

BOARD of SUPERVISORS



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MEMORANDUM

BUDGET AND FINANCE COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Malia Cohen, Chair
Budget and Finance Committee

FROM: Linda Wong, Assistant Clerk

DATE: October 30, 2017

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, October 31, 2017

The following file should be presented as a **COMMITTEE REPORT** at the Board meeting on Tuesday, October 31, 2017, at 2:00 p.m. This item was acted upon at the Committee Meeting on Thursday, October 26, 2017, at 10:00 a.m., by the votes indicated.

Item No. 23 File No. 170988

Resolution approving the Memorandum of Understanding between the Port and other City Agencies regarding Interagency Cooperation; and adopting findings under the California Environmental Quality Act.

AMENDED, AMENDMENT OF THE WHOLE BEARING SAME TITLE

Vote: Supervisor Malia Cohen - Aye
Supervisor Norman Yee - Aye
Supervisor Katy Tang - Aye

RECOMMENDED AS AMENDED AS COMMITTEE REPORT

Vote: Supervisor Malia Cohen - Aye
Supervisor Norman Yee - Aye
Supervisor Katy Tang - Aye

c: Board of Supervisors
Angela Calvillo, Clerk of the Board
Jon Givner, Deputy City Attorney
Alisa Somera, Legislative Deputy Director

File No. 170988

Committee Item No. 4

Board Item No. 23

COMMITTEE/BOARD OF SUPERVISORS AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 26, 2017

Board of Supervisors Meeting

Date October 31, 2017

Cmte Board

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Completed by: Linda Wong Date October 20, 2017

Completed by: Linda Wong Date October 30, 2017

1 [Memorandum of Understanding Regarding Interagency Cooperation - Pier 70 Project]

2
3 **Resolution approving the Memorandum of Understanding between the Port and other**
4 **City Agencies regarding Interagency Cooperation; and adopting findings under the**
5 **California Environmental Quality Act.**

6
7 WHEREAS, California Statutes of 1968, Chapter 1333 ("Burton Act") and Charter,
8 Sections 4.114 and B3.581, empower the City and County of San Francisco, acting through
9 the San Francisco Port Commission ("Port"), with the power and duty to use, conduct,
10 operate, maintain, manage, regulate and control the lands within Port Commission jurisdiction;
11 and

12 WHEREAS, The Port owns an approximately 28-acre area at Pier 70 known as the
13 "28-Acre Site," bounded generally by Illinois Street on the west, 22nd Street on the south,
14 20th Street on the north and San Francisco Bay on the east; and

15 WHEREAS, From 2007 to 2010, the Port conducted a community process that
16 evaluated the unique site conditions and opportunities at Pier 70 and built a public consensus
17 for Pier 70's future that nested within the policies established for the Eastern Neighborhoods-
18 Central Waterfront; and

19 WHEREAS, This process culminated in the Pier 70 Preferred Master Plan, which was
20 endorsed by the Port Commission in May 2010, and the proposed mixed-use development at
21 Pier 70 (the "Pier 70 Mixed Use Development Project"); and

22 WHEREAS, In April 2011, by Resolution No. 11-21, the Port Commission awarded to
23 Forest City Development California, Inc., through a competitive process, the opportunity to
24
25

1 negotiate for the development of the 28-Acre Site as a mixed-use development and historic
2 preservation project (the "28-Acre Site Project"); and

3 WHEREAS, Forest City Development California, Inc. is now wholly owned by Forest
4 City Realty Trust, Inc., a New York Stock Exchange-listed real estate company; and

5 WHEREAS, In May 2013, by Resolution No. 13-20, the Port Commission endorsed the
6 Term Sheet for the 28-Acre Site Project; and

7 WHEREAS, Subsequently, in June 2013, by Resolution No. 201-13, the Board of
8 Supervisors found the 28-Acre Site Project fiscally feasible under Administrative Code,
9 Chapter 29 and endorsed the Term Sheet for the 28-Acre Site Project; and

10 WHEREAS, Port and City staff and FC Pier 70, LLC ("Developer"), a wholly owned
11 affiliate of Forest City Realty Trust, Inc., have negotiated the terms of the Disposition and
12 Development Agreement ("DDA") and related transaction documents that are incorporated
13 into the DDA which provide the overall road map for development of the 28-Acre Site Project,
14 including a Financing Plan, an Infrastructure Plan, an Affordable Housing Plan, a
15 Transportation Plan that includes a Transportation Demand Management Program, a
16 Workforce Development Plan, an arts program for the use of the arts building on Parcel E4
17 (including replacement studio space for the artist community in the Noonan building), and
18 forms of an interim Master Lease, Vertical Disposition and Development Agreement and
19 Parcel Lease (including applicable lease terms for Historic Buildings 2, 12 and 21); and

20 WHEREAS, Depending on the uses proposed, the 28-Acre Site Project would include
21 between 1,100 and 2,150 residential units, a maximum of between 1 million and 2 million
22 gross square feet ("gsf") of commercial-office use, and up to 500,000 gsf of retail-light
23 industrial-arts use, construction of transportation and circulation improvements, new and
24 upgraded utilities and infrastructure, geotechnical and shoreline improvements, and nine
25 acres of publicly-owned open space; and

1 WHEREAS, On May 23, 2017, Port staff presented to the Port Commission the
2 proposed Streetscape Master Plan, Transportation Plan, and Infrastructure Plan providing the
3 vision, intent, and guidelines for infrastructure and public facilities, known as horizontal
4 improvements, that will serve and physically transform the Pier 70 Special Use District ("Pier
5 70 SUD") over the 28-Acre Site and the adjacent Illinois Street Parcels into a new, vibrant
6 neighborhood; and

7 WHEREAS, In order to promote development in accordance with the objectives and
8 purposes of the DDA, it is contemplated that the City will undertake and complete certain
9 proceedings and actions necessary to be carried out by the City to assist in the
10 implementation of the DDA, including entering into a Memorandum of Understanding between
11 the Port and other City agencies regarding Interagency Cooperation (the "ICA"), a copy of
12 which is in Board File No. 170988, that sets out cooperative procedures for administering
13 horizontal improvement plans submitted in accordance with the Subdivision Code and design,
14 development, construction, and inspection of horizontal improvements; and

15 WHEREAS, The ICA also establishes procedures relating to approvals by the San
16 Francisco Fire Department, San Francisco Public Utilities Commission, San Francisco Public
17 Works, and San Francisco Municipal Transportation Agency; and

18 WHEREAS, As authorized under the ICA, staff intends to negotiate a memorandum of
19 understanding among City departments setting out permitting, maintenance, liability, and
20 ownership responsibilities for the streets and other infrastructure and public facilities in the
21 Pier 70 SUD; and

22 WHEREAS, Under San Francisco Charter Section B7.320, the Mayor may submit to
23 the Board of Supervisors a memorandum of understanding between the Port Commission and
24 another department of the City, approved by the Port Commission by resolution; and
25

1 WHEREAS, On August 24, 2017, the Planning Commission (1) reviewed and
2 considered the Final Environmental Impact Report for the Pier 70 Mixed Use Project ("FEIR")
3 (Case No. 2014-001272ENV); (2) found the FEIR to be adequate, accurate and objective,
4 thus reflecting the independent analysis and judgment of the Planning Department and the
5 Planning Commission; and (3) by Motion No. 19976, certified the FEIR as accurate, complete
6 and in compliance with the California Environmental Quality Act ("CEQA"), the CEQA
7 Guidelines, and Chapter 31 of the San Francisco Administrative Code; and

