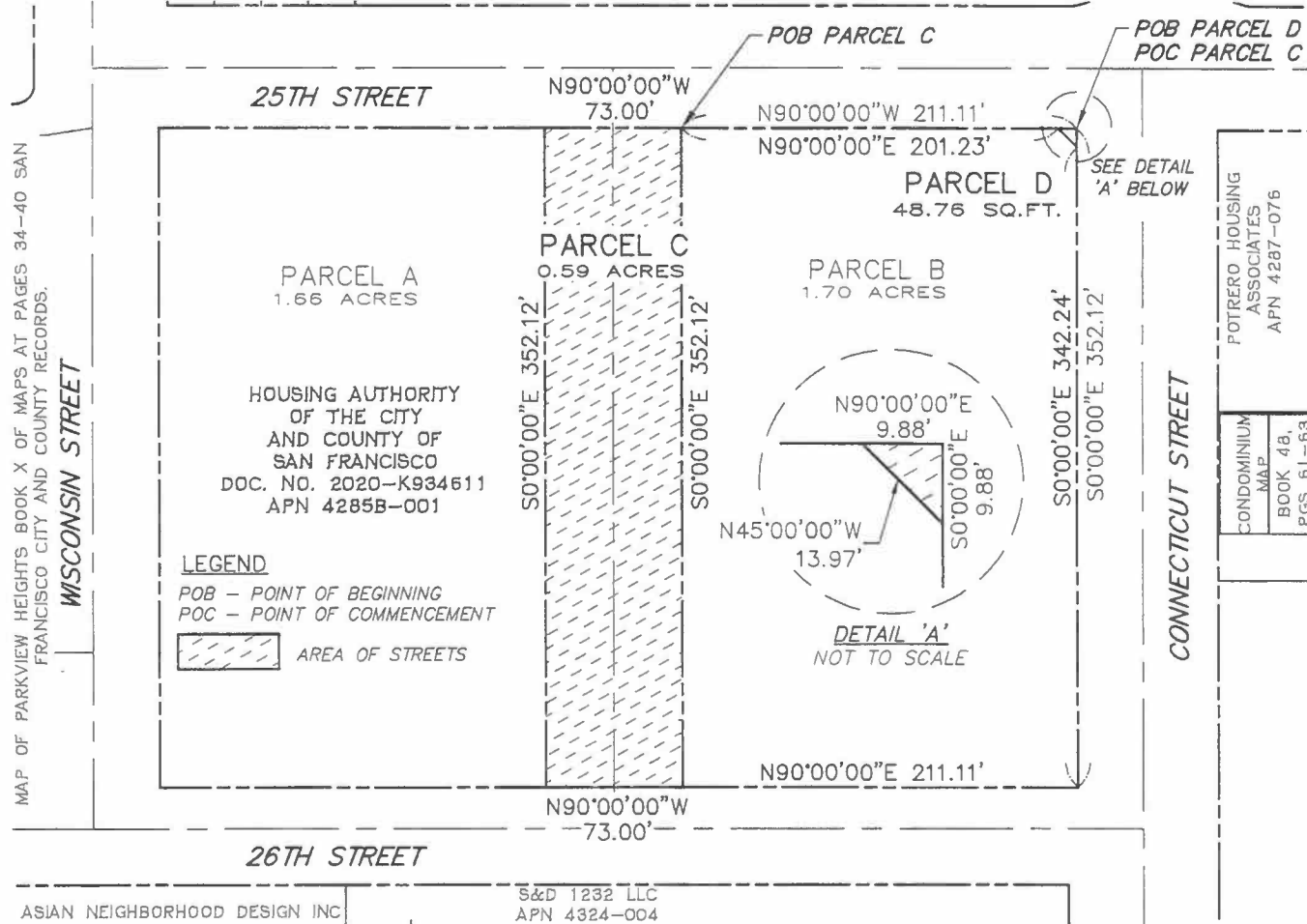
END OF DESCRIPTION

Exhibit B

Plat Map

(See Attached)

EXHIBIT 'B'



POTRERO HOUSING
ASSOCIATES
APN 4287-076

CONDOMINIUM
MAP
BOOK 48,
PGS 61-63

MARCH 10, 2021

CARLILE • MACY

CIVIL ENGINEERS • URBAN PLANNERS • LAND SURVEYORS • LANDSCAPE ARCHITECTS

15 THIRD STREET, SANTA ROSA, CA 95401
TEL (707) 542-6451 FAX (707) 542-5212

APN 4624-001

PROJECT No. 2009013.B0

SHEET 1 OF 1

This document is exempt from payment of a recording fee pursuant to California Government Code Section 27383

**RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:**

Housing Authority of the City and
County of San Francisco
1815 Egbert Street
San Francisco, CA 94124
Attn: Acting Executive Director

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Block/Lot: _____

Address: _____, San Francisco, California

QUITCLAIM DEED
(Potrero Phase I)¹

In accordance with Section 10.3.3 of that certain Master Development Agreement dated as of March 3, 2017, by and between the Housing Authority of the City and County of San Francisco, a public body, corporate and politic (the "Authority"), the City and County of San Francisco, a municipal corporation (the "City"), and Bridge-Potrero Community Associates, LLC, a California limited liability company ("Developer"), recorded in the official records of the City and County of San Francisco on March 3, 2017, as document number 2017-K416601-00, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Authority, the Authority, does hereby quitclaim to the City and County of San Francisco, a municipal corporation, all of its right, title and interest in and to all of that real property located in the City and County of San Francisco, California described in Exhibit A attached hereto.

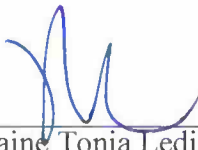
Remainder of Page Left Intentionally Blank

¹ Phase 1 under this Quitclaim Deed corresponds to Phase 2 under the Master Development Agreement for Potrero Annex and Terrace by and among the Authority, the City, and Developer.

IN WITNESS WHEREOF, the Authority has executed this quitclaim deed as of
_____, 2021.

**HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO**, a public body
corporate and politic

By:



Germaine Tonia Lediju
Chief Executive Officer

APPROVED AS TO FORM:

Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Notary Acknowledgement and Exhibit A attached

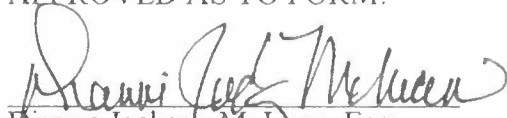
IN WITNESS WHEREOF, the Authority has executed this quitclaim deed as of _____, 2021.

**HOUSING AUTHORITY OF THE CITY AND
COUNTY OF SAN FRANCISCO**, a public body
corporate and politic

By: _____

Germaine Tonia Lediju
Chief Executive Officer

APPROVED AS TO FORM:



Dianne Jackson McLean, Esq.
Goldfarb & Lipman LLP
Special Legal Counsel

Notary Acknowledgement and Exhibit A attached

EXHIBIT A

Legal Description of Property

(See Attached)

EXHIBIT 'A'

Being portions of the Lands of the Housing Authority of the City and County of San Francisco as shown on that certain map entitled Map Of Potrero Low Rent Housing Project Showing Street Opening, filed September 25, 1940 in Book O of Maps at Page 16 in the Office of the Recorder of the City and County of San Francisco, and portions of 25th Street, Connecticut Street, Wisconsin Street and 26th Street as shown on said map and described in that Quit Claim Deed from the City and County of San Francisco to the Housing Authority of the City and County of San Francisco recorded May 26, 2020 under Doc. No. 2020-K934611, official records of City and County of San Francisco, and being more particularly described as follows:

PARCEL C

Commencing at the Northeast corner of the Lands of the Housing Authority of the City and County of San Francisco, as described in quit claim deed recorded May 26, 2020 under Doc. No. 2020-K934611, official records of the City and County of San Francisco, thence along said North line of said deed, West, 211.11 feet to the Point of Beginning; thence leaving said North line, South 352.12 feet to the South line of said deed; thence along said South line, West, 73.00 feet; thence leaving said South line, North, 352.12 feet to the North line of said Deed, thence along the North line, East, 73.00 feet to the Point of Beginning.

Containing 0.59 acres, more or less


PARCEL D

Beginning at the Northeast corner of the Lands of the Housing Authority of the City and County of San Francisco, as described in quit claim deed recorded May 26, 2020 under Doc. No. 2020-K934611, official records of the City and County of San Francisco, thence along the East line of said deed, South, 9.88 feet; thence leaving said east line, North 45°00'00" West, 13.97 feet to the north line of said deed; thence along said North line, East, 9.88 feet to the Point of Beginning.

Containing 48.8 Square Feet, more or less

BASIS OF BEARINGS: That certain Map entitled "Map of Potrero Low Rent Housing Project Showing Street Opening", filed September 25, 1940 in Book 'O' of Maps at Page 16, San Francisco City and County Records.

This description prepared by Carlile • Macy.


James Lee Smith
PLS 8185



3/10/2021
Date

END OF DESCRIPTION

PCR

Q:\2009\2009013.B0\Survey\Supporting Docs\Legal Descriptions\Ph2- Street Dedication.docx

CERTIFICATE OF ACCEPTANCE

As required under Government Code Section 27281, this is to certify that the interest in real property conveyed by the Quitclaim Deed dated _____, from The Housing Authority of the City and County of San Francisco a public body, corporate and politic to the City and County of San Francisco, a municipal corporation ("Grantee"), is hereby accepted by order of its Board of Supervisors' Ordinance No. _____, adopted on _____, and Grantee consents to recordation thereof by its duly authorized officer.

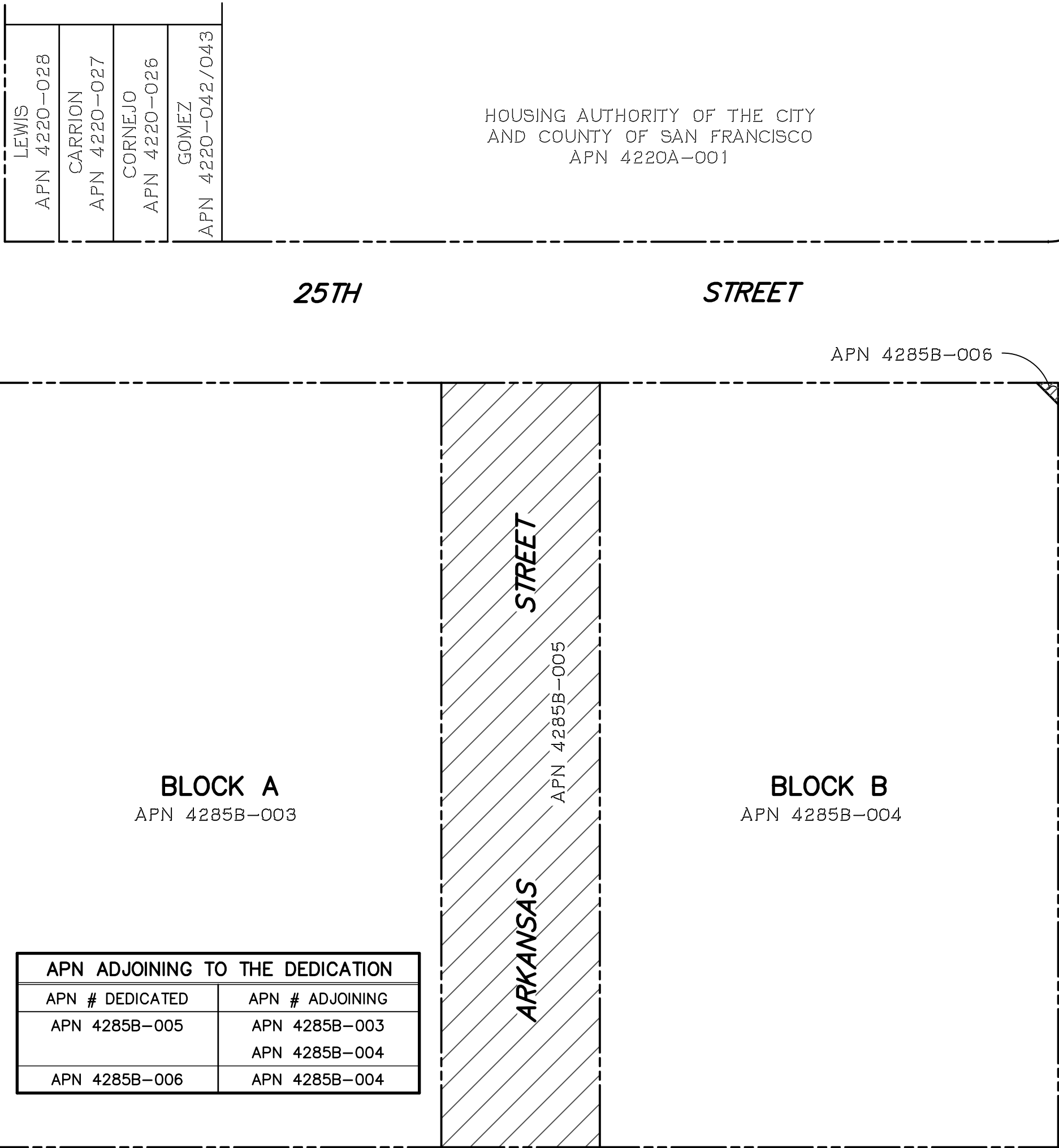
Dated: _____

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
Andrico Q. Penick
Director of Property

APPROVED LEGAL DESCRIPTION:

[]
City and County Surveyor

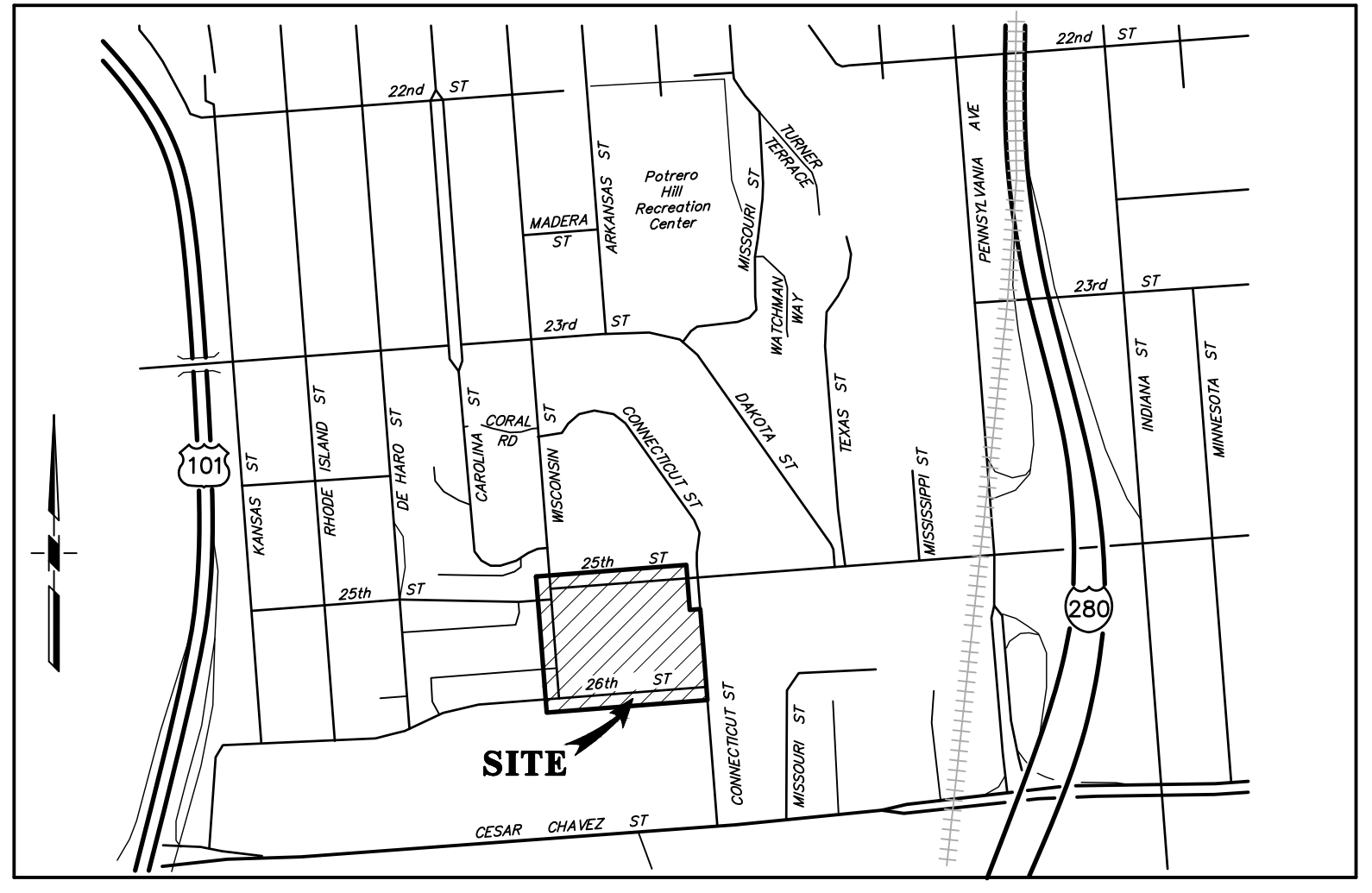


APN ADJOINING TO THE DEDICATION	
APN # DEDICATED	APN # ADJOINING
APN 4285B-005	APN 4285B-003
	APN 4285B-004
APN 4285B-006	APN 4285B-004

AREA DEDICATED	
APN #	SQ FT
APN 4285B-005	25,705
APN 4285B-006	49

ARKANSAS STREET

CONNECTICUT STREET



VICINITY MAP

NO SCALE

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION

BY: Mark R. Hale

MARK R. HALE
RCE 43973

DATE: JUNE 3, 2025



CITY AND COUNTY SURVEYOR'S STATEMENT:

BY: _____
ELIAS FRENCH.
PLS 9406
CITY & COUNTY SURVEYOR

APPROVED THIS _____ DAY OF _____, 20__.