8 WHEREAS, At the same hearing, the Planning Commission approved the Pier 70
9 Mixed Use Project and in so doing, adopted approval findings under CEQA by Motion No.
10 19977, including a Statement of Overriding Considerations (the "Pier 70 CEQA Findings"),
11 and adopted a Mitigation Monitoring and Reporting Program ("MMRP"); and

12 WHEREAS, A copy of the Planning Commission Motions, the Pier 70 CEQA Findings,
13 and the MMRP are on file in Board File No. 170930 and may be found in the records of the
14 Planning Department at 1650 Mission Street, San Francisco, CA, and are incorporated in this
15 resolution by reference as if fully set forth herein; and

16 WHEREAS, On September 5, 2017, by Resolution No. 170905-112, the Board of
17 Directors of the San Francisco Municipal Transportation consented to the ICA; and

18 WHEREAS, On September 26, 2017, by Resolution No. 17-48, the San Francisco Port
19 Commission approved and authorized the Executive Director of the Port, or her designee, to
20 execute the ICA and recommended its approval to the other consenting City departments; and

21 WHEREAS, On September 26, 2017, by Resolution No. 17-209, the San Francisco
22 Public Utilities Commission consented to the ICA; and

23 WHEREAS, The Board of Supervisors has reviewed the FEIR, the MMRP and the
24 CEQA Findings, and finds that the approvals before the Board of Supervisors are within the
25 scope of the FEIR and that no substantial changes in the Pier 70 Mixed Use Project or the

1 circumstances surrounding the Pier 70 Mixed Use Project have occurred and no new
2 information that could not have been known previously showing new significant impacts or an
3 increase in severity in impacts has been discovered since the FEIR was certified; now,
4 therefore be it

5 RESOLVED, That the Board of Supervisors adopts the Pier 70 CEQA Findings as its
6 own and adopts the MMRP and imposes its requirements as a condition to this approval
7 action; and be it

8 FURTHER RESOLVED, That the Board of Supervisors determines that the 28-Acre
9 Site Project is furthered by the ICA, is in the best interests of the Port, the City, and the health,
10 safety, morals and welfare of its residents, and is in accordance with the public purposes and
11 provisions of applicable federal, state and local laws and requirements; and be it

12 FURTHER RESOLVED, That the Board of Supervisors approves the ICA under
13 Charter Section B7.320 and authorizes the Executive Director of the Port, the Chief of the San
14 Francisco Fire Department, the General Manager of the San Francisco Public Utilities
15 Commission, the Director of San Francisco Public Works, and the Director of Transportation
16 of the San Francisco Municipal Transportation Agency, or their designees, to execute and
17 implement the ICA; and be it

18 FURTHER RESOLVED, That the Board of Supervisors authorizes and delegates to the
19 Executive Director of the Port, the Chief of the San Francisco Fire Department, the General
20 Manager of the San Francisco Public Utilities Commission, the Director of San Francisco
21 Public Works, and the Director of Transportation of the San Francisco Municipal
22 Transportation Agency, or their designees, the authority to make changes to the ICA and take
23 any and all steps, including but not limited to, the attachment of exhibits and the making of
24 corrections, as they determine, in consultation with the City Attorney, are necessary or
25 appropriate to consummate the ICA in accordance with this Resolution, including entering into

1 subsequent interagency memoranda of understanding regarding permitting, maintenance,
2 liability, and ownership responsibilities for the streets and other infrastructure and public
3 facilities in the Pier 70 SUD; provided, however, that such changes and steps do not
4 materially decrease the benefits to or materially increase the obligations or liabilities of the
5 City, and are in compliance with all applicable laws.

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

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

Exempt from recording fees under
Government Code § 27383.

*LODGED WITH BOARD OF SUPERVISORS
10/19/17*

Recorder's Stamp

**MEMORANDUM OF UNDERSTANDING
REGARDING INTERAGENCY COOPERATION**

BETWEEN

THE CITY AND COUNTY OF SAN FRANCISCO

AND

THE PORT COMMISSION OF SAN FRANCISCO

Regarding the development of the Pier 70 Waterfront Site

[Project Approval Date]

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Developer's Consent

Consent of San Francisco Municipal Transportation Agency

Consent of San Francisco Public Utilities Commission

Consent of San Francisco Fire Department

ICA Attachment A: Infrastructure Plan

ICA Attachment B: Basis of Design (Draft – For Discussion Purposes Only)

ICA Attachment C: Developer's Proposed Deferred Infrastructure Concept (Draft – For Discussion Purposes Only)

ICA Attachment D: Developer's Proposed Pier 70 Mapping Process (Draft – For Discussion Purposes Only)

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**MEMORANDUM OF UNDERSTANDING
REGARDING INTERAGENCY COOPERATION**

(Pier 70 28-Acre Site)

This **MEMORANDUM OF UNDERSTANDING REGARDING INTERAGENCY COOPERATION** (Pier 70 Waterfront Site), referred to in the Transaction Documents as the Interagency Cooperation Agreement (this “ICA”) and dated for reference purposes as of _____, 2017 (the “Reference Date”) is between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation (the “City”), acting by and through the Mayor, the Board of Supervisors, the City Administrator, the Director of Public Works, the San Francisco Municipal Transportation Agency and the San Francisco Public Utilities Commission (the “Other City Parties”), and the City, acting by and through the **PORT COMMISSION OF THE CITY AND COUNTY OF SAN FRANCISCO** (the “Port” or the “Port Commission”) (the Other City Parties and the Port, each a “Party”). This ICA is one of the Transaction Documents relating to the Project described in the Disposition and Development Agreement between the Port and FC Pier 70, LLC (“Developer”).

Initially capitalized and other terms not defined herein are defined in the Appendix or other Transaction Documents as specified in the Appendix, which contains definitions, rules of interpretation, and standard provisions applicable to all Transaction Documents.

RECITALS

A. This ICA specifies the roles and procedures that will apply to Other City Parties and consenting City Agencies assisting the Port in implementing the development of the 28-Acre Site in accordance with the Project Requirements, including, without limitation, with respect to:

1. Subdivision of the 28-Acre Site;
2. Construction of Horizontal Improvements for the Project, as described in the Infrastructure Plan (**ICA Attachment A**); and
3. Implementation of Project mitigation measures.

B. Developer, and its Transferees or Vertical Developers under the DDA, will develop the Horizontal Improvements and Vertical Improvements in Phases, as more particularly described in the DDA.

C. The SUD, together with the Design for Development, specifies the permitted land uses and development standards and guidelines for the 28-Acre Site. The procedures for design review and approval for new buildings and rehabilitation of historic buildings within the 28-Acre Site are specified in the SUD.

D. This ICA memorializes a process for the Port, Other City Parties, and consenting Other City Agencies to cooperate in undertaking, administering, performing and expediting review of all applications pertaining to Horizontal Development of the Project Site, including its subdivision, review and approval of Phase Applications, Master Utility Plans, design review of Public Spaces and Public ROW streetscape improvements, the review of Improvement Plans and the review, acceptance and approval of Horizontal Improvements for the Project that will be acquired by the Port or Other City Agencies as Acquiring Agencies under the Acquisition Agreement.

AGREEMENT

1. PURPOSE AND INTENT

1.1. Priority Project. In Board Resolution No. XXXX, based on Project benefits to the City as set forth in the DDA and the DA, the City determined in accordance with Campaign and Governmental Conduct Code section 3.400 that a public policy basis exists for this Project to receive priority processing. The City and the Port both found a compelling public policy in expedited review and permitting processes, which will minimize the negative financial impacts on the Port's rent revenues and Public Financing Sources that will be used to pay for the Horizontal Improvements.

1.2. Findings. Development of the Project in accordance with the Project Requirements, including DDA, Development Agreement, other and subsequent Project Approvals:

(a) is in the best interests of the City and County and the health, safety, and welfare of its residents;

(b) furthers the public purposes of applicable Project Requirements;
and

(c) is a priority for which they will act as expeditiously as is feasible to review and facilitate the processing of applications and implementation of Project development reviews and as described in this ICA.

1.4. Benefit. This ICA is:

(a) for the Parties' mutual benefit;

(b) an agreement for ongoing interdepartmental transfers of funds under Charter section B7.320, terminable only by the expiration of this ICA or by the Parties' agreement with Board of Supervisors approval by resolution and the Mayor's concurrence; and

(c) for the benefit of and enforceable by Developer and Developer Parties, Transferees and Vertical Developers as third-party beneficiaries to the extent of their rights and obligations under the Development Agreement and the DDA, subject to the limitations in Developer's Consent and further provided that neither the Port nor any Other City Agencies will be liable to Developer for damages.

1.5. Intent. The Parties intend for this ICA to provide the framework for cooperation between and among the Port and Other City Agencies with respect to review and approval of applications to the Port and Other City Agencies related to the Horizontal Improvements, including Subdivision Maps, Improvement Plans and Construction Permits for Horizontal Improvements. Accordingly, the Port and Other City Agencies have agreed to proceed expeditiously and use commercially reasonable efforts to comply with this ICA.

2. EFFECTIVE DATE; TERM

2.1. Effective Date. This ICA will become effective as of the Reference Date.

2.2. Term.

(a) Effect of DDA Termination. The term of this ICA will end on the date that the DDA Term expires including any extension of the DDA Term and any periods of Excusable Delay under the DDA or Development Agreement. Partial termination of the DDA as to any Phase or other portion of the Project Site will terminate this ICA and City Agencies' obligations under this ICA for the terminated portion of the Project Site. Notwithstanding the foregoing, if the DDA is terminated as to a Vertical Development Parcel and a Vertical DDA executed for said Vertical Development Parcel, the ICA Term will expire, extend or terminate as to all City Agencies' obligations associated with the development of said Vertical Development Parcel and its associated obligations, with the Vertical DDA.

(b) Ongoing Port Authority under ICA. In accordance with Charter section B7.320, the Port's authority to disburse funds under **Subsection 3.6(e)** (Distribution of Reimbursements) will continue until the Board passes and the Mayor approves a resolution terminating the Port's authority to make disbursements under Board of Supervisors Resolution No. _____.

3. COOPERATION

3.1. Agreement to Cooperate. The Other City Parties and the Port will aid each other, and the Other City Parties and the Port will cooperate with and amongst all City Agencies, to expeditiously and with due diligence implement the Project in accordance with the Project Requirements to undertake and complete all actions or proceedings reasonably necessary or appropriate to implement the Project. Except as otherwise provided in the Transaction Documents or Project Approvals, nothing in this ICA with regard to such cooperation obligates the City or the Port to spend any money or incur any costs except Other City Costs or Port Costs that Developer will, to the extent provided herein, reimburse under the DDA or administrative costs that Developer or Vertical Developers are obligated to reimburse through Administrative Fees.

3.2. City Approval. The City's approval and adoption of this ICA will be evidenced by the signatures of the Mayor, the Clerk of the Board of Supervisors, the Controller, the City Administrator, the Port and the Director of Public Works.

3.3. Consenting City Agencies.

(a) Written Consents. Based upon the City's approval and adoption of this ICA, as described in Section 3.2, each City Agency that has consented will comply with this ICA.

(b) Specific Agencies. The following City Agencies have, as of the date of this ICA signed this Agreement, a Consent or separate Transaction Document to implement the relevant portions of this ICA: (i) the Mayor's Office, including OEWD, MOHCD, and MOD; (ii) the General Services Agency, including San Francisco Public Works; (iii) the Port Commission; (iv) the San Francisco Municipal Transportation Agency; (v) the San Francisco Public Utilities Commission; and (vi) the Assessor, Controller, and Treasurer-Tax Collector (through the Tax Allocation MOU).

(c) Additional Agencies. During the course of the Project, the City and the Port, in consultation with Developer, may obtain the Consents of additional City Agencies not listed above. Each additional Consent will be substantially similar in form to the currently attached Other City Agency Consents and will be deemed to be attached to this ICA and effective when the additional Other City Agency delivers its executed Consent to the Port with copies to Public Works and Developer. Thereafter, Developer will be obligated to pay the Other City Costs of any additional consenting Other City Agencies.

3.4. Cooperation to Obtain Permits for Regulatory Agencies Other than City Agencies. Subject to this ICA and the MMRP, the City will cooperate with the Port and with reasonable requests by Developer to obtain Regulatory Approvals from any Regulatory Agency other than a City Agency that is necessary or desirable to effectuate and implement development of the Project in accordance with the Project Requirements. The City's commitment under this ICA is subject to the conditions listed below.

(a) Coordination. Developer consults and coordinates with applicable City Agencies with jurisdiction in Developer's efforts to obtain the Regulatory Approval.

(b) Continuing City or Port Obligations. If Regulatory Approvals include conditions that entail maintenance by or other obligations of the permittee or co-permittees that continue after the City (including the Port) accepts the completed Developer Improvements, then when the City (including the Port) accepts any Horizontal Improvements constructed by Developer that have continuing obligations under a Regulatory Approval, the City (including the Port) will take reasonably necessary steps at Developer's request to remove Developer as the named permittee or co-permittee from the Regulatory Approval if either: (i) the continuing obligations are designated solely as the City's or Port's responsibility under this ICA, the Transaction Documents, or related Project Approvals; or (ii) the City or Port in its sole discretion has agreed to accept sole responsibility for the obligations.

3.5. Other City Actions. The Mayor, Port and the Other City Agencies will take actions and engage in proceedings subject to this ICA on behalf of the City following reasonable requests by Developer, including those listed below.

(a) Trust Exchange. Assisting the Port in closing the Public Trust Exchange authorized by AB 418.

(b) Subdivision. Coordinating review and approval of proposed subdivision Tentative Maps, Final Maps, Improvement Plans and Subdivision Improvement Agreements, and permits for Horizontal Improvements.

(c) Street-Related Actions. Coordinating expeditious review of Developer's Streetscape Master Plan submittal, and instituting and completing proceedings for opening, closing, vacating, widening, or changing the grades of Public ROWs and for other necessary modifications of the streets, the street layout, and other public rights-of-way in the 28-Acre Site, including any requirement to issue permits to abandon, remove, and relocate public utilities as allowed under a City franchise and city utilities (if applicable) within the Public ROW as necessary to carry out the Project in accordance the Project Requirements, except where City lacks such authority or required property rights.

(d) Construction Documents Review. Coordinating expeditious review of Construction Documents and issuance of construction and access permits for all stages of Horizontal Improvements within the time frames of this ICA and consistent with the standards set forth in the Project Requirements.

(e) Acceptance. Coordinating reviews and expeditiously taking timely actions to make construction completeness determinations or to notify Developer of deficiencies, to release security and, where applicable, to accept Horizontal Improvements from Developer in accordance with the San Francisco Subdivision Code and San Francisco Subdivision Regulations, subject to any exceptions that may be authorized by the Director of Public Works under the San Francisco Subdivision Code. Each applicable Acquiring Agency shall accept full, complete, and functional Streets and Infrastructure as designed in conformance with the Subdivision Regulations and utility standards, and constructed in accordance with the project plans and specifications, subject to any exceptions that may be authorized by the Director of Public Works under the San Francisco Subdivision Code. Without limiting the foregoing, the Port and Other City Parties acknowledge that the Infrastructure Plan sets forth standards for certain Street Segments that will require Developer to request exceptions to the Subdivision Code and the Subdivision Regulations. As of the DDA Reference Date, the Director of Public Works has not authorized such exceptions.