THIS MAP COMPRISING OF 4 SHEETS, IS APPROVED AND MADE OFFICIAL AND THE PARCELS SHOW HEREON ARE DECLARED TO BE AN OPEN PUBLIC STREET, DEDICATED TO PUBLIC USE TO BE KNOWN BY THE NAME AS SHOWN ON THIS MAP BY ORDINANCE NO. _____ OF THE BOARD OF SUPERVISORS ADOPTED THE _____ DAY OF 20__.

RIGHT OF WAY DEDICATION DEEDED TO THE CITY AND COUNTY OF SAN FRANCISCO BY _____, DEED RECORDED _____.

RECORDER'S STATEMENT:

FILED THIS _____ DAY OF _____, AT _____ M., IN BOOK _____ OF SURVEY MAPS, AT PAGES _____, INCLUSIVE, AT THE REQUEST OF SFPW-BUREAU OF STREET USE AND MAPPING.

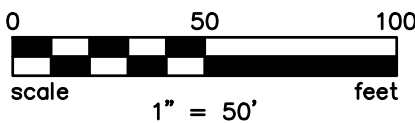
SIGNED: _____
COUNTY RECORDER
CITY AND COUNTY OF SAN FRANCISCO
STATE OF CALIFORNIA

REFERENCE:

FINAL MAP PARCEL MAP NO. 9610, RECORDED JULY 16TH, 2021 IN BOOK 51 OF PARCEL MAPS, PAGES 167 -171, OFFICE OF THE CITY AND COUNTY RECORDER.

LEGEND

APN XXXXX-XXX ASSESSORS PARCEL NUMBER
--- RIGHT OF WAY LINE
--- EXISTING PARCEL
--- NEW AREA DEDICATED AS STREET RIGHT OF WAY



NO.	DATE	DESCRIPTION TABLE OF CHANGES	BY

DRAWN: NLC

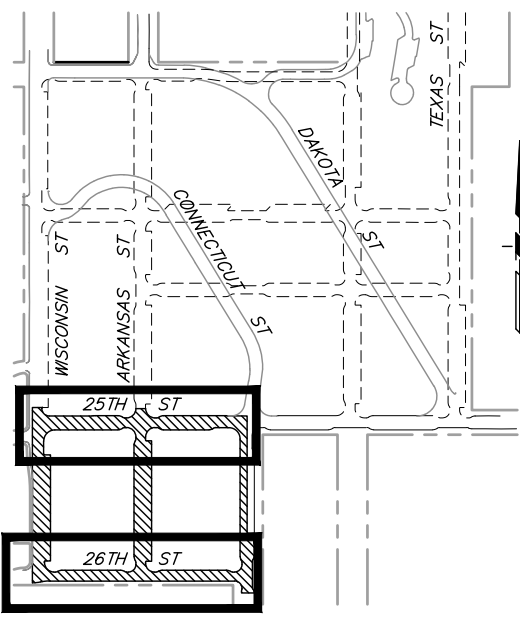
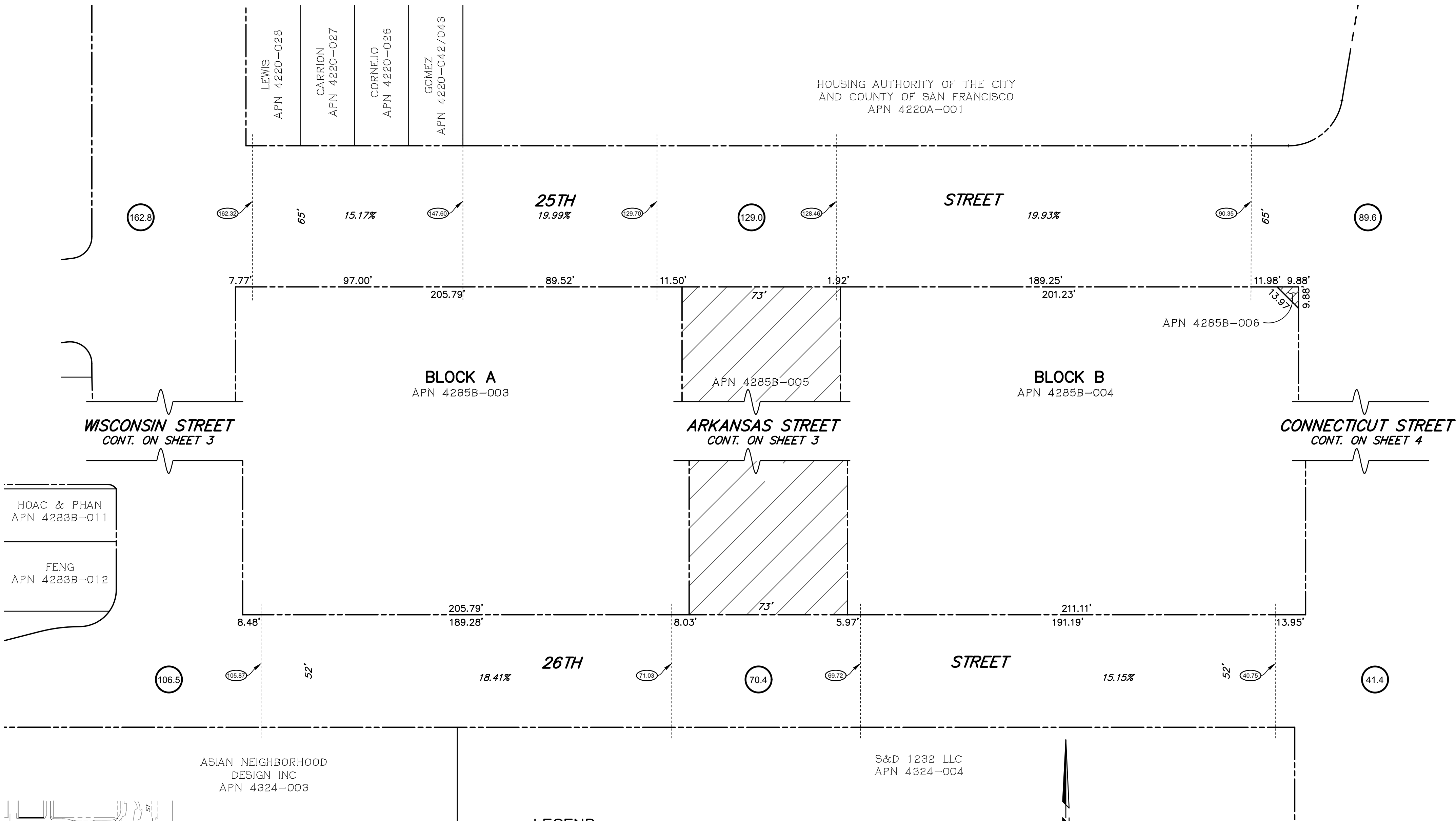
CHECKED: MRH

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET USE AND MAPPING

SCALE: AS SHOWN

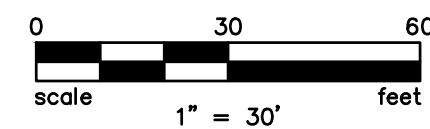
MAP SHOWING THE DEDICATION
AND OPENING

SHEET 1 OF 4 SHEETS FILE: A-17-231



LEGEND

- APN XXXXX-XXX ASSESSORS PARCEL NUMBER
- RIGHT OF WAY LINE
- EXISTING PARCEL
- GRADE CHANGE
- SLOPE PERCENTAGE
- ELEVATION AT INTERSECTION
- ELEVATION AT GRADE CHANGE
- AREA DEDICATED AS STREET RIGHT OF WAY



NO.	DATE	DESCRIPTION TABLE OF CHANGES	BY	DRAWN: NLC
				CHECKED: MRH

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET USE AND MAPPING	
SCALE: 1" = 30'	
MAP SHOWING THE DEDICATION AND OPENING OF 25TH STREET AND 26TH STREET	
SHEET 2 OF 4 SHEETS	FILE: A-17-231

ASIAN NEIGHBORHOOD DESIGN INC
APN 4324-003

S&D 1232 LLC
APN 4324-004

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO
APN 4220A-001

26TH STREET

25TH STREET

BLAIR TERRACE

WISCONSIN

STREET

16.85%

AB 4221A

18.23%

4.85%

LEWIS
APN 4220-028

26TH STREET
CONT. ON SHEET 2

25TH STREET
CONT. ON SHEET 2

BLOCK A

APN 4285B-003

ARKANSAS

STREET

17.82%

APN 4285B-005

BLOCK B

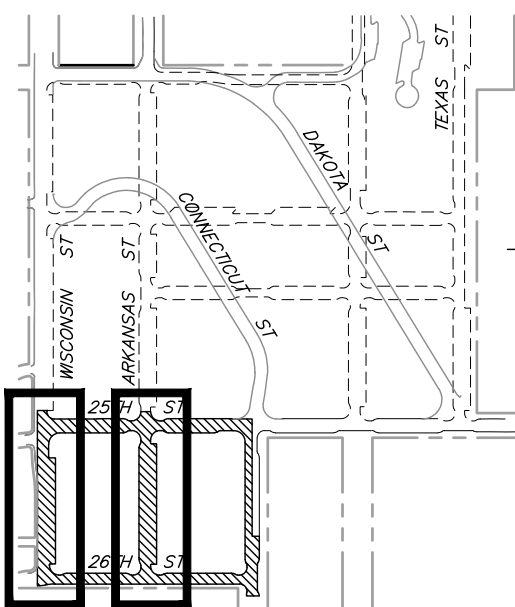
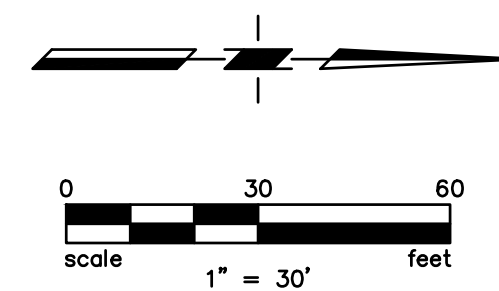
APN 4285B-004

26TH STREET
CONT. ON SHEET 2

25TH STREET
CONT. ON SHEET 2

LEGEND

- APN XXXXX-XXX ASSESSORS PARCEL NUMBER
—— RIGHT OF WAY LINE
—— EXISTING PARCEL
- - - - GRADE CHANGE
19.93% SLOPE PERCENTAGE
89.6 ELEVATION AT INTERSECTION
90.35 ELEVATION AT GRADE CHANGE
AREA DEDICATED AS STREET
RIGHT OF WAY



KEY MAP
NTS

NO.	DATE	DESCRIPTION TABLE OF CHANGES	BY	DRAWN: NLC
				CHECKED: MRH

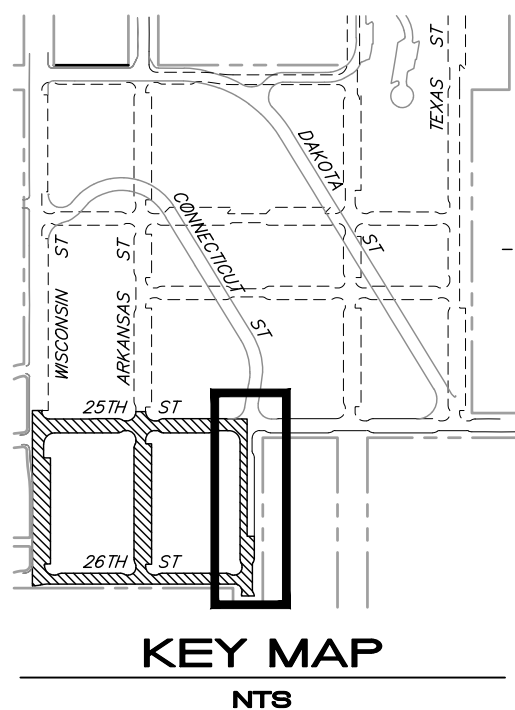
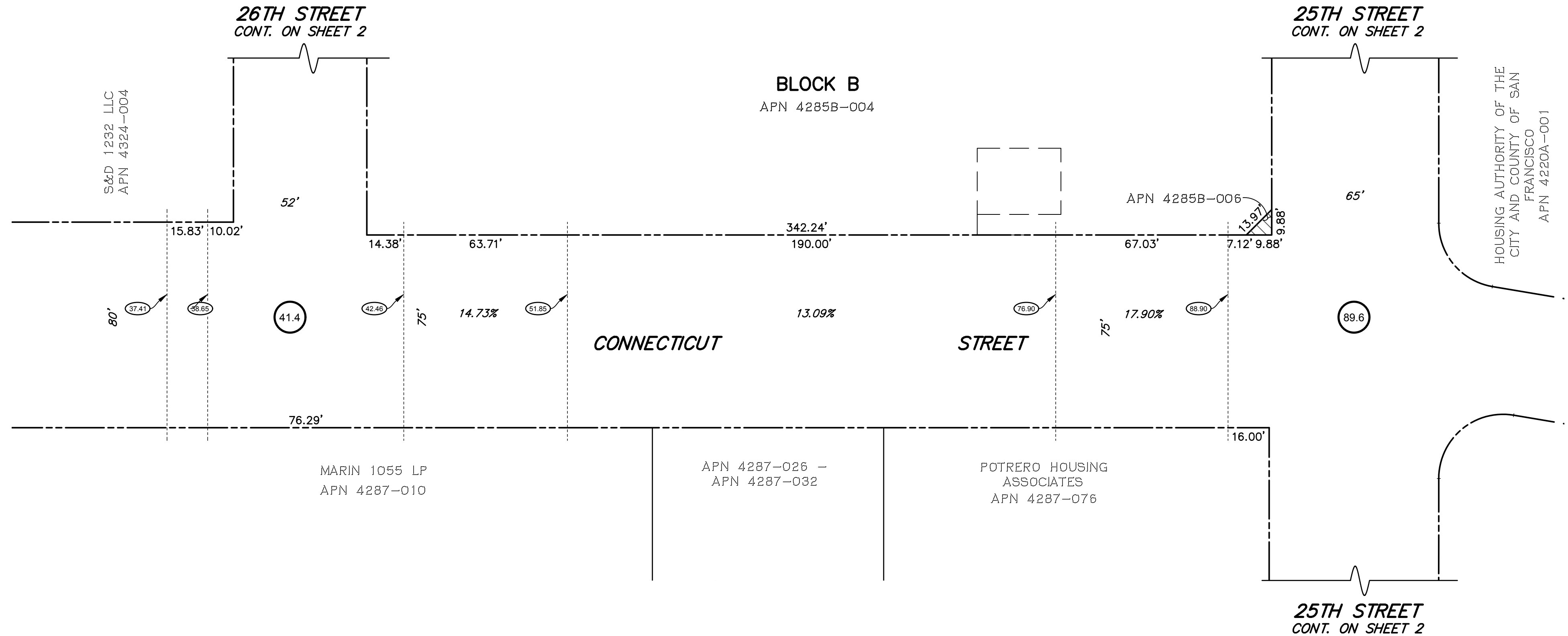
CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET USE AND MAPPING

SCALE: 1" = 30'

MAP SHOWING THE DEDICATION
AND OPENING OF WISCONSIN
STREET AND ARKANSAS STREET

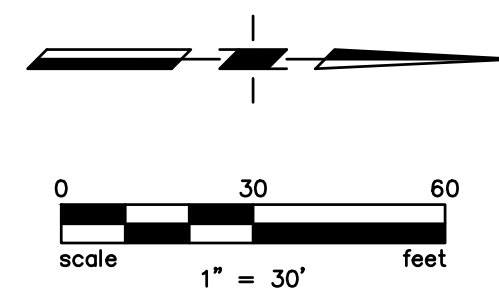
SHEET 3 OF 4 SHEETS

FILE: A-17-231



LEGEND

APN XXXXX-XXX	ASSESSORS PARCEL NUMBER
---	RIGHT OF WAY LINE
---	EXISTING PARCEL
---	GRADE CHANGE
19.93%	SLOPE PERCENTAGE
89.6	ELEVATION AT INTERSECTION
90.35	ELEVATION AT GRADE CHANGE
▨	AREA DEDICATED AS STREET RIGHT OF WAY