(f) State and Federal Assistance. Assisting the Port in pursuing, and reasonably considering requests from Developer to pursue, state and federal grants on behalf of the Project, below-market-rate loans, and other financial assistance or funding to assist in paying for Horizontal Improvements, Site Preparation, Associated Public Benefits and other community benefits. The City will allocate any state and federal assistance that the City receives, subject to a Board of Supervisors' resolution to accept and expend, for the Project to the Port for use in accordance with the DDA.

(g) Environmental Review. Complying with and implementing Mitigation Measures for which the City is responsible and assisting with evaluating and performing any subsequent environmental review to the extent required under CEQA Guidelines section 15162.

(h) Affordable Housing. Using its good faith efforts to: (i) select a qualified developer and operator for the Affordable Housing Parcel; (ii) assist the selected affordable housing developers with any application for affordable housing sources, including 9% LIHTCs under the City's geographic apportionment to the extent the applicants fail to secure an allocation of 9% LIHTCs from a statewide set-aside; and (iii) assist Vertical Developers of mixed-income residential development with funding applications.

(i) Historic Tax Credits. Using its good faith efforts to assist Developer in pursuing Historic Tax Credits and other incentives available to encourage the rehabilitation of Building 2, Building 12, and Building 21 in accordance with the Secretary's Standards.

3.6. Cost Recovery.

(a) Other City Agency Costs. In consideration of the benefits Developer will receive under this ICA, Developer will reimburse the Other City Agencies for costs

incurred to comply with this ICA as and to the extent provided in the *DDA § 19.1 (Port and City Costs)*, *DA § 4.4 (Payment of Planning Costs)*, and this Section. The DDA will control over any conflict with the DA and this ICA, and this ICA will control over any conflict with the DA regarding reimbursement of Other City Costs.

(b) Port and Other City Costs under ICA. The Parties agree that the City will incur all of the following to implement this ICA after the DDA Reference Date: (i) costs of the Project Coordinator if contracted by an Other City Agency; (ii) costs of Other City Agencies that sign this ICA or an attached Consent; and (iii) costs of additional Other City Agencies that later submit Consents that Developer countersigns. Developer will have no other obligation to reimburse costs incurred by any Other City Agency unless specified in another Transaction Document or required as part of an Administrative Fee.

(c) Compiled Other City Costs Statement. The Port will collect quarterly statements from Other City Agencies for costs incurred under this ICA, including work by Port staff and consultants. The Port will prepare and deliver a single combined quarterly statement of Other City Costs to the Port. The Port will prepare one Port Quarterly Report each quarter that shows the amount of Other City Costs and Port Costs billed by each City Agency.

(d) Port Quarterly Reports.

(i) Under *FP § 9.2 (Port Accounting and Budget)*, the Port must make reasonable efforts to provide a Port Quarterly Report of Other City Costs and Port Costs to Developer within six months after the date the costs are incurred. Other City Agencies agree to make reasonably diligent efforts to include all of their Project-related costs incurred in each quarterly statement.

(ii) If an Other City Agency fails to submit or to include any of its Project-related costs incurred in a quarterly statement provided to the Port, the Other City Agency will have a grace period, which it may exercise once within any 12-month period, to add the omitted Other City Cost to a Port Quarterly Report. No City Agency will have the right to recover any Other City Cost or Port Cost that is not included in a Port Quarterly Report within 12 months after the cost was incurred if the grace period is exercised, or within 6 months otherwise.

(e) Distribution of Reimbursements.

(i) Developer will reimburse Other City Costs and Port Costs by payments to the Port in accordance with *DDA § 20.2(f) (Reimbursements)*. Under this ICA, the Port will be responsible for disbursing payments to the Other City Agencies.

(ii) The DDA requires Developer and the Port to meet and confer in good faith to attempt to resolve any payment dispute. The Port will invite the affected Other City Agency to any meeting involving a dispute over its Other City Costs.

(iii) The Port will have no obligation to pay any Other City Agency for Other City Costs that Developer withholds from payment or that the Other City

Agency did not timely submit for payment under **Subsection 3.6(d)** (Port Quarterly Reports).

3.7. No Harbor Fund or General Fund Commitment. This ICA is not intended to, and does not, create any commitment of the Port's Harbor Fund or the City's General Fund in any manner that would violate the debt limitations under article XVI, section 18 of the California Constitution or of the City Charter, including Section 3.105 (Controller responsibility for General Fund), Section 8A.105 (Municipal Transportation Fund), Section 8B.121 (SFPUC financial assets), and Section B6.406 (Port Harbor Fund).

3.8. Procedures Required Under Applicable Laws. All City actions under this ICA will be taken subject to the limitations in the DA.

4. REVIEW PROCEDURES FOR STREETScape MASTER PLAN; IMPROVEMENT PLANS; INSPECTIONS; AND ACCEPTANCE.

4.1. Expeditious Processing. City Agencies will process expeditiously and with due diligence all submissions, applications and requests by Developer for Future Approvals, including all permits, approvals, agreements, plans, and other actions that are necessary to implement the Project, including without limitation, all Phase comments and reviews and Phase Approvals, schematic design reviews, phased Final Maps, subsequent Tentative Maps, subsequent Final Maps, Plan Sets, Construction Documents, Construction Permits, construction inspections and Finally Complete determinations, releases of security, acceptances and acquisition of Horizontal Improvements.

4.2. Review Periods. ICA **Schedule 1** provides a summary of review periods applicable to review of Improvement Plans by Other City Agencies under this ICA. The time periods in ICA **Schedule 1** will prevail over any other review time periods, provided that the time periods in this Section 4 will prevail over any other time periods in Schedule 1.

4.3. Improvement Plans for Horizontal Improvements-Generally.

(a) Coordination of Plan Reviews. Consistent with Port Commission approval of Schematic Drawings for Public Spaces and Port Executive Director approval of the Streetscape Master Plan for Public ROWs (as described in the DDA), the Port and the City will share responsibility for subsequent review of final Construction Documents for Horizontal Improvements for consistency with the Project Requirements, provided that: (i) For Public Spaces, Port will coordinate reviews by each Other City Agency, as applicable, and approve Improvement Plans for Horizontal Improvements in Public Spaces; and (ii) For Public ROWs, Public Works will coordinate reviews by City Agencies and for all other Horizontal Improvements (including review and approval of Master Utility Plans). Improvement Plans for Horizontal Improvements will generally be reviewed as part of the subdivision process.

(b) Port Review. Except to the extent incorporated into the Port Building Code, the Port will not review any Improvement Plans for compliance with any state or federal laws.

4.4. Processing of Improvement Plans and Issuance of Construction Permits.

(a) Consistency with Project Approvals. The Project Approvals include an Infrastructure Plan attached hereto as Attachment A that has been reviewed and approved by Public Works, SFPUC, SFFD, Port and SFMTA. The SFPUC will review and approve the final Master Utilities Plan in accordance with Section 4.12 hereof prior to approval of Improvement Plans. Accordingly, the applicable Permitting Agency will issue Construction Permits for the applicable Horizontal Improvements if the Permitting Agency and other reviewing Other City Agencies find that the Improvement Plans are consistent with the Project Requirements, including the Infrastructure Plan, Master Utilities Plans, Tentative Map Conditions of Approval and the City's technical specifications related to engineering documents under the Subdivision Regulations, subject to any exceptions that may be authorized by the Director of Public Works under the San Francisco Subdivision Code.

(b) Exceptions and Design Modifications. Without limiting the foregoing, in connection with its review of Improvement Plans to be attached to Public Improvement Agreements, Public Works (and the Port, if required), in consultation with applicable Other City Agencies, will consider requests for exceptions and design modifications from the standards set forth under the Subdivision Regulations and will work together with Developer in good faith. In furtherance thereof, Developer shall identify in its Basis of Design Report the type of, geographic location of, and rationale for all exceptions that it intends to request. Developer shall provide Public Works and the Port the names of persons in all affected City Agencies Developer has asked to consider any such requests for exceptions. Within 90 days from the submittal of the Basis of Design Report, the Director will provide Developer with a written response on the proposed exceptions, identifying (i) exceptions that Developer may submit for approval as identified in the Basis of Design Report; (ii) modifications to proposed exceptions that Developer should make before a formal submittal of the exception request; (iii) preliminary conditions or criteria that proposed exceptions would be subject to; (iv) additional items that may require an exception not listed in the Basis of Design; and (v) exceptions that the Director is unlikely to recommend for approval. The City may request additional information as it reasonably determines necessary to make these determinations. The additional information may extend the time required to provide the written responses on the exceptions.

(c) Deferred Infrastructure. Developer has proposed to submit applications for Public Infrastructure that will include requests for Deferred Infrastructure. Developer's current concept for Deferred Infrastructure is described in Attachment C attached hereto for discussion purposes only. Certain aspects of the proposed Deferred Infrastructure concept in Attachment C would require an amendment to the current Subdivision Code and Subdivision Regulations or an exception granted by the Director of Public Works under Subdivision Code Section 1312. It is also contemplated that the Board of Supervisors and the Director of Public Works and may consider amending the Subdivision Code and the Subdivision Regulations in a manner that would address requests for Deferred Infrastructure described in Attachment C. The Port and Other City Parties will work in good faith to explore the proposed approach to Deferred Infrastructure subject to the following understanding:

(i) Nothing in this ICA obligates an Acquiring Agency to accept Deferred Infrastructure.

(ii) Developer and Port may apply for exceptions to the Subdivision Code and Subdivision Regulations, as may be amended.

(d) Plan Submittals. The DDA contemplates that the Project will be implemented in Phases. The Developer under each Phase (which may include Vertical Developers with respect to Deferred Infrastructure) will submit a set of Improvement Plans for each Component of Horizontal Improvements for review by Other City Agencies and Port (each, an “**Improvement Plan Submittal**”), as more particularly described in this Section 4.4. Each Improvement Plan Submittal shall be reviewed and approved by all applicable City Agencies and the Permitting Agency. Issuance of a Construction Permit shall be in accordance with this Section 4. The Improvement Plan Submittals shall be submitted for each Phase as one or more of the following:

(i) Demolition and Utility Relocation Plans, Mass Grading Plans, Ground Improvement Plans, and Shoreline Repair Plans (collectively, “**Site Preparation Plans**”) will be submitted as separate permit applications or may be submitted in a combined permit application, as deemed appropriate by Developer.

(ii) Horizontal Improvement Plans (collectively, the “**Horizontal Improvement Plans**”) will be submitted as follows:

- (1) Basis of Design Report, as generally described in ICA Attachment B;
- (2) First Submittal;
- (3) Second Submittal; and
- (4) Permit Set that will comprise the final Improvement Plans that will be attached to the Public Improvement Agreement.

Each submittal after the Basis of Design Report will incorporate comments and revisions required by the reviewing City Agencies. Each Horizontal Improvement Plan submittal may incorporate Demolition, Utility Relocation and Mass Grading Plans as appropriate.

(iii) Public Space Improvement Plans will be submitted as a single permit application for each park or may be combined with other parks, as appropriate (the “**Public Space Improvement Plans**”). Procedures for Port Commission review and approval of schematic design for Public Space Parcels is governed by Section 13.2(d) of the DDA.

(e) Pre-submittal Conference for Improvement Plans.

(i) Developer will request and participate in a pre-submittal conference with the Port (and the Permitting Agency, if not the Port) for the Basis of Design Report submittal at least fifteen (15) days prior to submittal. The Permitting Agency and Developer may hold a pre-submittal conference for each subsequent Horizontal Improvement Plan submittal as mutually agreed. The Permitting Agency will advise any affected Other City Agencies of, and invite them to participate in, any such pre-submittal conference.

(ii) The Permitting Agency will require Developer to provide any Other City Agencies choosing to participate with copies of materials to be discussed at any pre-submittal conference.

(f) Submittal of Improvement Plans for City Review. Prior to submittal each Improvement Plan Submittal, Developer will provide fourteen (14) days' notice to the Permitting Agency. Within three (3) business days after receipt, the Permitting Agency (or Developer, upon Permitting Agency authorization), will deliver such notice, and upon submittal of the applicable Improvement Plan Submittal, will deliver the Improvement Plan Submittal to all other applicable City Agencies. If Developer has concurrently submitted to the Port preliminary Acquisition Prices for Phase Improvements or Deferred Infrastructure in the form of AA Exh B (Preliminary Acquisition Prices) or Acquisition Price Updates under AA § 1.3 (Acquisition Prices) (as those terms are defined in the DDA), the Port will deliver copies of any price information affecting an Other Acquiring Agency's Horizontal Improvements along with the applicable Improvement Plan Submittal.

(g) Review of Improvement Plans. The Permitting Agency and each City Agency as applicable will review each Improvement Plan Submittal for consistency with the Project Requirements and Improvement plans previously approved. Each Other City Agency will provide comments to the Permitting Agency within 30 days of the Other City Agency's receipt of the Improvement Plan Submittal. Any Other City Agency that will be an Acquiring Agency for the applicable Phase Improvements or Deferred Infrastructure will also have the opportunity to state its concerns regarding the costs to operate and maintain Phase Improvements that it will acquire. Notwithstanding the foregoing, if Port and an Other City Agency disagree on their comments, then they shall work to resolve any differences in accordance with Section 4.4(h) below (Proposed Revisions). Notwithstanding the foregoing, if Developer submits the Site Preparation Plans as a combined set of two or more plan sets, the time for review will be extended by an additional 30 days.

(h) Delivery of Compiled Comments. Within three (3) business days after receipt of review comments from all Other City Agencies commenting on the applicable Improvement Plan Submittal (the "**Consolidated Response Date**"), the Permitting Agency will deliver all comments in a compiled format to Developer for response and revision as appropriate. Notwithstanding the foregoing, if the consultation process under Section 4.4(h) (Proposed Revisions) delays the Port's delivery of comments beyond the thirty-day period, then Developer may invoke Administrative Delay under the DDA as described in Section 4.4(o) below.

(i) Proposed Revisions. City Agencies may propose changes to the applicable Improvement Plan Submittal that do not conflict with Project Requirements or previously approved Improvement Plans. If the City Agencies propose changes to the applicable Improvement Plan Submittal, then upon request by Developer, the applicable City Agencies and Developer will promptly meet and confer in good faith to attempt to reach agreement on any such changes proposed for a period of not more than 30 days for the Basis of Design and First Submittal, and not more than 21 days for the Second Submittal and Permit Set, as any of the foregoing times may be extended by mutual agreement.

Coming out of this meet and confer process, Developer will incorporate revisions to the Site Preparation Plans and resubmit; incorporate revisions to Basis of Design Report into the First Submittal; incorporate revisions to the First Submittal into the Second Submittal; and incorporate revisions to the Second Submittal into the Permit Set. If Developer submits a revised Improvement Plan Submittal for any other type of Improvement Plan Submittal (*i.e.*, under Section 4.1(b)(i), (iii) and (iv)), then Port and all applicable Other City Agencies will have an additional 30 days for review after Developer resubmits the Improvement Plan Submittal with revisions.