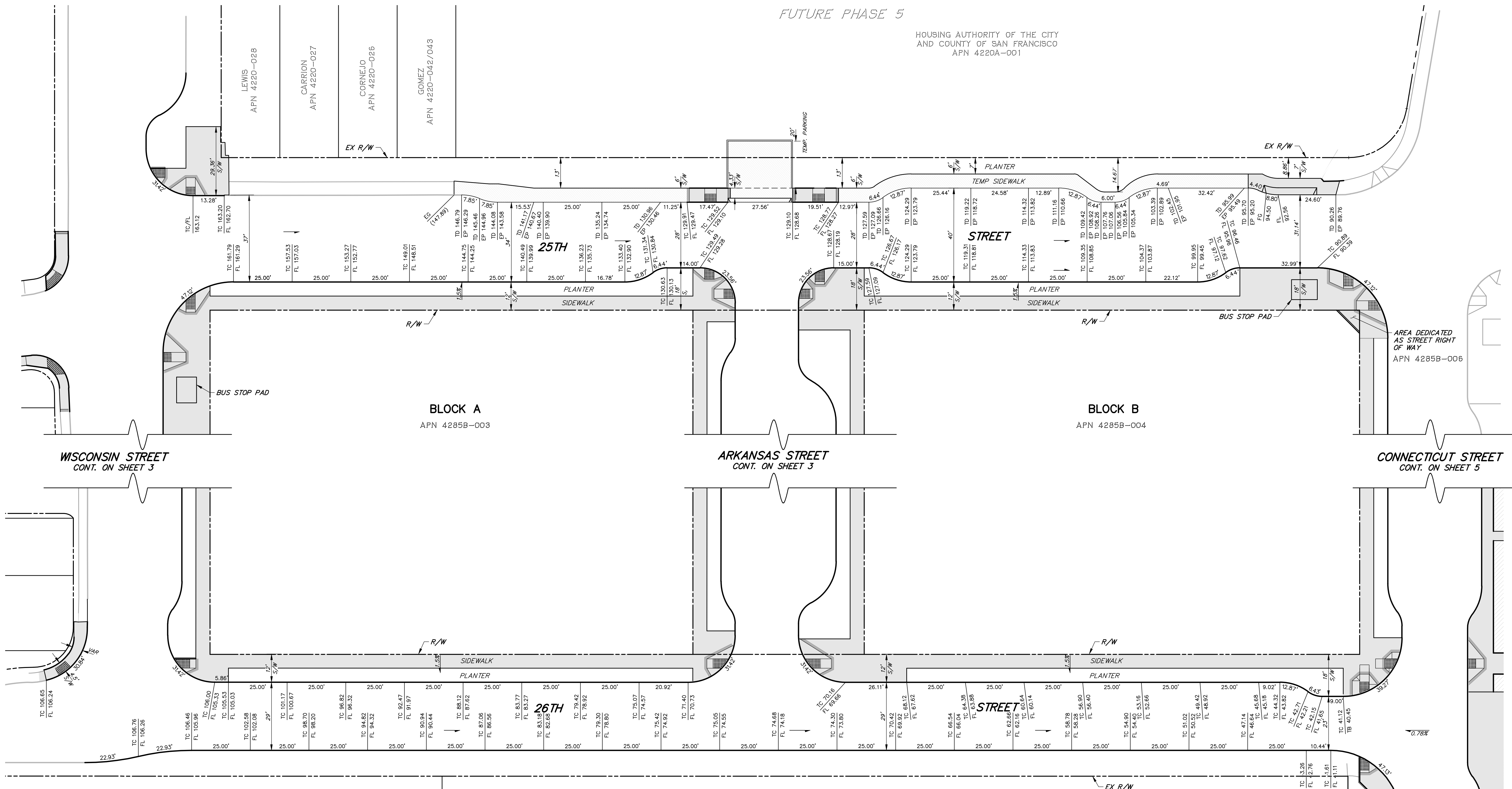


NO.	DATE	DESCRIPTION TABLE OF CHANGES	BY	CHECKED: MRH
				DRAWN: NLC

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET USE AND MAPPING	
SCALE: 1" = 30'	
MAP SHOWING THE DEDICATION AND OPENING OF CONNECTICUT STREET	
SHEET 4 OF 4 SHEETS	FILE: A-17-231

FUTURE PHASE 5

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO
APN 4220A-001



WISCONSIN STREET
CONT. ON SHEET 3

ARKANSAS STREET
CONT. ON SHEET 3

CONNECTICUT STREET
CONT. ON SHEET 5

BLOCK A
APN 4285B-003

BLOCK B
APN 4285B-004

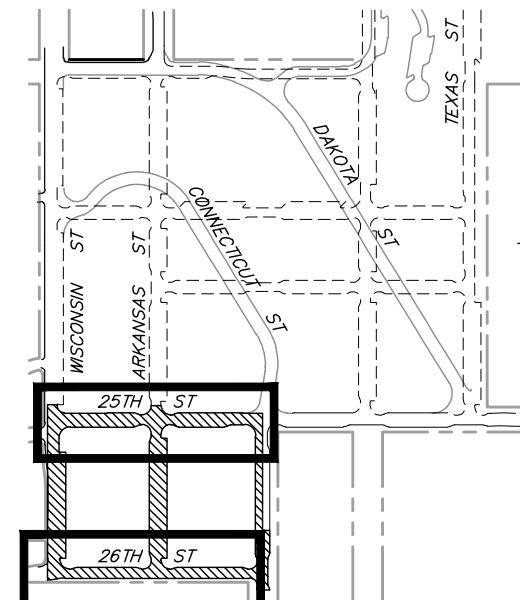
ASIAN NEIGHBORHOOD DESIGN INC
APN 4324-003

S&D 1232 LLC
APN 4324-004

REFERENCE:
FINAL MAP PARCEL MAP NO. 9610, RECORDED JULY 16TH, 2021 IN BOOK
51 OF PARCEL MAPS, PAGES 167 -171, OFFICE OF THE CITY AND COUNTY
RECORDER.

LEGEND

APN XXXXX-XXX	ASSESSORS PARCEL NUMBER
---	RIGHT OF WAY LINE
---	EXISTING PARCEL
---	FACE OF CURB
---	EXISTING FACE OF CURB
---	SIDEWALK
---	TEMP AC PAVING



KEY MAP
NTS

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET USE
AND MAPPING

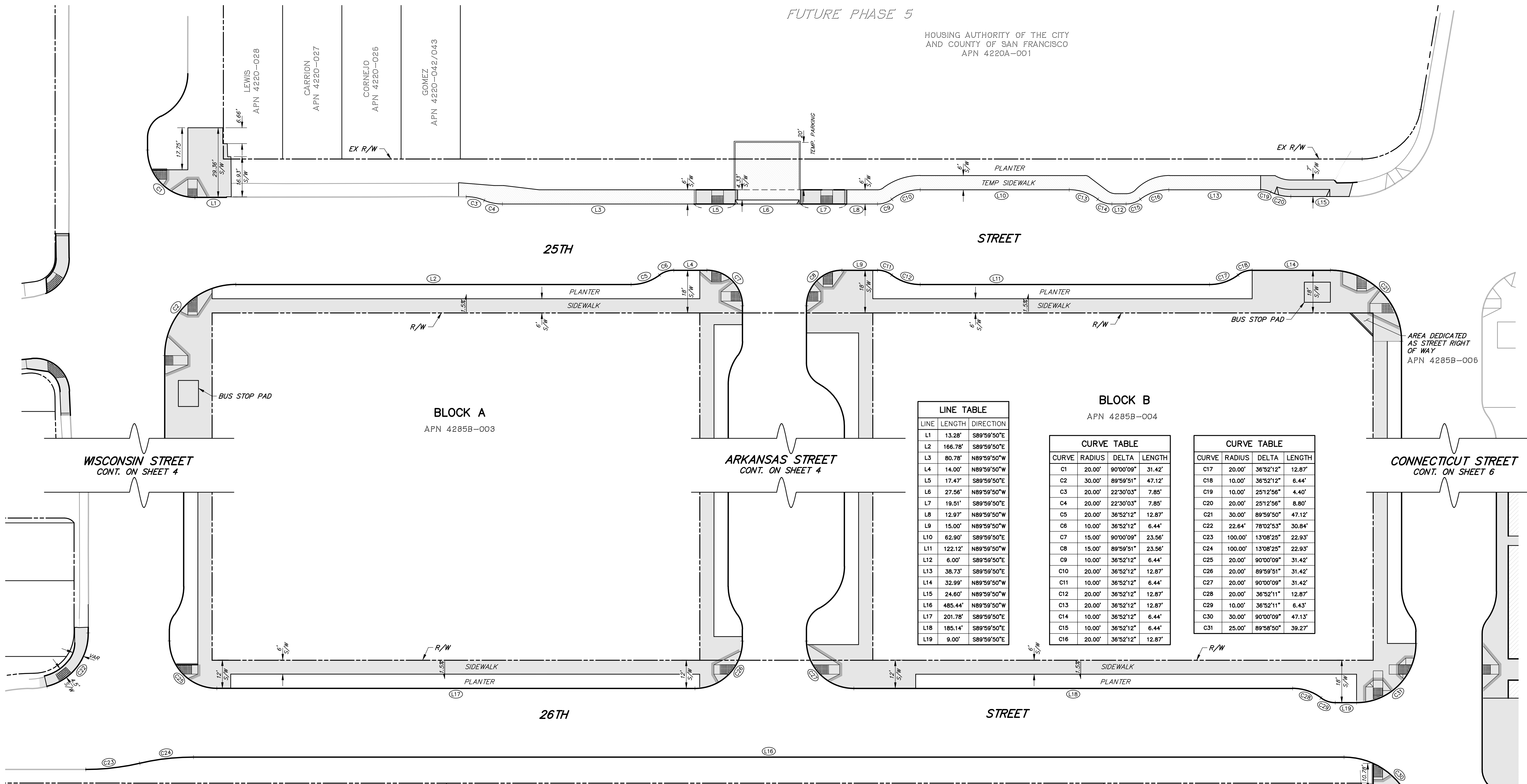
MAP SHOWING THE OFFICIAL
GRADE CHANGES OF 25TH STREET
AND 26TH STREET

SCALE: 1" = 20' SHEET 1 OF 6 SHEETS

ELIAS FRENCH, PLS 9406 CITY AND COUNTY SURVEYOR	NO.	DATE	DESCRIPTION TABLE OF CHANGES	BY	DRAWN: NLC	APPROVED:	FILE:
BY: _____ DATE: _____					CHECKED: MRH	DATE:	Q-20-1210

FUTURE PHASE 5

HOUSING AUTHORITY OF THE CITY
AND COUNTY OF SAN FRANCISCO
APN 4220A-001



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	13.28'	S89°59'50"E
L2	166.78'	S89°59'50"E
L3	80.78'	N89°59'50"W
L4	14.00'	N89°59'50"W
L5	17.47'	S89°59'50"E
L6	27.56'	N89°59'50"W
L7	19.51'	S89°59'50"E
L8	12.97'	N89°59'50"W
L9	15.00'	N89°59'50"W
L10	62.90'	S89°59'50"E
L11	122.12'	N89°59'50"W
L12	6.00'	S89°59'50"E
L13	38.73'	S89°59'50"E
L14	32.99'	N89°59'50"W
L15	24.60'	N89°59'50"W
L16	485.44'	N89°59'50"W
L17	201.78'	S89°59'50"E
L18	185.14'	S89°59'50"E
L19	9.00'	S89°59'50"E

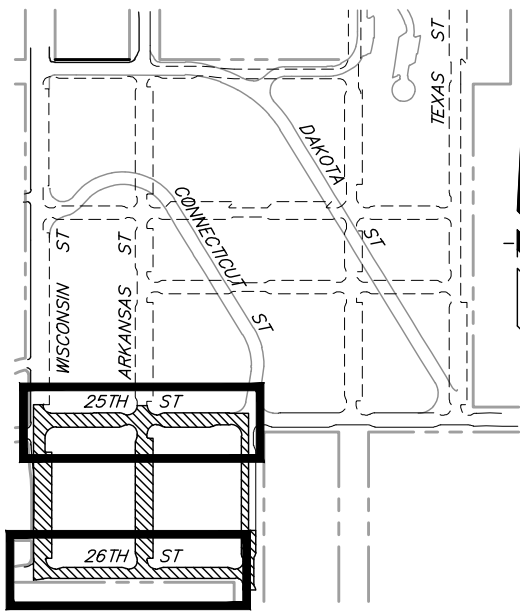
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	20.00'	90°00'09"	31.42'
C2	30.00'	89°59'51"	47.12'
C3	20.00'	22°30'03"	7.85'
C4	20.00'	22°30'03"	7.85'
C5	20.00'	36°52'12"	12.87'
C6	10.00'	36°52'12"	6.44'
C7	15.00'	90°00'09"	23.56'
C8	15.00'	89°59'51"	23.56'
C9	10.00'	36°52'12"	6.44'
C10	20.00'	36°52'12"	12.87'
C11	10.00'	36°52'12"	6.44'
C12	20.00'	36°52'12"	12.87'
C13	20.00'	36°52'12"	12.87'
C14	10.00'	36°52'12"	6.44'
C15	10.00'	36°52'12"	6.44'
C16	20.00'	36°52'12"	12.87'

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C17	20.00'	36°52'12"	12.87'
C18	10.00'	36°52'12"	6.44'
C19	10.00'	25°12'56"	4.40'
C20	20.00'	25°12'56"	8.80'
C21	30.00'	89°59'50"	47.12'
C22	22.64'	78°02'53"	30.84'
C23	100.00'	13°08'25"	22.93'
C24	100.00'	13°08'25"	22.93'
C25	20.00'	90°00'09"	31.42'
C26	20.00'	89°59'51"	31.42'
C27	20.00'	90°00'09"	31.42'
C28	20.00'	36°52'11"	12.87'
C29	10.00'	36°52'11"	6.43'
C30	30.00'	90°00'09"	47.13'
C31	25.00'	89°58'50"	39.27'

REFERENCE:
FINAL MAP PARCEL MAP NO. 9610, RECORDED JULY 16TH, 2021 IN BOOK
51 OF PARCEL MAPS, PAGES 167 -171, OFFICE OF THE CITY AND COUNTY
RECORDER.

LEGEND

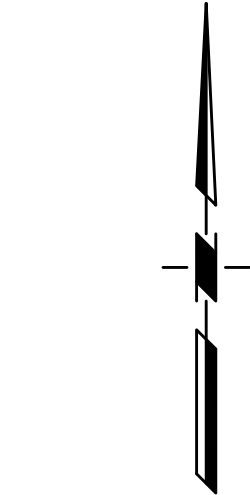
APN XXXXX-XXX	ASSESSORS PARCEL NUMBER
---	RIGHT OF WAY LINE
---	EXISTING PARCEL
---	FACE OF CURB
---	EXISTING FACE OF CURB
---	SIDEWALK
---	TEMP AC PAVING



KEY MAP
NTS

S&D 1232 LLC
APN 4324-004

ASIAN NEIGHBORHOOD DESIGN INC
APN 4324-003



0 20 40
scale 1" = 20' feet

CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET USE
AND MAPPING

MAP SHOWING THE OFFICIAL
SIDEWALK WIDTHS OF 25TH
STREET AND 26TH STREET

SCALE: 1" = 20' SHEET 2 OF 6 SHEETS

ELIAS FRENCH, PLS 9406
CITY AND COUNTY SURVEYOR

BY: DATE:

NO. DATE

DESCRIPTION
TABLE OF CHANGES

BY

DRAWN: NLC

CHECKED: MRH

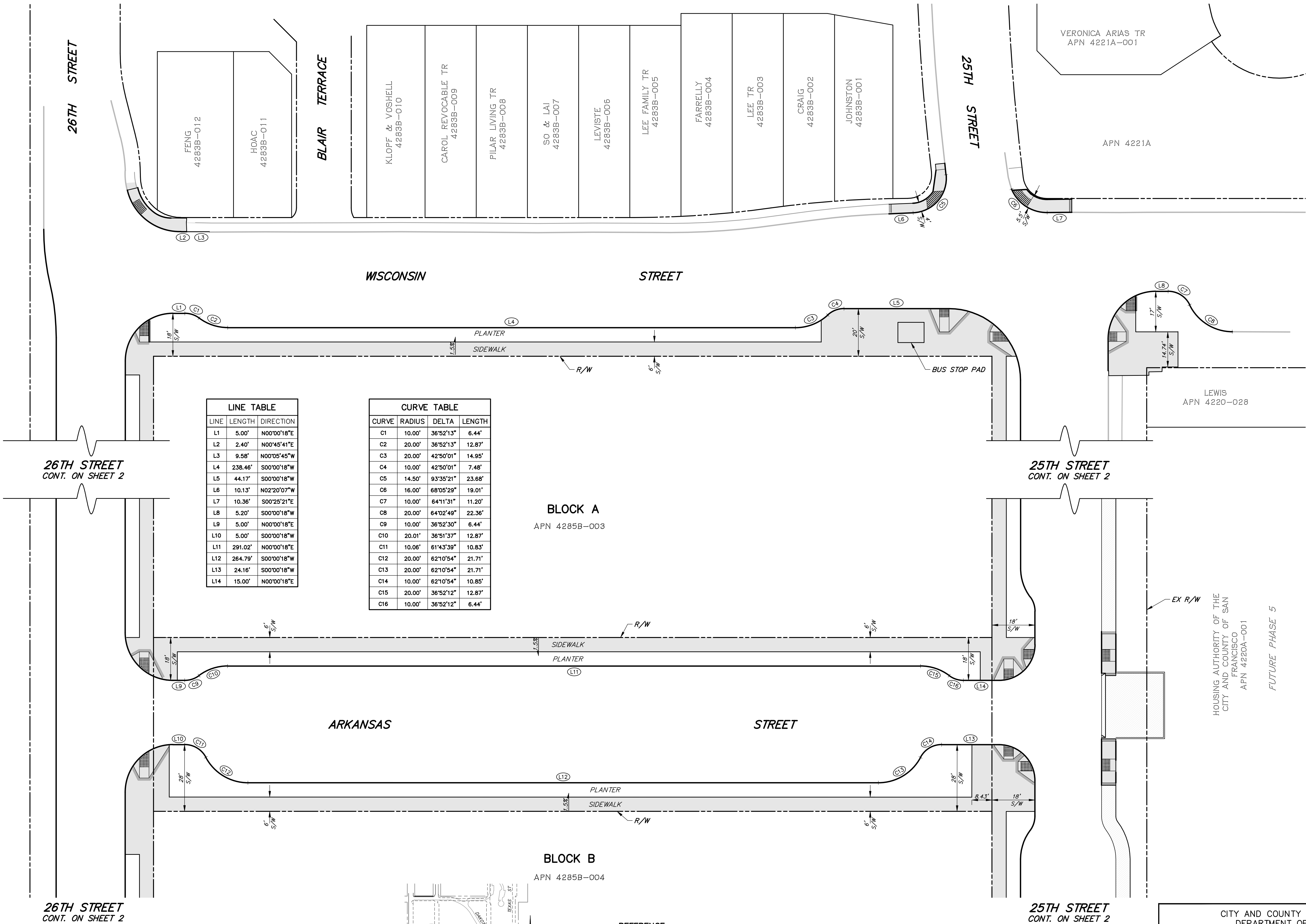
APPROVED:

DATE:

FILE:

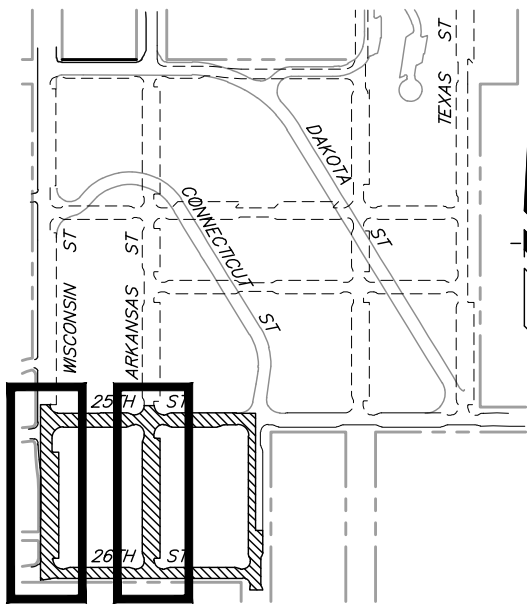
Q-20-1210

CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET USE AND MAPPING	
MAP SHOWING THE OFFICIAL GRADE CHANGES OF WISCONSIN STREET AND ARKANSAS STREET	
SCALE: 1" = 20'	
SHEET 3 OF 6 SHEETS	
APPROVED:	FILE:
DATE:	Q-20-1210



LINE TABLE		
LINE	LENGTH	DIRECTION
L1	5.00'	N00°00'18"E
L2	2.40'	N00°45'41"E
L3	9.58'	N00°05'45"W
L4	238.48'	S00°00'18"W
L5	44.17'	S00°00'18"W
L6	10.13'	N02°20'07"W
L7	10.36'	S00°25'21"E
L8	5.20'	S00°00'18"W
L9	5.00'	N00°00'18"E
L10	5.00'	S00°00'18"W
L11	291.02'	N00°00'18"E
L12	264.79'	S00°00'18"W
L13	24.16'	S00°00'18"W
L14	15.00'	N00°00'18"E

CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C1	10.00'	36°52'13"	6.44'
C2	20.00'	36°52'13"	12.87'
C3	20.00'	42°50'01"	14.95'
C4	10.00'	42°50'01"	7.48'
C5	14.50'	93°35'21"	23.68'
C6	16.00'	68°05'29"	19.01'
C7	10.00'	64°11'31"	11.20'
C8	20.00'	64°02'49"	22.36'
C9	10.00'	36°52'30"	6.44'
C10	20.01'	36°51'37"	12.87'
C11	10.06'	61°43'39"	10.83'
C12	20.00'	62°10'54"	21.71'
C13	20.00'	62°10'54"	21.71'
C14	10.00'	62°10'54"	10.85'
C15	20.00'	36°52'12"	12.87'
C16	10.00'	36°52'12"	6.44'

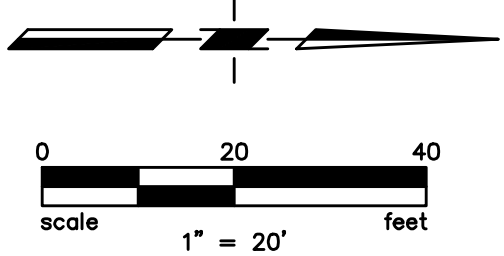


KEY MAP
NTS

LEGEND

APN XXXXX-XXX	ASSESSORS PARCEL NUMBER
---	RIGHT OF WAY LINE
---	EXISTING PARCEL
---	FACE OF CURB
---	EXISTING FACE OF CURB
---	SIDEWALK
---	TEMP AC PAVING

REFERENCE:
FINAL MAP PARCEL MAP NO. 9610, RECORDED JULY 16TH, 2021 IN BOOK
51 OF PARCEL MAPS, PAGES 167 -171, OFFICE OF THE CITY AND COUNTY
RECORDER.



CITY AND COUNTY OF SAN FRANCISCO
DEPARTMENT OF PUBLIC WORKS
BUREAU OF STREET USE
AND MAPPING

MAP SHOWING THE OFFICIAL
SIDEWALK WIDTHS OF WISCONSIN
STREET AND ARKANSAS STREET

SCALE: 1" = 20'SHEET 4 OF 6 SHEETS

APPROVED:	FILE:
DATE:	Q-20-1210

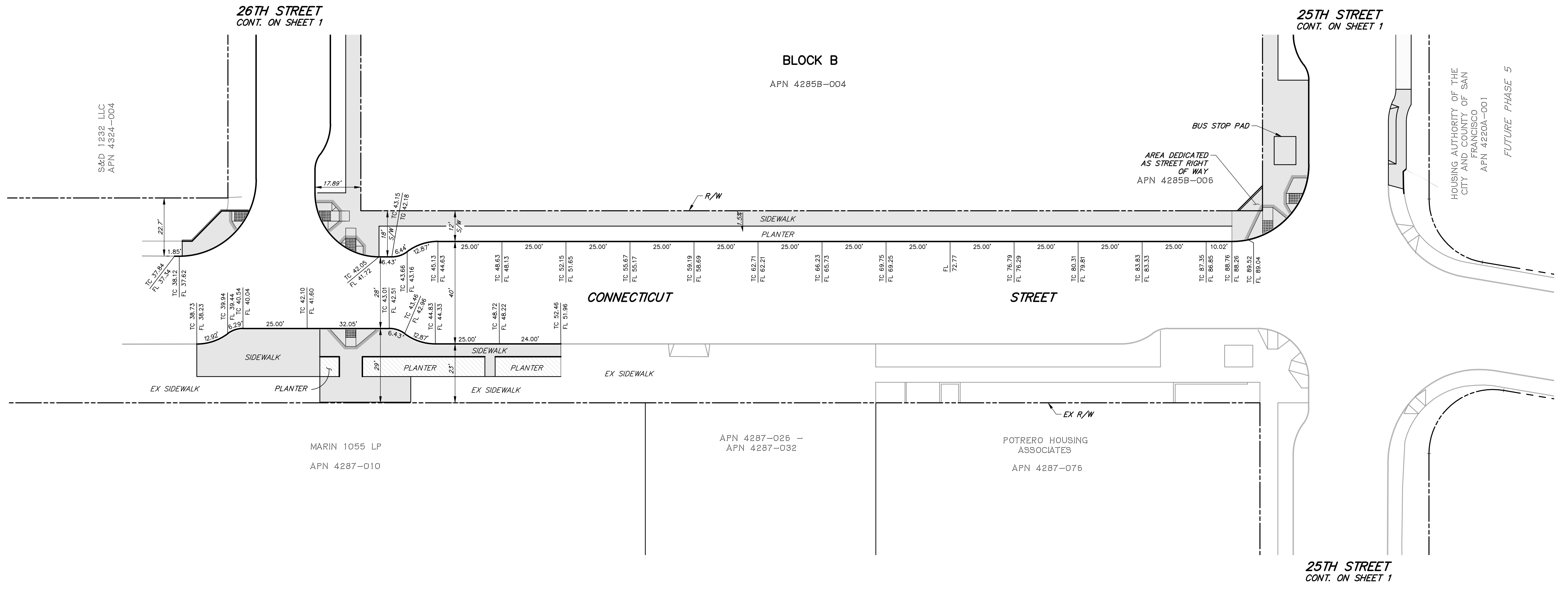
DRAWN: NLC
CHECKED: MRH
BY: _____

NO. _____ DATE _____ DESCRIPTION
TABLE OF CHANGES

BY: _____

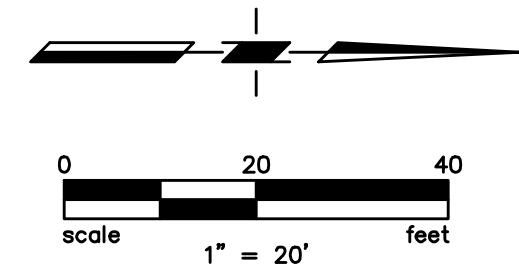
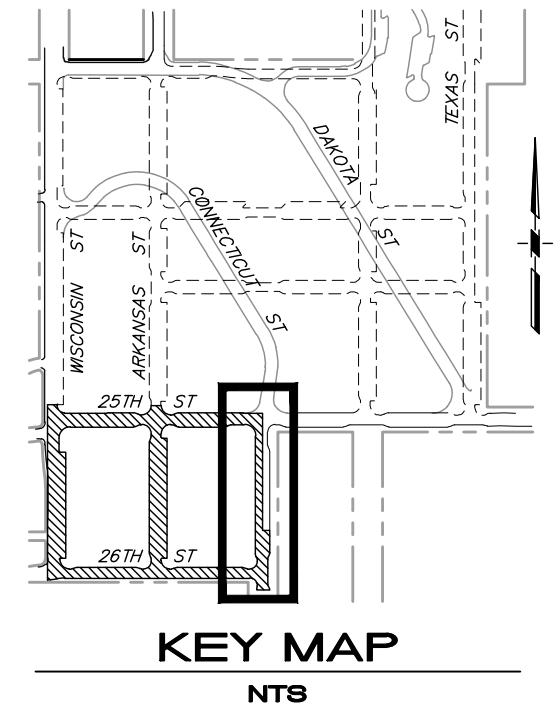
ELIAS FRENCH, PLS 9406
CITY AND COUNTY SURVEYOR

BY: _____ DATE: _____



REFERENCE:
FINAL MAP PARCEL MAP NO. 9610, RECORDED JULY 16TH, 2021 IN BOOK
51 OF PARCEL MAPS, PAGES 167 -171, OFFICE OF THE CITY AND COUNTY
RECORDER.

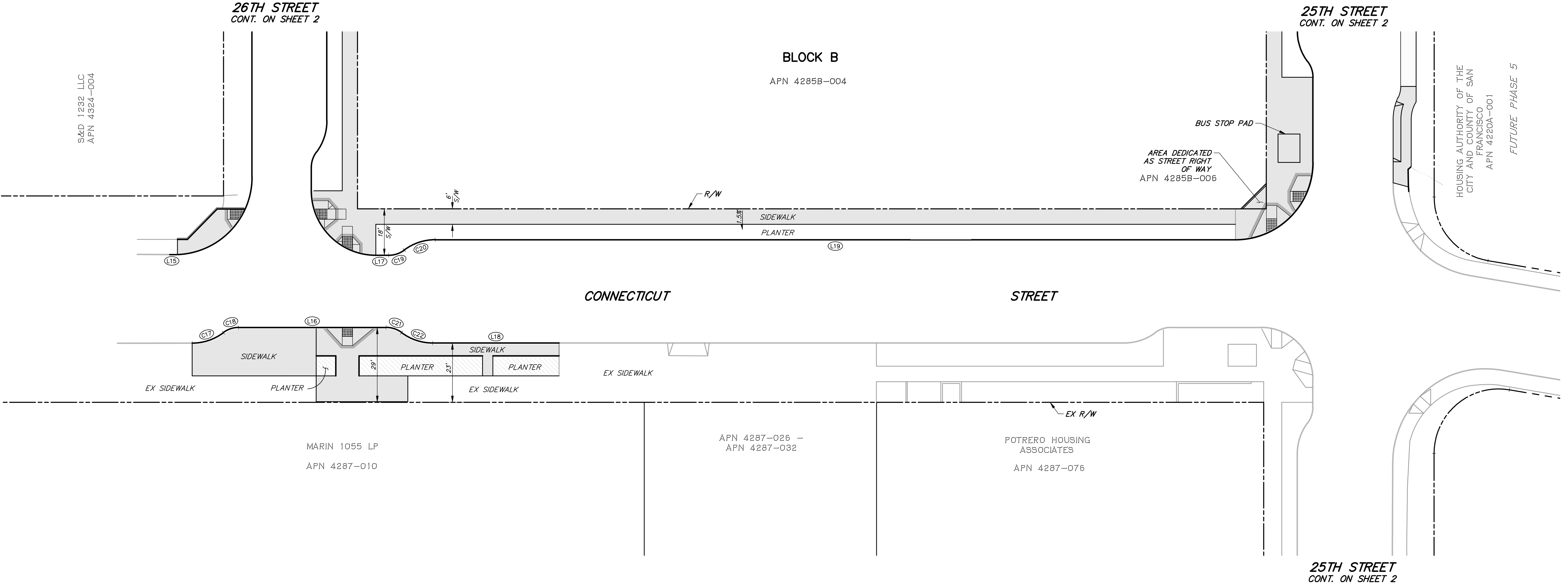
LEGEND	
APN XXXXX-XXX	ASSESSORS PARCEL NUMBER
---	RIGHT OF WAY LINE
---	EXISTING PARCEL
---	FACE OF CURB
---	EXISTING FACE OF CURB
---	SIDEWALK
---	TEMP AC PAVING



CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET USE AND MAPPING	
MAP SHOWING THE OFFICIAL GRADE CHANGES OF CONNECTICUT STREET	
SCALE: 1" = 20' SHEET 5 OF 6 SHEETS	
ELIAS FRENCH, PLS 9406 CITY AND COUNTY SURVEYOR	FILE: Q-20-1210
BY: _____ DATE: _____	NO. DATE DESCRIPTION TABLE OF CHANGES
DRAWN: NLC	CHECKED: MRH
APPROVED: _____	DATE: _____

LINE TABLE		
LINE	LENGTH	DIRECTION
L15	1.85'	S00°00'18"W
L16	57.23'	S00°00'00"E
L17	5.00'	N00°00'00"E
L18	49.00'	N00°00'00"E
L19	310.02'	N00°00'00"E

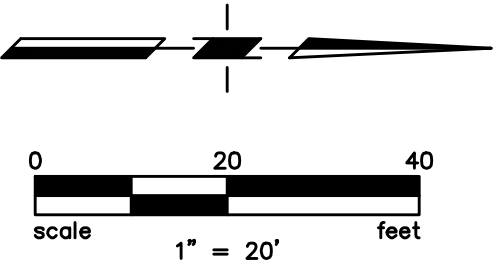
CURVE TABLE			
CURVE	RADIUS	DELTA	LENGTH
C17	20.00'	37°00'58"	12.92'
C18	10.00'	36°00'45"	6.29'
C19	10.00'	36°52'30"	6.44'
C20	20.00'	36°52'12"	12.87'
C21	10.00'	36°51'53"	6.43'
C22	20.00'	36°52'12"	12.87'



REFERENCE:
FINAL MAP PARCEL MAP NO. 9610, RECORDED JULY 16TH, 2021 IN BOOK 51 OF PARCEL MAPS, PAGES 167 -171, OFFICE OF THE CITY AND COUNTY RECORDER.