Prior to each other resubmittal, Developer will provide at least fourteen (14) days advance notice of the resubmittal date. For each resubmitted Improvement Plan Submittal and for each subsequent Improvement Plan Submittal that incorporates revisions based on City Agency comments from the prior Improvement Plan Submittal, the Improvement Plan Submittal or the resubmittal will include: a "redline" comparison identifying all changes to the applicable Improvement Plan Submittal and a table of all comments and all responses to comments addressed in the applicable Improvement Plans Submittal or resubmittal (unless not required to be addressed, in which case the response will address the reasons for such conclusion). If the Improvement Plan Submittal or resubmittal is incomplete, inconsistent or fails to include such redlines and table, then the reviewing City Agencies will have forty five (45) days to review the applicable Improvement Plan Submittal or resubmittal.

(j) Consultation. The Permitting Agency and Other City Agencies agree to meet and attempt to resolve any differences over their respective comments within the following timeframes after delivery of comments to the Permitting Agency (City or Port) as applicable: (i) within 30 days for Basis of Design and the First Submittal of Horizontal Improvement Plans, and (ii) within 21 days for any other Improvement Plan Submittal.

(k) Review of Improvement Plans. Subject to the foregoing process and notwithstanding Government Code Section 66456.2(a), the Permitting Agency will approve, conditionally approve or disapprove the Permit Set for Horizontal Improvement Plans and each Improvement Plan Submittal under Section 4.4(c)(i), (iii) and (iv) above within 30 days after the later of the applicable Improvement Plan Submittal or submittal of revisions thereto in accordance with Section 4.4(h) (Proposed Revisions). All time periods for review and approval shall be subject to the Permit Streamlining Act (Cal. Gov't Code §§ 65920 et seq.), to the extent not inconsistent with the approval procedures set forth in this ICA, recognizing that times for approval hereunder may be shorter than those provided under the Permit Streamlining Act.

(l) SFPUC Approval of Master Utility Plans. Developer will submit Master Utility Plans to SFPUC for approval in accordance with Section 4.12 hereof.

(m) Resubmittal Upon Disapproval. If the Permitting Agency disapproves a Permit Set or any of the Improvement Plan Submittals under 4.4(c)(i), (iii) or (iv) above and Developer subsequently resubmits, the Permitting Agency, will have an additional thirty (30) days for review from receipt of the resubmittal (which period will include consultation with other City Agencies to the extent requested by the Permitting Agency).

This procedure will continue (except with respect to the Basis of Design) until the Permitting Agency approves the amended Improvement Plan Submittal.

(n) Review Standards. Unless otherwise approved by Developer in its sole discretion, neither the Permitting Agency nor any other City Agency will disapprove any Permit Set or Improvement Plan Submittal under 4.4(c)(i), (iii) or (iv) on the basis of any element that conforms to and is consistent and in compliance with the Project Requirements, the Regulatory Requirements, and the Permitting Agency's or City Agency's prior approvals; or (ii) impose new conditions that conflict with the Project Requirements, the Regulatory Requirements, or its prior approvals (provided, however, that the Parties acknowledge the City has discretion to impose conditions consistent with Regulatory Requirements). Any Permitting Agency denial, or the recommendation of denial of an approval by any other City Agency to the Permitting Agency approval shall include a statement of the reasons for such denial or recommendation of denial to the Permitting Agency. Permitting Agency will immediately notify Developer of any disapproval.

(o) Extension of Review Periods. All Improvement Plan Submittals will include detailed information, and the turnaround time for the Permitting Agency and other City Agencies', and City staff for review will depend in part on the amount of new information in and the quality of a submittal, including Developer compliance with the resubmittal requirements in Section 4.4(k) above. The Permitting Agency will, and after consultation with Developer, have the right to grant reasonable extensions of time for City Agencies to review submittals and provide comments.

(p) Failure to Provide Timely Responses. Any City Agency that fails to deliver its comments on an Improvement Plan Submittal within the comment periods under this ICA, unless extended under Subsection 4.4(m) (Extension of Review Periods), will at Developer's request take all reasonable measures necessary to ensure that the applicable Improvement Plan Submittal will be reviewed within a period of thirty (30) days from Developer's request.

(q) Excusable Delay. The Permitting Agency or any other City Agency's failure to act upon an Improvement Plan Submittal within the time frames specified in Section 4.1(i) or 4.1(j), subject to extension under **Subsection 4.1(m)** (Extension of Review Periods) shall be a basis for Administrative Delay under *DDA Article 4 (Performance Dates)*. In such case, Developer may claim Administrative Delay on a day-for-day basis from the required time for approval until the date of actual approval. For example, if the Outside Date in the Schedule of Performance for Commencement of Construction for Phase 1 is January 1, 2021 but the Port takes 60 days to approve the applicable Improvement Plan Submittal instead of the required 30 days, then the Outside Date for Commencement of Construction will be extended by an additional 30 days to January 31, 2021. In addition, delay in the time that the Permitting Agency actually delivers its comments to the Developer (whether caused by City Agency consultation or otherwise) will also be a basis for Administrative Delay under *DDA Article 4 (Performance Dates)* on a day-for-day basis until delivery of comments.

4.5. Inspections.

(a) Inspection Procedures. Before construction begins at the 28-Acre Site, each Acquiring Agency will be responsible for providing Developer with written procedures for inspection of Horizontal Improvements or Components that the Acquiring Agency will acquire. Inspection procedures must be consistent with the Project Requirements.

(b) Inspection Request. Developer may initiate an inspection to determine whether Horizontal Improvements or Components are ready for their intended use and have been completed substantially in conformity with the applicable Improvement Plans and applicable Regulatory Requirements by delivering to the respective Permitting Agency, an Inspection Request. The Chief Harbor Engineer or City Engineer, as applicable, for the applicable Permitting Agency will forward copies of the Inspection Request to any applicable Acquiring Agency within three business days after receiving the Inspection Request and promptly coordinate inspections.

(c) Inspection. Each Acquiring Agency will be responsible for conducting a requested inspection with due diligence and in a reasonable time given the scope of the inspection but not to exceed 21 days after the City Engineer or Chief Harbor Engineer, as applicable, has transmitted Developer's Inspection Request. Within five business days after conducting an inspection, each Acquiring Agency must provide notice to the Permitting Agency that the Horizontal Improvement or Component has been approved as inspected or deliver the Other Acquiring Agency's punch list of items to be corrected. The City Engineer (or Port Harbor Engineer, as applicable) will compile punch lists and deliver them to the Developer within 30 days after the City Engineer (or Chief Harbor Engineer) delivered the Inspection Request.

(d) SOP Compliance of Phase Improvements under the DDA. The DDA sets forth a process for the Chief Harbor Engineer to issue a SOP Compliance Determination when he finds that Developer has satisfied its construction obligations under the DDA, including the Schedule of Performance, for the construction of Phase Improvements or Components thereof. The Chief Harbor Engineer shall consult with Other City Agencies prior to issuing a SOP Compliance Determination, and each Other City Agency will respond within 30-days after request with any comments. After a 14-day cure period, if an Other City Agency fails to respond, the Chief Harbor Engineer, in his or her reasonable discretion, may issue the SOP Compliance Determination under the DDA.

(e) Notice to Developer. The Permitting Agency will compile any approvals and punch lists for the Horizontal Improvements and Components inspected and provide them to Developer within three business days after the Permitting Agencies receives inspection results from the Other Acquiring Agencies.