LEGEND

APN XXXXX-XXX	ASSESSORS PARCEL NUMBER
---	RIGHT OF WAY LINE
---	EXISTING PARCEL
---	FACE OF CURB
---	EXISTING FACE OF CURB
---	GRADE BREAK
---	SIDEWALK
---	TEMP AC PAVING



CITY AND COUNTY OF SAN FRANCISCO DEPARTMENT OF PUBLIC WORKS BUREAU OF STREET USE AND MAPPING			
MAP SHOWING THE OFFICIAL SIDEWALK WIDTHS OF CONNECTICUT STREET			
SCALE: 1" = 20'		SHEET 6 OF 6 SHEETS	
APPROVED:		FILE:	
DATE:		Q-20-1210	

ELIAS FRENCH, PLS 9406 CITY AND COUNTY SURVEYOR								DRAWN: NLC	APPROVED:	FILE:
BY: _____				DATE: _____						
NO.		DATE		DESCRIPTION TABLE OF CHANGES				BY		Q-20-1210
								CHECKED: MRH		DATE:



GENERAL PLAN CONSISTENCY DETERMINATION AND CEQA FINDINGS

April 9, 2025

Ms. Carla Short
Director
San Francisco Public Works
49 South Van Ness Avenue, 13th Floor
San Francisco, CA 94103

Project Title:	Potrero HOPE SF Phase 2 – Acceptance and Permitting of Public Improvements
Assessor's Blocks(s)/Lot(s):	4285B-005, 4285B-006, and adjacent portions of existing 25 th Street, 26 th Street, Connecticut Street, and Wisconsin Street
Design Review Approval No.(s):	2015.0515ETZ/GPR
Zoning District(s):	Residential- Mixed, Moderate Density (RM-2) Zoning District; 40/65X and OS Height/Bulk Districts
Staff Contact:	Elizabeth Purl, 628.652.7529, elizabeth.purl@sfgov.org

Dear Director Short:

This letter addresses the proposed acceptance of public improvements, approval of a Master Encroachment Permit, amendment of the Master Infrastructure Plan, and related actions within the Potrero HOPE SF Master Plan project area, located on Assessor's Blocks/Lots 4285B-005, 4285B-006, and adjacent portions of existing 25th Street, 26th Street, Connecticut Street, and Wisconsin Street. The public improvements are shown in the plans ("Plans") for the Street Improvement Permit (SIP) No. 22IE-00075, approved by Public Works Street Use and Mapping on February 12, 2021.

The actions addressed in this letter are more specifically described as:

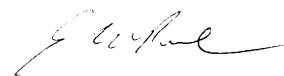
- Acceptance Ordinance: Board of Supervisors acceptance of Phase 2 infrastructure and associated actions including:
 - Acceptance of the infrastructure shown in the Plans that the City and County of San Francisco ("City") will maintain, including street and utility improvements.
 - Acceptance of the offer of dedication for Parcels C and D and associated quitclaim deed; and
 - Delegation of authority to Public Works Director to accept deferred improvements that will be constructed subsequent to the formal acceptance action by the Board of Supervisors.

- Approval of a Master Encroachment Permit for Permittee to maintain improvements and other encroachments in the public right-of-way constructed within Phases 1 and 2 of the Project, and authorization for annexation into the Master Encroachment Permit administratively by the Director of Public Works for future encroachments to be constructed in the Potrero HOPE SF Development Area; and
- Amendment to the Master Infrastructure Plan and other documentation to reflect deferring specified improvements surrounding Block A from infrastructure Phase 2 to a subsequent development phase.

On December 10, 2015 and November 17, 2016, the San Francisco Planning Commission issued a series of approvals for the Potrero HOPE SF Master Plan Project (Planning Department Records 2010.0515E, GPA, PCT, PCM, DEV, GEN, SHD) (the “Project”). These approval actions included certification of the Final Environmental Impact Report (“FEIR”) through Motion No. 19529, adoption of California Environmental Quality Act (“CEQA”) findings through Motion No. 19530, and adoption of General Plan and Planning Section 101.1 consistency findings through Motion No. 19531. The Board of Supervisors subsequently adopted the CEQA Findings on January 31, 2017 through Ordinance No. 19-17.

Planning Department Staff has reviewed the Plans and considered the other actions comprising the Board of Supervisors legislation and related actions and finds them consistent with the Planning Commission’s approvals for the Project. Therefore, the Planning Department Staff finds that the Board of Supervisors actions are covered with the scope of the FEIR and the CEQA findings of Planning Commission Motion Nos. 19529 and 19530 and there is no need for subsequent environmental analysis. In addition, the Planning Department Staff finds that these actions are, on balance, consistent with and covered within the scope of the General Plan and Planning Code Section 101.1 Consistency Findings of Planning Commission Motion No. 19531. For purposes of the Board of Supervisors actions identified in this letter, the Planning Department Staff relies on and incorporates by reference these Planning Commission Motions and their associated findings, copies of which are attached to this letter.

Sincerely,



Elizabeth Purl
Senior Planner

cc: (via email)
Shawna Gates, Public Works

Attachments:
Planning Commission Motion Nos. 19529, 19530, 19531



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion NO. M-19529

HEARING DATE: December 10, 2015

Hearing Date: December 10, 2015
Case No.: **2010.0515E**
Project Address: **1095 Connecticut Street and various parcels**
Zoning: RM-2 (Residential – Mixed, Moderate Density), P - Public
40-X Height and Bulk Districts
Showplace Square/Potrero Area Plan
Block/Lot: Assessor's Block/Lots: 4167/004, 004A, 4220A/001, 4223/001, 4285B/001,
and 4287/001A
Project Sponsor: BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108
Staff Contact: Rachel A. Schuett – (415) 575-9030
Rachel.Schuett@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT/ ENVIRONMENTAL IMPACT STATEMENT FOR A PROPOSED PROJECT WHICH INCLUDES DEMOLITION OF THE EXISTING 620 PUBLIC HOUSING UNITS ON SITE AND DEVELOPMENT OF UP TO 1,700 RESIDENTIAL UNITS FOR A RANGE OF INCOME LEVELS, INCLUDING REPLACEMENT PUBLIC HOUSING, NEW VEHICLE AND PEDESTRIAN CONNECTIONS, A NEW STREET AND BLOCK LAYOUT, NEW TRANSIT STOPS, AND NEW WATER, WASTEWATER, AND STORM WATER INFRASTRUCTURE, AS WELL AS RETAIL USES, COMMUNITY FACILITIES, AND OPEN SPACE.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the final Environmental Impact Report/Environmental Impact Statement (hereinafter "FEIR/EIS"), identified as Case No. 2010.0515E, the "Potrero HOPE SF Master Plan Project" at 1095 Connecticut Street and various other parcels, above (hereinafter 'Project'), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, (hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
 - A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on November 10, 2010.

- B. The Department held a public scoping meeting on November 22, 2010 in order to solicit public comment on the scope of the Potrero HOPE SF Master Plan Project's environmental review.
 - C. The Department, in consultation with the Mayor's Office of Housing, determined that an Environmental Impact Statement (hereinafter "EIS") was also required under the National Environmental Policy Act (hereinafter "NEPA"), thus a combined Environmental Impact Report/Environmental Impact Statement (hereinafter "EIR/EIS") would be prepared, and provided public notice of that determination by publication in the Federal Register, the United States government's official daily newspaper on May 2, 2012.
 - D. The Department and the Mayor's Office of Housing held a public scoping meeting on May 17, 2012 in order to solicit public comment on the scope of the Potrero HOPE SF Master Plan Project's environmental review, consistent with the requirements of NEPA.
 - E. On November 5, 2014, the Department published the Draft Environmental Impact Report/Environmental Impact Statement (hereinafter "DEIR/EIS") and provided public notice in a newspaper of general circulation of the availability of the DEIR/EIS for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR/EIS; this notice was mailed to the Department's list of persons requesting such notice.
 - F. Notices of availability of the DEIR/EIS and of the date and time of the public hearing were posted near the project site by Department staff on November 5, 2014.
 - G. On November 5, 2014 copies of the DEIR/EIS were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR/EIS, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse.
 - H. Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on November 5, 2014.
- 2. The Commission held a duly advertised public hearing on said DEIR/EIS on December 11, 2014 at which opportunity for public comment was given, and public comment was received on the DEIR/EIS. The period for acceptance of written comments ended on January 7, 2015.
 - 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 62-day public review period for the DEIR/EIS, prepared revisions to the text of the DEIR/EIS in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR/EIS. This material was presented in a Comments and Responses document, published on October 8, 2015, distributed to the Commission and all parties who commented on the DEIR/EIS, and made available to others upon request at the Department.
 - 4. A Final Environmental Impact Report/Environmental Impact Statement (hereinafter "FEIR/EIS") has been prepared by the Department, consisting of the DEIR/EIS, any consultations and comments received during the review process, any additional information that became available, and the Comments and Responses document all as required by law.

5. Project EIR/EIS files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, Suite 400, and are part of the record before the Commission.
6. A public hearing was held before the Planning Commission on October 22, 2015. At that hearing the certification of the FEIR/FEIS was continued to December 10, 2015.
7. On December 10, 2015, the Commission reviewed and considered the information contained in the FEIR/EIS and hereby does find that the contents of said report and the procedures through which the FEIR/EIS was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
8. The Planning Commission hereby does find that the FEIR/EIS concerning File No. 2010.0515E reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the DEIR/EIS, and hereby does CERTIFY THE COMPLETION of said FEIR/EIS in compliance with CEQA and the CEQA Guidelines.
9. The Commission, in certifying the completion of said FEIR/EIS, hereby does find that the project described in the EIR/EIS:
 - A. Will have significant cumulative effects on the environment by contributing to substantial delays at four study intersections (i.e., Pennsylvania Avenue/SB-280 Off-Ramp; 25th Street/Indiana Street/NB I-280 On-Ramp; Cesar Chavez Street/Vermont Street; and Cesar Chavez Street/US 101 Off-Ramp);
 - B. Will have significant, project-specific impacts to transit capacity on the Muni 10 Townsend line;
 - C. Will have significant, cumulative impacts to transit capacity on the Muni 10 Townsend and 48th-Quintara-24th Street lines;
 - D. Will have significant, cumulative impacts to transit capacity on the Muni Southeast screenline;
 - E. Will have significant, project-specific impacts to exterior noise levels by causing a substantial permanent increase in ambient noise levels;
 - F. Will have significant, project-specific construction-period air quality impacts; and
 - G. Will have significant cumulative construction-period air quality impacts.
10. The Planning Commission reviewed and considered the information contained in the FEIR/EIS prior to approving the Project.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of December 10, 2015.

Jonas Ionin
Commission Secretary

AYES: Commissioners Moore, Richards, Antonini, Johnson, Fong, Wu

NOES: None

ABSENT: Hillis

ADOPTED: December 10, 2015



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19530

CEQA FINDINGS

HEARING DATE: DECEMBER 10, 2015

Date: December 3, 2015
Case No.: **2010.0515ETZ/GPR**
Project: Potrero HOPE SF Master Plan Project
CEQA Findings
Location: 1095 Connecticut Street (the area generally bounded by Connecticut Street, 26th Street, Wisconsin Street, 23rd Street, Texas Street, and 25th Street)
Parcel(s): 4167/004, 004A, 4220A/001, 4223/001, 4285B/001, and 4287/001A
Project Sponsor Dan Adams
Bridge Housing
600 California Street, Suite 900
San Francisco, CA 94108

Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Adopt the Findings

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING ENVIRONMENTAL FINDINGS (AND A STATEMENT OF OVERRIDING CONSIDERATIONS) UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT AND STATE GUIDELINES IN CONNECTION WITH THE ADOPTION OF THE POTRERO HOPE SF MASTER PLAN PROJECT AND RELATED ACTIONS NECESSARY TO IMPLEMENT SUCH PLANS.

Preamble

On March 6, 2014, Bridge Housing (hereinafter "Project Sponsor") filed Application No. 2010.0515TZ (hereinafter "Application") with the Planning Department (hereinafter "Department") for Planning Code Text and Map amendments to rezone the Assessor's Block and Lots 4167/004, 004A, 4220A/001, 4223/001, 4285B/001, and 4287/001A to establish a Special Use District (hereinafter "SUD"), and change height limits specifically for Potrero HOPE SF Master Plan Project (hereinafter "Project").

On November 10, 2010, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On November 5, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from November 7, 2014 through January 7, 2015. The Planning Commission held a public hearing on December 11, 2014 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text

of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on October 8, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

Project Environmental Impact Report files have been made available for review by this Commission and the public. These files are available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0091E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

Project Description

By this action, the Planning Commission adopts Environmental Findings (and a Statement of Overriding Considerations) under the California Environmental Quality Act and State Guidelines in connection with the adoption of the Potrero Hope SF Master Plan Project and related actions necessary to implement such plans. The Project is generally described below here.

The Potrero HOPE SF Master Plan Project is part of the City's Hope SF Program, which looks to transform several of the City's Housing Authority sites to revitalized mixed-use mixed-income well integrated neighborhoods.

The Potrero HOPE SF Master Plan Project includes demolishing all existing 620 units, and vacating portions of the right of way that currently cross the site diagonally and building new streets that would better continue the existing street grid. The Project would transform the four existing super blocks into about 19 new fine-grained blocks, add one major new park along with several smaller parks, plazas and pedestrian ways throughout. The site would feature a new "Main Street" along a newly established segment of 24th Street; this new segment of 24th Street would be aligned with commercial and community uses, and parks and open space.

At completion the Potrero HOPE SF would include up to 1,700 units, including Housing Authority replacement units, and a mix of additional affordable units (approximately 335 units at varying levels of affordability) and market rate units (approximately 661 units). New buildings would provide a consistent street wall with “eyes-on-the-street” active ground floor treatment. A variety of building types including individual townhomes, small apartment buildings and larger corridor apartment buildings would be constructed throughout. Approximately 1,150 parking spaces would be provided for the units largely below grade. Approximately 15,000 gsf of retail, and 30,000 gsf of community-serving uses is also proposed

In 2008, Bridge Housing was selected by the Mayor’s Office of Housing and Community Development (hereinafter “MOHCD”) (then, the Mayor’s Office of Housing) and the San Francisco Housing Authority to work with the local Potrero Terrance and Annex and surrounding Potrero Hill community to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure. Bridge Housing is also the Master Developer for the site.

In addition to applying for zoning amendments, the Project Sponsor intends to enter into a Development Agreement (hereinafter “DA”) with the City and the Housing Authority to memorialize rights, responsibilities, and commitments to rebuilding the Potrero HOPE SF site. The Project Sponsor has begun working with MOHCD, the Office of Workforce and Economic Development (hereinafter “OEWD”), and the San Francisco Housing Authority, in negotiating terms of the DA. Associated with work on the DA, the Project Sponsor has been working with several City Agencies in devising a Master Infrastructure Plan. It is anticipated that the DA will not be ready for finalization until spring 2016. Because the rezoning and the DA are expected to work together, these entitlements will not be ready for Planning Commission approval until 2016.

A part of the Project includes an adjacent property at 1101 Connecticut Avenue owned by the San Francisco Unified School District along with a small Housing Authority parcel (commonly referred to as “Block X”) that will be the first construction phase. It is the intention of City to purchase the site. Because Block X has no current residential or commercial uses that would require relocation, beginning construction on Block X is critical for the overall phasing. This new construction project will to enable residents of the subsequent phases to move into the new units before beginning demolition of the existing units. Therefore, MOHCD and the Project Sponsor would like to move forward with the purchase of the property in advance of approval of the DA and rezoning.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods. The Commission wishes to enable implementing actions, such as the purchase of Block X, prior to approving the rezoning and DA, and therefore is adopting these findings now.

MOVED that the Planning Commission has reviewed and considered the Final EIR and the record associated herewith, including but not limited to the comments and submissions made to this Planning Commission and the Planning Department's responses to those comments and submissions, and based thereon, hereby adopts the Project Findings required by CEQA attached hereto as Attachment A including a statement of overriding considerations, and adopts the MMRP, that shall be included as a condition of approval for each and all of the approval actions set forth in the Motions described above.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on December 10, 2015.

Jonas Ionin
Commission Secretary

AYES: Fong, Wu, Antonini, Johnson, Moore, Richards

NOES:

ABSENT: Hillis



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19531

GENERAL PLAN REFERRAL

HEARING DATE: DECEMBER 10, 2015

Date: December 3, 2015
Case No.: **2010.0515ETZ / GPR**
Project: Potrero HOPE SF Master Plan Project
General Plan Findings and Planning Code Section 101.1 Findings
Location: 1095 Connecticut Street (the area generally bounded by Connecticut Street, 26th Street, Wisconsin Street, 23rd Street, Texas Street, and 25th Street)
Parcel(s): 4167/004, 004A, 4220A/001, 4223/001, 4285B/001, and 4287/001A
Project Sponsor Dan Adams
Bridge Housing
600 California Street, Suite 900
San Francisco, CA 94108
Staff Contact: Mat Snyder – (415) 575-6891
mathew.snyder@sfgov.org
Recommendation: Adopt the Findings

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING FINDINGS OF CONSISTENCY WITH THE GENERAL PLAN OF THE CITY AND COUNTY OF SAN FRANCISCO AND WITH SECTION 101.1 OF THE CITY PLANNING CODE FOR THE POTRERO HOPE SF MASTER PLAN PROJECT, INCLUDING VARIOUS ACTIONS NECESSARY FOR THE IMPLEMENTATION OF THE PROJECT, INCLUDING THE PURCHASING OF THE PROPERTY AT 1101 CONNECTICUT STREET.

Preamble

San Francisco Charter Section 4.105 and Administrative Code Section 2A.53 of the Administrative Code requires General Plan referrals to the Planning Commission for certain matters so that the Commission may determine if such actions are in conformity with the General Plan and Section 101.1 of the Planning Code. Actions, including but not limited to legislative actions, subdivisions, right-of-way dedications and vacations, and the purchasing of property are required to be in conformity with the General Plan and Planning Code Section 101.1.

On March 6, 2014, Bridge Housing (hereinafter "Project Sponsor") filed Application No. 2010.0515TZ (hereinafter "Application") with the Planning Department (hereinafter "Department") for Planning Code Text and Map amendments to rezone the Assessor's Block and Lots 4167/004, 004A, 4220A/001, 4223/001, 4285B/001, and 4287/001A to establish a Special Use District (hereinafter "SUD"), and change height limits specifically for Potrero HOPE SF Master Plan Project (hereinafter "Project").

On November 10, 2010, the Department issued a Notice of Preparation of an Environmental Impact Report ("NOP") for the Project. On November 5, 2014, the Department published the Draft Environmental Impact Report / Draft Environmental Impact Statement ("DEIR/DEIS") for the Project and provided public notice in a newspaper of general circulation of the availability of the DEIR/DEIS for public review and comment. The DEIR/DEIS was available for public comment from November 7, 2014

through January 7, 2015. The Planning Commission held a public hearing on December 11, 2014 on the DEIR/DEIS at a regularly scheduled meeting to solicit public comment regarding the DEIR/DEIS.

The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the public review period for the DEIR/DEIS, prepared revisions to the text of the DEIR/DEIS in response to comments received or based on additional information that became available during the public review period. This material was presented in a Response to Comments document, published on October 8, 2015, distributed to the Planning Commission and all parties who commented on the DEIR/DEIS, and made available to others upon request at the Department.

A Final Environmental Impact Report / Final Environmental Impact Statement ("FEIR/FEIS" or "Final EIR/EIS") was prepared by the Department, consisting of the Draft EIR/EIS and the Response to Comments document.

Project Environmental Impact Report files have been made available for review by this Commission and the public. These files are available for public review at the Planning Department at 1650 Mission Street, and are part of the record before this Commission.

On December 10, 2015, the Planning Commission reviewed and considered the Final EIR/EIS and found that the contents of the report and the procedures through which the Final EIR/EIS was prepared, publicized, and reviewed complied with the California Environmental Quality Act (California Public Resources Code section 21000 et seq.) ("CEQA"), 14 California Code of Regulations sections 15000 et seq. ("CEQA Guidelines"), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31").

The Commission found the Final EIR/EIS was adequate, accurate and objective, reflected the independent analysis and judgment of the Department and the Commission, and that the summary of comments and responses contained no significant revisions to the Draft EIR/EIS, and approved the Final EIR/EIS for the Project in compliance with CEQA, the CEQA Guidelines and Chapter 31.

The Planning Department, Jonas P. Ionin, is the custodian of records, located in the File for Case No. 2008.0091E, at 1650 Mission Street, Fourth Floor, San Francisco, California.

Department staff prepared a Mitigation Monitoring and Reporting Program ("MMRP") for the Project and these materials were made available to the public and this Commission for this Commission's review, consideration and action.

Project Description

By this action, the Planning Commission adopts General Plan Consistency findings, including a finding that the Project, as identified in the Final EIR, is consistent with Planning Code Section 101.1. The Project is generally described below here.

The Potrero HOPE SF Master Plan Project is part of the City's Hope SF Program, which looks to transform several of the City's Housing Authority sites to revitalized mixed-use mixed-income well integrated neighborhoods.

The Potrero HOPE SF Master Plan Project includes demolishing all existing 620 units, and vacating portions of the right of way that currently cross the site diagonally and building new streets that would better continue the existing street grid. The Project would transform the four existing super

blocks into about 19 new fine-grained blocks, add one major new park along with several smaller parks, plazas and pedestrian ways throughout. The site would feature a new “Main Street” along a newly established segment of 24th Street; this new segment of 24th Street would be aligned with commercial and community uses, and parks and open space.

At completion the Potrero HOPE SF would include up to 1,700 units, including Housing Authority replacement units, and a mix of additional affordable units (approximately 335 units at varying levels of affordability) and market rate units (approximately 661 units). New buildings would provide a consistent street wall with “eyes-on-the-street” active ground floor treatment. A variety of building types including individual townhomes, small apartment buildings and larger corridor apartment buildings would be constructed throughout. Approximately 1,150 parking spaces would be provided for the units largely below grade. Approximately 15,000 gsf of retail, and 30,000 gsf of community-serving uses is also proposed

In 2008, Bridge Housing was selected by the Mayor’s Office of Housing and Community Development (hereinafter “MOHCD”) (then, the Mayor’s Office of Housing) and the San Francisco Housing Authority to work with the local Potrero Terrance and Annex and surrounding Potrero Hill community to create a Master Plan for the site that would not only include reconstructed Housing Authority units, but additional affordable units along with market rate units, neighborhood serving retail, community service, new parks and open space, and new streets and infrastructure. Bridge Housing is also the Master Developer for the site.

In addition to applying for zoning amendments, the Project Sponsor intends to enter into a Development Agreement (hereinafter “DA”) with the City and the Housing Authority to memorialize rights, responsibilities, and commitments to rebuilding the Potrero HOPE SF site. The Project Sponsor has begun working with MOHCD, the Office of Workforce and Economic Development (hereinafter “OEWD”), and the San Francisco Housing Authority, in negotiating terms of the DA. Associated with work on the DA, the Project Sponsor has been working with several City Agencies in devising a Master Infrastructure Plan. It is anticipated that the DA will not be ready for finalization until spring 2016. Because the rezoning and the DA are expected to work together, these entitlements will not be ready for Planning Commission approval until 2016.

A part of the Project includes an adjacent property at 1101 Connecticut Avenue owned by the San Francisco Unified School District along with a small Housing Authority parcel (commonly referred to as “Block X”) that will be the first construction phase. It is the intention of City to purchase the site. Because Block X has no current residential or commercial uses that would require relocation, beginning construction on Block X is critical for the overall phasing. This new construction project will to enable residents of the subsequent phases to move into the new units before beginning demolition of the existing units. Therefore, MOHCD and the Project Sponsor would like to move forward with the purchase of the property in advance of approval of the DA and rezoning.

Other than those actions described above, several actions will be required for the project over its multi-year buildout. These actions include but are not limited to approval of subdivisions, right-of-way dedications and vacations.

The Planning Commission wishes to facilitate the physical, environmental, social and economic revitalization of Project site, using the legal tools available through the Planning and Administrative Codes, while creating jobs, housing and open space in a safe, pleasant, attractive and livable mixed use neighborhood that is linked rationally to adjacent neighborhoods. The Commission wishes to enable implementing actions, such as the purchase of Block X, prior to approving the rezoning and DA, and therefore is adopting these findings now.

The Potrero HOPE SF Master Plan Project provides for a type of development, intensity of development and location of development that is consistent with the overall goals and objectives and policies of the General Plan as well as the Eight Priority Policies of Section 101.1, as expressed in the findings contained in Attachment A to this resolution.

NOW, THEREFORE, BE IT RESOLVED, That the Planning Commission hereby adopts the CEQA Findings set forth in Motion No. 19530 and finds that the Project and approval actions thereto are consistent with the General Plan, and with Section 101.1 of the Planning Code as described in Attachment A to this Resolution.

I hereby certify that the foregoing Resolution was ADOPTED by the San Francisco Planning Commission on December 10, 2015.

Jonas Ionin
Commission Secretary

AYES: Fong, Wu, Antonini, Johnson, Moore, Richards

NOES:

ABSENT: Hillis

Attachment A

To Planning Commission Motion No. 19531

Case No. 2010.0515ETZ / GPR

The Potrero Hope SF Master Plan Project General Plan Findings

and

Planning Code Section 101.1 Findings

The following constitute findings that the Potrero Hope SF Master Plan Project (Project) and approval actions thereto are, on balance, consistent with the General Plan and Planning Code Section 101.1. The Potrero Hope SF Master Plan Project is described within the Final EIR, Certified by the Planning Commission on December 10, 2015, with Planning Commission Motion No. 19530, and within the the CEQA findings under Planning Commission Motion No. 19531.

Approval actions that will be required to implement the Project include, but are not limited to: (1) Adoption of Planning Code Text and Map Amendments that would establish a Hope SF Potrero Special Use District and associated Design Standards and Guidelines Document, and would increase heights in some locations; (2) Approval of a Development Agreement between the City of County of San Francisco, the Master Developer, and the San Francisco Housing Authority; (3) various mapping, street vacation and street dedication actions; and (4) the purchase of the site at Connecticut from the San Francisco Unified School District to the City and County of San Francisco for the development of affordable housing.

SHOWPLACE SQUARE / POTRERO AREA PLAN

The Showplace Square / Potrero Ara Plan was approved in 2009 along with the East Soma, Mission District, and Central Waterfront Area Plans, which together, are referred to as the Eastern Neighborhoods. The Showplace Square / Potrero Area Plan was adopted, in part, to guide development in previously zoned M-1(Light Industrial) and M-2(Heavy Industrial) Districts to assure both preservation of PDR uses, and to encourage high quality mixed-use development where land was being opened up to development. The Showplace Square / Potrero Area Plan also provides objectives and policies to encourage the development of complete neighborhoods – that housing come with complementary uses and needed infrastructure. The Plan also emphasizes maximizing the development of affordable housing to the extent feasible.

Showplace Square / Potrero Area Plan – Housing

- OBJECTIVE 2.1 ENSURE THAT A SIGNIFICANT PERCENTAGE OF NEW HOUSING CREATED IN THE SHOWPLACE / POTRERO IS AFFORDABLE TO PEOPLE WITH A WIDE RANGE OF INCOMES
- POLICY 2.1.2 Provide land and funding for the construction of new housing affordable to very low and low income households.
- OBJECTIVE 2.2 RETAIN AND IMPROVE EXISTING HOUSING AFFORDABLE TO PEOPLE OF ALL INCOMES
- POLICY 2.2.5: Facilitate the redevelopment of the Potrero View Public Housing through the Hope SF program.
- OBJECTIVE 2.3 REQUIRE THAT A SIGNIFICANT NUMBER OF UNITS IN NEW DEVELOPMENTS HAVE TWO OR MORE BEDROOMS EXCEPT SENIOR HOUSING AND SRO DEVELOPMENTS UNLESS ALL BELOW MARKET RATE UNITS ARE TWO OR MORE BEDROOM UNITS
- POLICY 2.3.1 Target the provision of affordable units for families.
- POLICY 2.3.2 Prioritize the development of affordable family housing, both rental and ownership, particularly along transit corridors and adjacent to community amenities.
- POLICY 2.3.4 Encourage the creation of family supportive services, such as childcare facilities, parks and recreation, or other facilities, in affordable housing or mixed use developments.
- OBJECTIVE 2.5 PROMOTE HEALTH THROUGH RESIDENTIAL DEVELOPMENT DESIGN AND LOCATION
- POLICY 2.5.2 Develop affordable family housing in areas where families can safely walk to schools, parks, retail, and other services.
- POLICY 2.5.3 Require new development to meet minimum levels of “green” construction.

**OBJECTIVE 2.6 CONTINUE AND EXPAND THE CITY'S EFFORTS TO INCREASE
PERMANENTLY AFFORDABLE HOUSING PRODUCTION AND
AVAILABILITY**

The Potrero Hope SF Master Plan Development meets these objectives and policies in that they provide a truly mixed income community with replacement units for very low income residents including families, additional new affordable units for low income families and seniors, as well as market rate housing..

Policy 2.2.5 specifically names the redevelopment through Potrero HOPE SF as meeting Objective 2.1 signaling the important policy priority of this master development. The housing planned is primarily family housing with a smaller senior housing component envisioned. . As a Hope SF Project, community services will be provided at each affordable housing development, as well as additional community wide facilities including child care. Residential-serving uses, such as neighborhood retail is also planned. Parks and green streets that better connect the residents with nearby open space resources are also integral to the Project. Finally, the neighborhood will be designed to LEED Neighborhood Development standards.

Showplace Square / Potrero Area Plan – Built Form

OBJECTIVE 3.1

**PROMOTE AN URBAN FORM THAT REFLECTS SHOWPLACE
SQUARE AND POTRERO HILL'S DISTINCTIVE PLACE IN THE CITY'S
LARGER FORM AND STRENGTHENS ITS PHYSICAL FABRIC AND
CHARACTER**

**POLICY 3.1.1 Adopt heights that are appropriate for Showplace Square's location in the
city, the prevailing street width and block pattern, and the anticipated
land uses, while respecting the residential character of Potrero Hill.**

**POLICY 3.1.3 Relate the prevailing heights of buildings to street and alley width
throughout the plan area.**

**POLICY 3.1.5 Respect public view corridors. Of particular interest are the east-west
views to the bay or hills, and several north-south views towards
downtown and Potrero Hill.**

**POLICY 3.1.6 New buildings should epitomize the best in contemporary architecture,
but should do so with full awareness of, and respect for, the height, mass,
articulation and materials of the best of the older buildings that
surrounds them.**

- POLICY 3.1.8 New development should respect existing patterns of rear yard open space. Where an existing pattern of rear yard open space does not exist, new development on mixed-use-zoned parcels should have greater flexibility as to where open space can be located.
- OBJECTIVE 3.2 PROMOTE AN URBAN FORM AND ARCHITECTURAL CHARACTER THAT SUPPORTS WALKING AND SUSTAINS A DIVERSE, ACTIVE AND SAFE PUBLIC REALM
- POLICY 3.2.3 Minimize the visual impact of parking.
- POLICY 3.2.4 Strengthen the relationship between a building and its fronting sidewalk.
- POLICY 3.2.6 Sidewalks abutting new developments should be constructed in accordance with locally appropriate guidelines based on established best practices in streetscape design.
- OBJECTIVE 3.3 PROMOTE THE ENVIRONMENTAL SUSTAINABILITY, ECOLOGICAL FUNCTIONING AND THE OVERALL QUALITY OF THE NATURAL ENVIRONMENT IN THE PLAN AREA
- POLICY 3.3.1 Require new development to adhere to a new performance-based evaluation tool to improve the amount and quality of green landscaping.
- POLICY 3.3.4 Compliance with strict environmental efficiency standards for new buildings is strongly encouraged.

The Project, on balance, meets the above objectives and policies regarding urban form. The Project includes the re-alignment of the irregular street grid to one that is consistent with and improves connectivity to the rest of the of the Potrero neighborhood. Buildings will be constructed so that they form consistent building “street walls” along rights-of-way in proportion to street widths in accordance principles for good urban design. While at times taller than typical Potrero Hill houses and apartments, buildings will be broken down both vertically and horizontally, and will be aligned with active uses to assure that they are designed to the human scale. New streets will meet the City’s Better Streets standards. New parks and open spaces will be established with a variety of active and passive uses. Some of the rights-of-way will also serve as “Green Connections” that will have open space features, and connect the on-site open spaces together as a cohesive network.

Due to the new development, portions of existing views across the site will be changed to feature foreground views of the new buildings in place of far-away views of the Bay and hills. For one view from

the top of Potrero Recreation Center looking south, a Mitigation Measure limiting some building heights across 23rd Street will assure that most of the view will be retained. Even with the change of some views, on balance, the quality of the site will be significantly improved thereby, on balance, meeting the Built Form objectives and policies of the Showplace Square / Potrero Area Plan.

OBJECTIVE 4.1 IMPROVE PUBLIC TRANSIT TO BETTER SERVE EXISTING AND NEW DEVELOPMENT IN SHOWPLACE SQUARE / POTRERO HILL

POLICY 4.1.1 Commit resources to an analysis of the street grid, the transportation impacts of new zoning, and mobility needs in Showplace Square Potrero /Eastern Neighborhoods to develop a plan that prioritizes transit while addressing needs of all modes (auto circulation, freeway traffic, bicyclists, pedestrians).

OBJECTIVE 4.3 ESTABLISH PARKING POLICIES THAT IMPROVE THE QUALITY OF NEIGHBORHOODS AND REDUCE CONGESTION AND PRIVATE VEHICLE TRIPS BY ENCOURAGING TRAVEL BY NON-AUTO MODES

POLICY 4.3.1 For new residential development, provide flexibility by eliminating minimum off-street parking requirements and establishing reasonable parking caps.

OBJECTIVE 4.5 CONSIDER THE STREET NETWORK IN SHOWPLACE SQUARE/POTRERO HILL AS A CITY RESOURCE ESSENTIAL TO MULTI-MODAL MOVEMENT AND PUBLIC OPEN SPACE

OBJECTIVE 4.6 SUPPORT WALKING AS A KEY TRANSPORTATION MODE BY IMPROVING PEDESTRIAN CIRCULATION WITHIN SHOWPLACE SQUARE/POTRERO HILL AND TO OTHER PARTS OF THE CITY

POLICY 4.6.1 Use established street design standards and guidelines to make the pedestrian environment safer and more comfortable for walk trips.