4.6. Standards and Procedures for Acceptance.

(a) Any acceptance of streets and other Infrastructure Improvements will occur according to the San Francisco Subdivision Code and San Francisco Subdivision Regulations, subject to any exceptions that may be authorized by the Director of Public Works under the San Francisco Subdivision Code. The Acquiring Agency shall accept full, complete, and functional Streets and Infrastructure as designed in conformance with

the Subdivision Regulations and utility standards, and constructed in accordance with the project plans and specifications, subject to any exceptions that may be authorized by the Director of Public Works under the San Francisco Subdivision Code.

(b) From and after the effective date of this ICA, the City Agencies will meet and confer to consider other standards and procedures for acceptance of Horizontal Improvements, including individual utility systems that are subject to the Developer's potential post-acceptance maintenance, repair, and liability until the completion of all surface and subsurface improvements in the public right-of-ways in which the individual utility system is installed, and the City's acceptance of such improvements and public right-of-ways.

(c) The City Agencies agree to work in good faith to enter into a memorandum of agreement, within one hundred twenty (120) days of the submission of a complete First Submittal referenced in Section 4.4(d)(ii) herein, that will establish a framework for acceptance, ownership, maintenance and regulation of Horizontal Improvements to land owned or to be owned by the Other City Agencies or the Port ("Acceptance and Maintenance Memorandum of Agreement"). The following principles will guide the development of the Acceptance and Maintenance Memorandum of Agreement.

(i) The acceptance procedures will provide for diligent and expeditious processing of acceptance requests.

(ii) Permitting Agencies will introduce complete acceptance packages to the Board of Supervisors with a goal of final passage within six (6) months after the date of Developer's submission of a complete request.

(iii) City or Port acceptance of Horizontal Improvements, as applicable, will include obligation of the Developer to maintain the accepted Horizontal Improvements and all facilities and components therein, excepting only portions of the full Public ROW that are ready for their intended use and purpose and are Accepted by the City or of improvements that are to be maintained in accordance with the terms of an encroachment permit, as provided in the Development Requirements.

(iv) The City Agencies are entitled to seek additional information from the Developer. The additional information may extend the time frame required to finally execute the Acceptance and Maintenance Memorandum of Agreement.

(v) The Parties agree the Acceptance and Maintenance Memorandum of Agreement may be finally executed by the directors of the applicable City Agencies, unless otherwise required by the City Charter or other City law.

4.7. Streetscape Master Plan. The DDA requires the Developer to submit its final Streetscape Master Plan application to the Port within 90-days after the Reference Date thereof. Port staff will submit the Streetscape Master Plan application to applicable City Agencies, including Public Works and SFMTA. Port, and each Other City Agency, will review the

Streetscape Master Plan for consistency with the DA Requirements. Each Other City Agency will provide any comments on the submittal to the Port within 30 days from the Other City Agency's receipt of the submittal.

4.8. Vertical Development- Consistency Review. City Agencies will, as necessary and appropriate, coordinate reviews of Improvement Plans for Horizontal Improvements with Construction Documents for Vertical Improvements (to the extent not already addressed in Improvement Plans for Deferred Infrastructure), including Back-of-Curb Infrastructure, utility laterals and associated facilities serving the Vertical Improvements and connection to Horizontal Improvements, to ensure consistency, to avoid development delays, to safeguard public safety, and to protect existing infrastructure.

4.9. Other Assistance. Public Works will provide additional engineering and construction management services for the Project if requested by the Port. Public Works agrees that the Port may establish work orders to obtain Public Works staff review of Improvement Plans on behalf of the Port under the Port Director's direction. If it does so, Public Works staff will be obligated to provide comments to the Port in time to permit timely transmittal to Developer.

4.10. Moratorium Streets. Section 2.4.21 of the Public Works Code provides that "Public Works shall not issue any permit to excavate in any moratorium street; provided, however, that the Director of Public Works, in his or her discretion, may grant a waiver for good cause." A moratorium street is defined as any block that has been reconstructed, repaved, or resurfaced in the preceding 5-year period. Public Works acknowledges that the Project will involve the construction of Public ROWs before adjacent Vertical Improvements are built, and that those Vertical Improvements may require street excavation for Deferred Infrastructure and to connect Deferred Infrastructure to previously-built Horizontal Improvements in the Public ROW. Public Works agrees that, to the extent that Public Works Code Section 2.4.21 is applicable and construction of Vertical Improvements will require excavation within adjoining City-accepted public streets within the 5-year moratorium period, the Director of Public Works will consider granting a requested waiver, subject to reasonable conditions to protect public health, safety, and welfare, appropriate restoration requirements (which may be required under future amendments to the San Francisco Municipal Code or applicable regulations), and recovery of its actual costs incurred, on a time and materials basis.

4.11. SFMTA Matters.

(a) **Prior SFMTA Review.** The Permitting Agency will not issue any Construction Permit for Horizontal Improvements that include or should include Transportation Infrastructure or Transportation-Related Mitigation Measures unless SFMTA has previously reviewed and approved applicable Improvement Plans for compliance with SFMTA requirements, consistent with the Development Requirements and in accordance with the procedures governing Improvement Plans in this Section 4, and has determined compliance with all applicable Transportation-Related Mitigation Measures consistent with the MMRP.

(b) Cooperation. The Permitting Agency and Developer, and Vertical Developers, as applicable, will work collaboratively with SFMTA to ensure that Transportation Infrastructure and Transportation-Related Mitigation Measures are discussed as early in the review process as possible and that the Port, Public Works, and SFMTA act in concert with respect to these matters.

4.12. SFPUC Matters. The following will apply to SFPUC Utility Infrastructure and Utility-Related Mitigation Measures.

(a) AWSS. Developer will submit with each Basis of Design Report its AWSS Plan for the associated Horizontal Improvements. SFPUC will diligently and timely perform modeling required to support the proposed AWSS design.

(b) Stormwater Master Plan. Developer will submit a Stormwater Master Plan (“**Stormwater Master Plan**”) with each Basis of Design Report. Before Port or any City Agency is required to review any Improvement Plan Submittal following the first Basis of Design Report, SFPUC (through its General Manager) must review the final Stormwater Master Plan submitted by Developer. SFPUC shall diligently and expeditiously review the Stormwater Master Plan (or any subsequent revisions thereto).

(c) SFPUC Approval of Master Utilities Plans. Developer must submit final Master Utility Plans prior to submitting a Basis of Design Report. Before Port or any City Agency is required to review any Improvement Plan Submittal following the first Basis of Design Report, SFPUC (through its General Manager) must review the final Master Utilities Plans submitted by Developer. SFPUC shall diligently and expeditiously review the Master Utilities Plans (or any subsequent revisions thereto).

(d) SFPUC Review of Improvement Plans. The Permitting Agency will not issue any Construction Permit for Horizontal Improvements that include SFPUC Utility Infrastructure or SFPUC Utility-Related Mitigation Measures unless SFPUC has reviewed and commented on applicable Improvement Plans for compliance with SFPUC requirements consistent with the Development Requirements, including the Infrastructure Plan and Master Utility Plans, in accordance with procedures governing Improvement Plans in Section 4 hereof.

(e) Public Power. In accordance with Chapter 99 of the San Francisco Administrative Code, the SFPUC has performed a feasibility study and has determined that it will provide electric power to the project. SFPUC will work with the Developer to provide temporary construction and permanent electric services pursuant to its Rules and Regulations for Electric Service.

(f) Cooperation. The Permitting Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with each Other City Agency to ensure that SFPUC Utility Infrastructure and SFPUC Utility-Related Mitigation Measures are discussed as early in the review process as possible and that the Port, Public Works, and the SFPUC act in concert with respect to these matters.