OBJECTIVE 4.8 ENCOURAGE ALTERNATIVES TO CAR OWNERSHIP AND THE REDUCTION OF PRIVATE VEHICLE TRIPS

POLICY 4.8.3 Develop a Transportation Demand Management (TDM) program for the Eastern Neighborhoods that provides information and incentives for employees, visitors and residents to use alternative transportation modes and travel times.

The project meets the above Showplace Square / Potrero Area Plan objectives and policies regarding Transportation.

The street network will be re-established to fit in with the Potrero Street grid, where it does not currently; this will greatly improve connectivity for all modes of transportation. Streets will be designed to emphasize safety, comfort and connectivity for pedestrians. Bus lines will be rerouted per the new street layout and per the Muni Forward program improving the bus' access and performance. The Project Sponsor will develop a Transportation Demand Management program that will further encourage modes of transportation other than by single-occupancy vehicle.

Showplace Square / Potrero Area Plan – Streets and Open Space

- | | |
|---------------|---|
| OBJECTIVE 5.1 | PROVIDE PUBLIC PARKS AND OPEN SPACES THAT MEET THE NEEDS OF RESIDENTS, WORKERS AND VISITORS |
| OBJECTIVE 5.2 | ENSURE THAT NEW DEVELOPMENT INCLUDES HIGH QUALITY PRIVATE OPEN SPACE |
| POLICY 5.2.1 | Require new residential and mixed-use residential development to provide on-site private open space designed to meet the needs of residents. |
| POLICY 5.2.5 | New development should respect existing patterns of rear yard open space. Where an existing pattern of rear yard open space does not exist, new development on mixed-use-zoned parcels should have flexibility as to where open space can be located. |
| OBJECTIVE 5.3 | CREATE A NETWORK OF GREEN STREETS THAT CONNECTS OPEN SPACES AND IMPROVES THE WALKABILITY, AESTHETICS, AND ECOLOGICAL SUSTAINABILITY OF THE NEIGHBORHOOD |
| POLICY 5.3.2 | Maximize sidewalk landscaping, street trees and pedestrian scale street furnishing to the greatest extent feasible. |
| OBJECTIVE 5.4 | THE OPEN SPACE SYSTEM SHOULD BOTH BEAUTIFY THE NEIGHBORHOOD AND STRENGTHEN THE ENVIRONMENT |

The Hope SF Potrero Master Plan Project includes about 3.5 acres of new parks and open space. Further, it includes new streets that will have open space features and create a “Green Connections” network within the site. Individual development sites within the overall Hope SF site will have their

own usable open space requirement, some of which will also be open to the public. Those blocks that will be developed next to existing rear yards will adhere to rear yard standards typical for San Francisco.

Showplace Square / Potrero Area Plan – Community Services and Facilities

POLICY 7.1.1 Support the siting of new facilities to meet the needs of a growing community and to provide opportunities for residents of all age levels.

POLICY 7.1.3 Ensure childcare services are located where they will best serve neighborhood workers and residents.

OBJECTIVE 7.2 ENSURE CONTINUED SUPPORT FOR HUMAN SERVICE PROVIDERS THROUGHOUT THE EASTERN NEIGHBORHOODS

POLICY 7.2.1 Promote the continued operation of existing human and health services that serve low-income and immigrant communities in the Eastern Neighborhoods, and prevent their displacement.

Integral to the Hope SF initiative, is a series of community building programs for its population. The Project will include a 25,000 – 35,000 sf community center that will include a child care center, among other services for families and the broader community. Active and continued community engagement is paramount to the multi-year work at the current site to promote connections with services to the low income residents living at Potrero Terrace and Annex.

HOUSING ELEMENT

The principle objectives of the Housing Element are to provide new housing; retain the existing supply; enhance physical conditions and safety without jeopardizing use or affordability; support affordable housing production by increasing site availability and capacity; increase the effectiveness and efficiency of the affordable housing production system; protect the affordability of existing housing; expand financial resources for permanently affordable housing; ensure equal access; avoid or mitigate hardships imposed by displacement; reduce homelessness and the risk of homelessness in coordination with relevant agencies and providers; pursue place making and neighborhood building principles in increasing the supply of housing; and strengthen citywide affordable housing programs through coordinated regional and state efforts.

The Project is consistent with and implements the following objectives and policies of the Housing Element:

- | | |
|-------------|--|
| OBJECTIVE 1 | Identify and make available for development adequate sites to meet the City's housing needs, especially permanently affordable housing. |
| POLICY 1.3 | Work proactively to identify and secure opportunity sites for permanently affordable housing. |
| Objective 4 | Foster a housing stock that meets the needs of all residents across lifecycles. |
| POLICY 4.1 | Develop new housing, and encourage the remodeling of existing housing, for families with children. |
| POLICY 4.2 | Provide a range of housing options for residents with special needs for housing support and services. |
| POLICY 4.5 | Ensure that new permanently affordable housing is located in all of the city's neighborhoods, and encourage integrated neighborhoods, with a diversity of unit types provided at a range of income levels. |
| Objective 5 | Ensure that all residents have equal access to available units. |
| POLICY 5.5 | Minimize the hardships of displacement by providing essential relocation services. |
| POLICY 5.6 | Offer displaced households the right of first refusal to occupy replacement housing units that are comparable in size, location, cost, and rent control protection. |

Objective 7	Secure funding and resources for permanently affordable housing, including innovative programs that are not solely reliant on traditional mechanisms or capital.
POLICY 7.5	Encourage the production of affordable housing through process and zoning accommodations, and prioritize affordable housing in the review and approval processes.
Objective 8	Build public and private sector capacity to support, facilitate, provide and maintain affordable housing.
POLICY 8.1	Support the production and management of permanently affordable housing.
POLICY 8.3	Generate greater public awareness about the quality and character of affordable housing projects and generate communitywide support for new affordable housing.
Objective 9	Preserve units subsidized by the federal, state or local sources.
POLICY 9.3	Maintain and improve the condition of the existing supply of public housing, through programs such as HOPE SF.
POLICY 11.1	Promote the construction and rehabilitation of well-designed housing that emphasizes beauty, flexibility, and innovative design, and respects existing neighborhood character.
POLICY 11.2	Ensure implementation of accepted design standards in project approvals.
POLICY 11.3	Ensure growth is accommodated without substantially and adversely impacting existing residential neighborhood character.
POLICY 11.6	Foster a sense of community through architectural design, using features that promote community interaction.
Objective 12	Balance housing growth with adequate infrastructure that serves the City's growing population.
POLICY 12.1	Encourage new housing that relies on transit use and environmentally sustainable patterns of movement.

POLICY 12.2 Consider the proximity of quality of life elements, such as open space, child care, and neighborhood services, when developing new housing units.

POLICY 12.3 Ensure new housing is sustainably supported by the City's public infrastructure systems.

The Hope SF initiative, including the Potrero Hope SF Master Development Project, is a central affordable housing and community development program for the City and County of San Francisco. Through the Hope SF initiative, existing affordable housing sites for very low income residents will be rebuilt with better connected mixed-income, complete neighborhoods that increase the permanent affordable housing stock of the City as well as provides a range of housing options for residents with special needs and for a range of income levels. The Potrero HOPE SF Master Development Project will seek to minimize displacement of existing residents and will provide essential relocation services that include maintenance of subsidized housing opportunities and the right to return as provided in the Right to Return Ordinance. The proposed funding of this large scale project is creative and leverages extensive public and private sources of capital. The project will receive zoning and priority approval processes to encourage the production of affordable housing. The high visibility of this project will increase capacity of builders and owners of affordable and mixed income communities as well as raise greater public awareness of the high quality design and character of affordable housing. Policy 9.3 specifically names HOPE SF as leading initiative to maintain and improve the condition of existing supply of public housing in the Plan Area. As a site that is well under the Planning Code's density limit, the Hope SF also looks to take advantage of the additional allowed density to construct market-rate units, which, in turn, will both create a mixed-income neighborhood and will cross-subsidizing the cost of reconstructing the existing dilapidated affordable housing. Also central to the Hope SF initiative is the construction of new infrastructure including new streets and parks that meet -- and in some cases exceed -- current City standards for ecological performance, safety, and comfort.

COMMERCE AND INDUSTRY

The principle objectives for Commerce & Industry are to manage economic growth and change, maintain a sound and diverse economic base and fiscal structure, provide expanded employment opportunities for city residents particularly the unemployed and underemployed in a wide range of fields and levels, improve viability of existing businesses as well as attract new businesses – particularly in new industries, and assure entrepreneurial opportunities for local businesses.

The following objectives and policies are relevant to the Project:

- | | |
|-------------|--|
| OBJECTIVE 6 | MAINTAIN AND STRENGTHEN VIABLE NEIGHBORHOOD COMMERCIAL AREAS EASILY ACCESSIBLE TO CITY RESIDENTS. |
| POLICY 6.1 | Ensure and encourage the retention and provision of neighborhood-serving goods and services in the city's neighborhood commercial districts, while recognizing and encouraging diversity among the districts. |
| POLICY 6.2 | Promote economically vital neighborhood commercial districts which foster small business enterprises and entrepreneurship and which are responsive to economic and technological innovation in the marketplace and society |
| POLICY 6.4 | Encourage the location of neighborhood shopping areas throughout the city so that essential retail goods and personal services are accessible to all residents. |
| POLICY 6.7 | Promote high quality urban design on commercial streets. |

The Project meets and furthers the Objectives and Policies of the Commerce and Industry Element by reinforcing the typical San Francisco pattern of including resident serving uses along with residential development. The Project will generally permit small scale retail and community related uses throughout and requiring ground floor non-residential uses on a portion of 24th Street, which will serve as the neighborhood's "Main Street". Design and Land Use regulations for the development will require that neighborhood commercial retail be established in a pedestrian-oriented active environment typical of San Francisco neighborhoods and specifically called for in the Commerce and Industry Element. The possible provision of retail space will provide entrepreneurial opportunities for local residents and workers. Of course, new development will provide construction business opportunities, especially with outreach to small businesses through the City's SBE program, along with opportunities for property management and maintenance.

RECREATION AND OPEN SPACE ELEMENT

The principle objectives of the Recreation and Open Space Element are to preserve large areas of open space sufficient to meet the long-range needs of the Bay Region, develop and maintain a diversified and balanced citywide system of high quality public open space, provide a continuous public open space along the shoreline, and provide opportunities for recreation and the enjoyment of open space in every neighborhood.

- | | |
|-------------|--|
| OBJECTIVE 1 | ENSURE A WELL-MAINTAINED, HIGHLY UTILIZED, AND INTEGRATED OPEN SPACE SYSTEM |
| POLICY 1.1 | Encourage the dynamic and flexible use of existing open spaces and promote a variety of recreation and open space uses, where appropriate. |
| POLICY 1.11 | Encourage private recreational facilities on private land that provide a community benefit, particularly to low and moderate-income residents. |
| OBJECTIVE 2 | INCREASE RECREATION AND OPEN SPACE TO MEET THE LONG-TERM NEEDS OF THE CITY AND BAY REGION |
| POLICY 2.7 | Expand partnerships among open space agencies, transit agencies, private sector and nonprofit institutions to acquire, develop and/or manage existing open spaces. |
| POLICY 2.8 | Consider repurposing underutilized City-owned properties as open space and recreational facilities. |
| OBJECTIVE 3 | IMPROVE ACCESS AND CONNECTIVITY TO OPEN SPACE |
| POLICY 3.1 | Creatively develop existing publicly-owned right-of-ways and streets into open space. |
| POLICY 3.2 | Establish and Implement a network of Green Connections that increases access to parks, open spaces, and the waterfront. |
| POLICY 3.6 | Maintain, restore, expand and fund the urban forest. |

The Project meets and furthers the Objectives and Policies of the Recreation and Open Space by creating a new street and open space network within an area that is currently characterized by wide disconnected streets, steep unoccupied terrain, and lack of recreational opportunities. Altogether, 3.5 acres of new parks and open space are proposed for the site. Further, the new street network will improve connectivity from existing residential neighborhoods, parks and open spaces.

TRANSPORTATION ELEMENT

The Transportation Element is largely concerned with the movement of people and goods. It addresses the need for multi-modal streets and facilities, implementation of the City's transit-first policy, the need to limit parking and auto capacity on the roads, and ways to incentivize travel by transit, bike and by foot. It also addresses the relationship between transportation and land use and how the two should be coordinated to reduce the need for auto trips.

The following objectives and policies are relevant to the Project:

- | | |
|--------------|--|
| OBJECTIVE 1 | MEET THE NEEDS OF ALL RESIDENTS AND VISITORS FOR SAFE, CONVENIENT AND INEXPENSIVE TRAVEL WITHIN SAN FRANCISCO AND BETWEEN THE CITY AND OTHER PARTS OF THE REGION WHILE MAINTAINING THE HIGH QUALITY LIVING ENVIRONMENT OF THE BAY AREA. |
| POLICY 1.2 | Ensure the safety and comfort of pedestrians throughout the city. |
| POLICY 1. 6 | Ensure choices among modes of travel and accommodate each mode when and where it is most appropriate. |
| POLICY 2.5 | Provide incentives for the use of transit, carpools, vanpools, walking and bicycling and reduce the need for new or expanded automobile and automobile parking facilities. |
| OBJECTIVE 18 | ESTABLISH A STREET HIERARCHY SYSTEM IN WHICH THE FUNCTION AND DESIGN OF EACH STREET ARE CONSISTENT WITH THE CHARACTER AND USE OF ADJACENT LAND. |
| POLICY 18.2 | Design streets for a level of traffic that serves, but will not cause a detrimental impact on adjacent land uses, or eliminate the efficient and safe movement of transit vehicles and bicycles. |
| POLICY 18.4 | Discourage high-speed through traffic on local streets in residential areas through traffic "calming" measures that are designed not to disrupt transit service or bicycle movement, including: <ul style="list-style-type: none">• Sidewalk bulbs and widenings at intersections and street entrances;• Lane off-sets and traffic bumps; |

- Narrowed traffic lanes with trees, landscaping and seating areas; and
- colored and/or textured sidewalks and crosswalks.

POLICY 20.5 Place and maintain all sidewalk elements, including passenger shelters, benches, trees, newsracks, kiosks, toilets, and utilities at appropriate transit stops according to established guidelines.

OBJECTIVE 23 IMPROVE THE CITY'S PEDESTRIAN CIRCULATION SYSTEM TO PROVIDE FOR EFFICIENT, PLEASANT, AND SAFE MOVEMENT.

POLICY 23.1 Provide sufficient pedestrian movement space with a minimum of pedestrian congestion in accordance with a pedestrian street classification system.

POLICY 23.2 Widen sidewalks where intensive commercial, recreational, or institutional activity is present, sidewalks are congested and where residential densities are high.

POLICY 23.3 Maintain a strong presumption against reducing sidewalk widths, eliminating crosswalks and forcing indirect crossings to accommodate automobile traffic.

POLICY 23.6 Ensure convenient and safe pedestrian crossings by minimizing the distance pedestrians must walk to cross a street.

OBJECTIVE 24 IMPROVE THE AMBIENCE OF THE PEDESTRIAN ENVIRONMENT.

POLICY 24.2 Maintain and expand the planting of street trees and the infrastructure to support them.

POLICY 24.3 Install pedestrian-serving street furniture where appropriate.

POLICY 24.5 Where consistent with transportation needs, transform streets and alleys into neighborhood-serving open spaces or "living streets", especially in neighborhoods deficient in open space.

OBJECTIVE 26 CONSIDER THE SIDEWALK AREA AS AN IMPORTANT ELEMENT IN THE CITYWIDE OPEN SPACE SYSTEM.

- OBJECTIVE 27 ENSURE THAT BICYCLES CAN BE USED SAFELY AND
CONVENIENTLY AS A PRIMARY MEANS OF TRANSPORTATION, AS
WELL AS FOR RECREATIONAL PURPOSES.
- OBJECTIVE 28 PROVIDE SECURE AND CONVENIENT PARKING FACILITIES FOR
BICYCLES.
- POLICY 28.1 Provide secure bicycle parking in new governmental, commercial, and
residential developments.
- OBJECTIVE 34 RELATE THE AMOUNT OF PARKING IN RESIDENTIAL AREAS AND
NEIGHBORHOOD COMMERCIAL DISTRICTS TO THE CAPACITY OF
THE CITY'S STREET SYSTEM AND LAND USE PATTERNS.
- POLICY 34.3 Permit minimal or reduced off-street parking supply for new buildings in
residential and commercial areas adjacent to transit centers and along
transit preferential streets.
- OBJECTIVE 35 MEET SHORT-TERM PARKING NEEDS IN NEIGHBORHOOD
SHOPPING DISTRICTS CONSISTENT WITH PRESERVATION OF A
DESIRABLE ENVIRONMENT FOR PEDESTRIANS AND RESIDENTS.

The Project meets and furthers the Objectives and Policies of the Transportation Element by requiring the creation of a new fine-grained street grid in place of the diagonally configured and disconnected street and block pattern that exists today. The Project accommodates the creation of a new mixed-use predominately development in a pattern that encourages walking and using transit. The Project also calls for streetscape improvements that will calm auto traffic while assuring pedestrian comfort and enjoyment.

URBAN DESIGN ELEMENT

The Urban Design Element addresses the physical character and order of the City. It establishes objectives and policies dealing with the city pattern, conservation (both of natural areas and historic structures), major new developments, and neighborhood environment. It discusses meeting “human needs”, largely by assuring quality living environments, and by protecting and enhancing those characteristics of development that make San Francisco special.

The following objectives and policies are relevant to the Project:

- | | |
|-------------|---|
| OBJECTIVE 1 | EMPHASIS OF THE CHARACTERISTIC PATTERN WHICH GIVES TO THE CITY AND ITS NEIGHBORHOODS AN IMAGE, A SENSE OF PURPOSE, AND A MEANS OF ORIENTATION. |
| POLICY 1.1 | Recognize and protect major views in the city, with particular attention to those of open space and water. |
| POLICY 1.2 | Recognize, protect and reinforce the existing street pattern, especially as it is related to topography. |
| POLICY 1.3 | Recognize that buildings, when seen together, produce a total effect that characterizes the city and its districts. |
| POLICY 1.5 | Emphasize the special nature of each district through distinctive landscaping and other features. |
| POLICY 1.6 | Make centers of activity more prominent through design of street features and by other means. |
| POLICY 1.7 | Recognize the natural boundaries of districts, and promote connections between districts. |
| POLICY 2.9 | Review proposals for the giving up of street areas in terms of all the public values that streets afford. |
| POLICY 2.10 | Permit release of street areas, where such release is warranted, only in the least extensive and least permanent manner appropriate to each case. |
| OBJECTIVE 3 | MODERATION OF MAJOR NEW DEVELOPMENT TO COMPLEMENT THE CITY PATTERN, THE RESOURCES TO BE CONSERVED, AND THE NEIGHBORHOOD ENVIRONMENT. |

- POLICY 3.3 Promote efforts to achieve high quality of design for buildings to be constructed at prominent locations.
- POLICY 3.4 Promote building forms that will respect and improve the integrity of open spaces and other public areas.
- POLICY 3.5 Relate the height of buildings to important attributes of the city pattern and to the height and character of existing development.
- POLICY 3.7 Recognize the special urban design problems posed in development of large properties.
- POLICY 3.8 Discourage accumulation and development of large properties, unless such development is carefully designed with respect to its impact upon the surrounding area and upon the city.
- OBJECTIVE 4 IMPROVEMENT OF THE NEIGHBORHOOD ENVIRONMENT TO INCREASE PERSONAL SAFETY, COMFORT, PRIDE AND OPPORTUNITY .
- POLICY 4.3 Provide adequate lighting in public areas.
- POLICY 4.4 Design walkways and parking facilities to minimize danger to pedestrians.
- POLICY 4.5 Provide adequate maintenance for public areas.
- POLICY 4.6 Emphasize the importance of local centers providing commercial and government services.
- POLICY 4.8 Provide convenient access to a variety of recreation opportunities.
- POLICY 4.10 Encourage or require the provision of recreation space in private development.
- POLICY 4.12 Install, promote and maintain landscaping in public and private areas.
- POLICY 4.13 Improve pedestrian areas by providing human scale and interest.

On balance, the Project is consistent with and furthers the Urban Design Element. The project enables the establishment of a new vibrant mixed-use-predominately-residential neighborhood on currently underutilized land. The Project will extend the Potrero street grid and block pattern where it currently

does not exist today, thereby reinforcing Potrero's street pattern. The Project's compact urban development of modulated buildings will step along the site's steep topography; open spaces and green streets will punctuate the new block pattern. Taken together, these characteristics will enable the revitalized Hope SF Potrero neighborhood to be both individually distinctive and better integrated into the larger Potrero neighborhood. Streets will be designed to Better Streets standards and will be safe, comfortable, and inviting. While the proposal includes allowing heights of buildings to be as tall as 65-feet at some locations (taller than what's allowed within other residentially portions of Potrero Hill), design standards will require that they be broken down both vertically and horizontally and be designed to the human scale. The portion of the site that allows the tallest heights will be reserved for the center of the neighborhood's planned commercial and community-serving center, thereby demarking the Project's civic heart. While the view across the site -- some from the Potrero Recreation Center -- will change in nature with additional buildings in the foreground, other views will be improved and protected by aligning new streets with existing streets allowing continual views down them and assuring they are not blocked in the future. On balance, the urban design character of the site will be significantly improved; therefore, the Project is consistent with the Urban Design Element.

ENVIRONMENTAL PROTECTION ELEMENT

The Environmental Protection Element is concerned with protecting the natural environment within San Francisco's urban context. The element provides objectives and policies for the following topics: the Bay, ocean and shoreline, air, fresh water, land, flora and fauna, transportation noise, and energy.

The following objectives and policies are relevant to the Project:

OBJECTIVE 1 ACHIEVE A PROPER BALANCE AMONG THE CONSERVATION, UTILIZATION, AND DEVELOPMENT OF SAN FRANCISCO'S NATURAL RESOURCES.

Policy 1.4 Assure that all new development meets strict environmental quality standards and recognizes human needs.

OBJECTIVE 15 INCREASE THE ENERGY EFFICIENCY OF TRANSPORTATION AND ENCOURAGE LAND USE PATTERNS AND METHODS OF TRANSPORTATION WHICH USE LESS ENERGY.

POLICY 15.3 Encourage an urban design pattern that will minimize travel requirements among working, shopping, recreation, school and childcare areas.

The Project is consistent with and implements the Environmental Protection Element in that it calls for mixed-use, moderate density, transit-friendly, sustainable development. The Hope SF Potrero EIR identifies potential significant and unavoidable impacts regarding noise and air pollutant emissions; these impacts are largely traffic and construction related and are substantially due to the Project's scale. The Project and all related City approvals are nonetheless consistent with the Environmental Protection Element as the Project satisfies and implements the preponderance of Element's objectives and policies: the Project furthers the Element's emphasis on the need for compact, and sustainable development.

COMMUNITY FACILITIES ELEMENT

The Community Facilities element addresses police facilities, neighborhood center facilities, fire facilities, library facilities, public health facilities, and touches upon educational facilities, institutional facilities (colleges, etc.) wastewater facilities, and solid waste facilities.

The following objectives and policies are relevant to the Project:

- | | |
|-------------|--|
| OBJECTIVE 3 | ASSURE THAT NEIGHBORHOOD RESIDENTS HAVE ACCESS TO NEEDED SERVICES AND A FOCUS FOR NEIGHBORHOOD ACTIVITIES |
| POLICY 3.6 | Base priority for the development of neighborhood centers on relative need. |
| OBJECTIVE 4 | PROVIDE NEIGHBORHOOD CENTERS THAT ARE RESPONSIVE TO THE COMMUNITY SERVED. |
| POLICY 4.1 | Assure effective neighborhood participation in the initial planning, ongoing programming, and activities of multi-purpose neighborhood centers |

The Project is consistent with and implements the Community Facilities Element. The Project allows for community serving uses on the ground floor throughout the development. A community center and senior housing development is planned for Block G that among other community-based uses will include child care. Whether or not community uses will eventually establish themselves in other permitted locations will depend on community needs and demands as well as broader market factors as the Project gets built out.

PUBLIC SAFETY ELEMENT

- OBJECTIVE 2 REDUCE STRUCTURAL AND NON-STRUCTURAL HAZARDS TO LIFE SAFETY, MINIMIZE PROPERTY DAMAGE AND RESULTING SOCIAL, CULTURAL AND ECONOMIC DISLOCATIONS RESULTING FROM FUTURE DISASTERS.
- POLICY 2.1 Assure that new construction meets current structural and life safety standards.
- POLICY 2.3 Consider site soils conditions when reviewing projects in areas subject to liquefaction or slope instability.
- POLICY 2.9 Consider information about geologic hazards whenever City decisions that will influence land use, building density, building configurations or infrastructure are made.
- POLICY 2.12 Enforce state and local codes that regulate the use, storage and transportation of hazardous materials in order to prevent, contain and effectively respond to accidental releases.

The Project is consistent with and implements the Community Safety Element. All improvements, including infrastructure, buildings and open space improvements will be constructed to local seismic standards, taking into account, among other considerations, the geological condition of the soil and where applicable, any remediation activity.

AIR QUALITY ELEMENT

The Air Quality Element is concerned, in part, with reducing the level of pollutants in the air, thus protecting and improving public health, welfare and the quality of life of the citizens of San Francisco and the residents of the metropolitan region. It emphasizes that opportunities for economic growth in the area can be enhanced through implementation of transportation, land use and other policies in harmony with clean air goals.

The following objectives and policies are relevant to the Project:

- | | |
|-------------|--|
| OBJECTIVE 3 | DECREASE THE AIR QUALITY IMPACTS OF DEVELOPMENT BY COORDINATION OF LAND USE AND TRANSPORTATION DECISIONS. |
| POLICY 3.1 | Take advantage of the high density development in San Francisco to improve the transit infrastructure and also encourage high density and compact development where an extensive transportation infrastructure exists. |
| POLICY 3.2 | Encourage mixed land use development near transit lines and provide retail and other types of service oriented uses within walking distance to minimize automobile dependent development. |
| POLICY 3.6 | Link land use decision making policies to the availability of transit and consider the impacts of these policies on the local and regional transportation system. |
| POLICY 3.9 | Encourage and require planting of trees in conjunction with new development to enhance pedestrian environment and select species of trees that optimize achievement of air quality goals |

The Project is consistent with and implements the Air Quality Element in that it calls for mixed-use predominately residential, moderate density, sustainable development that will enable efficient use of land and encourage travel by transit and by foot, thereby reducing auto use. The Project will be built to LEED Neighborhood Development standards. While the Hope SF Potrero EIR identifies potential significant and unavoidable impacts regarding air pollutant emissions, the impacts are largely traffic and construction related, which, in turn, is substantially due to the Project's scale. The Project is nonetheless consistent with the Air Quality Element because it satisfies and implements the preponderance of Element's objectives and policies; most importantly, the Project furthers the Element's emphasis on efficient and compact development.

General Plan Priority Finding

(Planning Code Section 101.1 Findings)

Planning Code Section 101.1(b) establishes eight priority policies and is a basis by which differences between competing policies in the General Plan are resolved. As described below, the Project is consistent with the eight priority policies set forth in Planning Code Section 101.1(b).

1. That existing neighborhood serving retail uses be preserved and enhanced and future opportunities for resident employment in or ownership of such businesses enhanced.

The Project will preserve and enhance existing neighborhood serving retail uses. The Project would potentially accommodate roughly 15,000 square feet of new retail uses. The retail uses are envisioned to be local serving. The project does not include the removal of any existing neighborhood serving retail and is not expected to unduly compete against long established Potrero or Dogpatch neighborhood commercial districts along 18th Street and 22nd Street.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods.

The Project accommodates new development on land that is underutilized and improvements that are dilapidated. While it would remove existing housing, the housing will be replaced by significantly improved housing in a neighborhood pattern much more similar to the rest of Potrero Hill than what exists today. Existing tenants will be actively engaged in the relocation planning process and will be offered on-site relocation opportunities as part of a larger community building strategy employed by HOPE SF to preserve the cultural and economic diversity of the neighborhood. . Outside of the boundaries of the Housing Authority site and of the adjacent site partially owned by the San Francisco School District, no Potrero Hill building would be effected by the Project.

3. That the City's supply of affordable housing be preserved and enhanced.

The Project is a part of the Hope SF, the Mayor's signature anti-poverty initiative aimed at eradicating intergenerational poverty. . As noted above, existing affordable units will be demolished and replaced with significantly improved units at the same affordable levels as the units removed. Along with replacement units for extremely low income households, about 335 additional affordable units for low income households are also proposed.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking.

The Project anticipates and accommodates new transit as planned through the City's Muni Forward Project. Design of streets and bus stops will include bus bulbs and bus shelters; street cross sections and corner design will assure sufficient space for bus travel. Moreover, the Project includes the creation of a pedestrian-oriented street and open space network that will encourage alternative modes of transportation. The Project will provide less than one-to-one parking, further encouraging travel by other modes of travel other than by single-occupancy vehicle.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced.

The Project would not adversely affect the industrial sector or service sectors. No such uses would be displaced by the sectors. Construction activity generated by the Project, however, will support these sectors.

6. That the City achieves the greatest possible preparedness to protect against injury and loss of life in an earthquake.

All new construction would be subject to the City's Building Code, Fire Code and other applicable safety standards. Thus, the Project would improve preparedness against injury and loss of life in an earthquake by prompting development that would comply with applicable safety standards.

7. That landmarks and historic buildings be preserved.

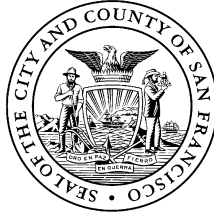
The Project would not accommodate the removal, demolition, or of any known landmark or historic building.

8. That our parks and open space and their access to sunlight and vistas be protected from development.

On balance, the Project would improve the City's open space and park system and would not adversely effect parks access to sunlight and vistas. The project includes providing roughly 3.5 acres of additional parks to the City's overall park system. The site is immediately adjacent to and downslope to the Potrero Recreation Center. Because the proposal does include constructing

buildings immediately across the street from the park, new shadows will be created on the park, and some views from the park will be changed. However, the EIR has shown that the new shadows would not cause a significant adverse effect. Similarly, a mitigation measure has been established to limit the height of some buildings across 23rd Street from the park to assure that the view southward from the park is sufficiently retained. Most of the area on the perimeter of the park that would be effected by shadows and where views would change are characterized by heavily forested trees on steep slopes, where most park use is limited. Given that additional parks and accessible green space is being added by the Project, and the impacts of the proposed development on Potrero Recreation Center are limited, on balance, the Project is consistent with this General Plan Priority Finding.

City & County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Andrico Q. Penick, Director of Real Estate

June 12, 2025

Carla Short
Director
San Francisco Public Works
49 South Van Ness, Suite 1600
San Francisco, CA 94103

RE: Potrero HOPE SF – Block 4285B, Lots 003, 004, 005 and 006
Acceptance of Quitclaim Deed for ROW Dedication and Easement for SFPUC
Electrical Switchgear

Dear Ms. Short:

The Potrero HOPE SF Project is a public housing transformation collaborative effort that is part of a larger City and SFHA initiative under the City's HOPE SF Program. Potrero HOPE SF Phase 2 includes construction within newly dedicated and existing public rights-of-way, new roadways, sidewalks, landscaping, trees, and public utilities within portions of 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets, and improvements associated with a new switchgear within a building, and an offer of dedication for real property underlying portions of 25th, Arkansas, and Connecticut Streets.

I am informed and believe construction of the Potrero HOPE SF Phase 2 Public Infrastructure was completed on December 18, 2024. The San Francisco Public Works determined it to have been constructed in accordance with the Plans and Specifications and all City codes, regulations and standards governing same and it is ready for its intended use. (Public Works Order No. 211755.)

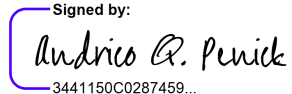
In a letter dated April 9, 2025, the Planning Department affirmed acceptance of the Public Infrastructure and real property and Easement associated with the Potrero HOPE SF Phase 2 Public Infrastructure and associated actions are, on balance, in conformity with the General Plan and eight priority policies of Planning Code Section 101.1 and comply with the California Environmental Quality Act (CEQA).

In light of the above, I recommend the City accept the Potrero HOPE SF Phase 2 Public Infrastructure and dedication of Assessor's Block 4285B, Lots 005 and 006 (Parcels C and D) as real property for street and roadway purposes, as shown on Final Map No. 9610,

recorded July 16, 2021 (Document # 2021111536), via Quitclaim Deed and accept an Amended and Restated Electrical Switchgear Easement for the area identified in the easement in Assessor's Block 4285B, Lot 004, as shown on Final Map No. 9610.

Sincerely,

Signed by:

A handwritten signature in black ink, reading "Andrico Q. Penick". The signature is enclosed in a purple rectangular box that has a small tab on the left side.

3441150C0287459...
Andrico Q. Penick
Director, Real Estate Division



TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Potrero HOPE SF - Street and Public Infrastructure Acceptance for Phase 2 - Establishing Official
Public Right-of-Way and Sidewalk Widths and Street Grade
DATE: June 10, 2025

Ordinance accepting irrevocable offers of public infrastructure associated with the Potrero HOPE SF Project, Phase 2, including improvements located within portions of 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets, and improvements associated with a new switchgear within a building, and an offer of dedication for real property underlying portions of 25th, Arkansas, and Connecticut Streets; dedicating this public infrastructure for public use; designating the public infrastructure for public street and roadway purposes; accepting the public infrastructure for City maintenance and liability purposes, subject to specified limitations; establishing official public right-of-way widths and street grades; amending Ordinance No. 1061 entitled "Regulating the Width of Sidewalks" to establish official sidewalk widths on 25th, 26th, Arkansas, Connecticut, and Wisconsin Streets; accepting a Public Works Order recommending various actions regarding the public infrastructure; delegating limited authority to the Public Works Director to accept specified infrastructure; authorizing official acts, as defined, in connection with this Ordinance; adopting findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org