4.13. Role of SFFD. The following shall apply to Fire Safety Infrastructure.

(a) **Prior SFFD Review.** The Permitting Agency will not issue any Construction Permit for Horizontal Improvements that include or should include future Fire Safety Infrastructure unless the SFFD has previously reviewed and approved applicable Improvement Plans for compliance with SFFD requirements in accordance with procedures governing Improvement Plans in Section 4 hereof. Neither Public Works nor the Port shall approve any Construction Documents that include plans and specifications for Fire Safety Infrastructure without the SFFD Fire Chief's, or Chief's designee's, prior approval.

(b) **Cooperation.** The Permitting Agency, Developer, and Vertical Developers, as applicable, will work collaboratively with SFFD to ensure that Fire Safety Infrastructure is discussed as early in the review process as possible and that Public Works, the Port, and SFFD act in concert with respect to these matters.

5. PROCESS FOR REVIEW AND APPROVAL OF SUBDIVISION MAPS

5.1. Subdivision Process. The Subdivision Map Act, the Subdivision Code, and the Subdivision Regulations shall govern the Subdivision Map process. Attachment D describes Developer's proposed mapping process for the Project. Attachment D is a draft for discussion purposes only.

6. OTHER COORDINATION

6.1. Assessor's Office. Upon the request of Developer, Port and Developer shall meet and confer with the County Assessor regarding the use and retention of dedicated County Assessor staff (on a full or part-time basis) or third party consultant to facilitate the prompt annual assessment of real property in the Project Site. Upon the mutual agreement of Developer, the County Assessor and the Port regarding the cost, duration and scope of such work to be paid by Developer, the County Assessor shall implement such agreement and make such staff available for property reassessments within the Project Site.

6.2. Role of Horizontal Improvements Project Coordinator. Developer and the City may agree to utilize a third-party professional (the "Project Coordinator") to coordinate with Developer, the Other City Agencies, and the Port to fulfill efficiently, expeditiously and with due diligence their respective obligations under this ICA. The Project Coordinator's scope of work includes but is not limited to facilitation of permit applications including plan review and revisions, providing recommendations for acceptance of parks and open space, providing recommendations on the issuance of the Port's Determination of Completion in accordance with the DDA and pursuant to the Schedule of Performance, and facilitation of acquisition and reimbursement under the Acquisition Agreement. The Port shall contract with the Project Coordinator, and may include associated actual costs incurred as part of Port Costs, on the conditions listed below.

6.3. Annual Review. At least 60 days before retaining or renewing the contract of any Project Coordinator, the Port, and Developer will meet and confer about the identity, cost, duration, and scope of work of the third-party professional to ensure that contracted services are used in an efficient manner and avoid redundancies.

6.4. Contract Terms. Contracts with the Project Coordinator: (i) will, unless agreed otherwise by the Parties with Developer Consent, specify a maximum annual fee for the scope of

work, subject to modification if work on Developer submittals exceeds the anticipated scope of work; (ii) may be for any term to which the Parties agree; (iii) must provide for an annual review of contracted services; and (iv) must be terminable upon notice.

6.5. Termination. Developer, the Port, or Other City Agencies may request the termination of the Project Coordinator's contract by delivering a written statement of the basis for its request to the other Parties. Before the Port will be obligated to terminate the contract, Developer, the Port, and Other City Agencies must meet and confer on whether a revised scope of work would address the issues adequately and, if not, whether implementing procedures for securing a contract with a satisfactory replacement Project Coordinator is appropriate. If the contract is terminated, Developer and the Port will meet and confer to revise the timelines for Port and Other City Agencies' review and processing of Developer submittals under this ICA in light of available staffing.

6.6. Access to Other City Property. If necessary for the Project, each Other City Agency agrees to license temporarily any property under its jurisdiction to Developer on City standard and commercially reasonable terms. Developer access will be deemed necessary if it authorizes Developer to investigate adjacent environmental conditions, undertake environmental response programs, undertake Mitigation Measures, construct Horizontal Improvements upon, or otherwise use the property to implement the Development Requirements. Licenses will include indemnification and security provisions in keeping with the City's standard.

7. DEFAULTS AND REMEDIES.

7.1. Meet and Confer. Before a City Agency delivers a notice under **Section 7.2** (Notice of Default), the concerned City Agencies (including the Port) will provide notice of the alleged default and the steps needed to resolve it. The concerned City Agencies must attempt to resolve the dispute within ten days of the date of such initial notice.

7.2. Notice of Default. Any concerned City Agency may deliver a notice to any Other City Agency alleging a default under this ICA if not resolved within the 10-day period under **Section 7.1** (Meet and Confer). The notice of default must state with reasonable specificity the nature of the alleged ICA Default, the provision(s) under which the ICA Default is claimed to arise, and the manner in which the ICA Default may be cured.

7.3. Cure. The defaulting City Agency must cure the default within 30 days after the notice is delivered.

7.4. Consequences of Default.

(a) **No Cost Recovery.** A defaulting City Party will not be entitled to recover any of its costs from the date the notice under **Section 7.2** (Notice of Default) is delivered until the default is cured.

(b) **Developer Action.** The affected Developer Party may file an action to obtain a remedy for the default, including specific performance by the City Agency. Nothing in this Section requires an affected Developer Party to postpone instituting an injunctive proceeding if it believes in good faith that postponement will cause it irreparable harm.

(c) **ICA Remains in Effect.** The Parties acknowledge that termination is not a remedy under this ICA.

7.5. No Monetary Damages.

(a) No Interagency Damages. Except with respect to **Section 3.6** (Cost Recovery), the Parties have determined that monetary damages are inappropriate and that it would be extremely difficult and impractical to fix or determine the actual damages to a Party as a result of any default and that equitable remedies, including specific performance, but not damages are the appropriate remedies for enforcement of all other provisions of this ICA. The Parties would not have entered into this ICA if it created liability to any other Party for damages under or with respect to implementing this ICA.

(b) Covenant and Waiver. The Parties have agreed that no City Agency will be liable in damages to any other City Agency, and each City Agency covenants not to sue for or claim any damages against any other City Agency and expressly waives its right to do so: (a) for any default; or (b) arising from or connected with any dispute, controversy, or issue regarding the application, interpretation, or effect of this ICA. Developer's corresponding covenant and waiver are in Developer's Consent to this ICA.

(c) Developer's Statutory Rights. Nothing in this ICA limits a Developer Party's rights or remedies under any applicable Regulatory Requirement governing the application, review, processing, or permitting of Improvements, including the Permit Streamlining Act (Cal. Gov't Code §§ 65920 et seq.).

7.6. **Attorneys' Fees.** In event of any dispute or any legal action or other dispute resolution mechanism to enforce or interpret any provision of this ICA, each Party will bear its own attorneys' fees and costs, whether or not one Party prevails.

7.7. **Developer Breach.** If a Developer Party commits an Event of Default or is in Material Breach of its obligations under the DDA or other Transaction Document, including failure to pay Other City Costs or Port Costs (following expiration of any notice and cure periods), any City and Port obligations under this ICA with respect to the defaulting Developer Party will be suspended and will not be reinstated until the Developer Party cures the applicable Event of Default or Material Breach. But an Event of Default or a Material Breach by a Developer Party under the DDA will not relieve the City or the Port of any obligation under this ICA that arose before the Event of Default or Material Breach (except with respect to terminated portions of the DDA), or that relates to the Developer Party's obligations under the DDA or to any other Developer Party. This Section does not limit any other Port rights or remedies under the DDA, or any other City rights or remedies under the DA or applicable Regulatory Requirements.

8. GENERAL PROVISIONS.

The following apply to this ICA in addition to the provisions in the Appendix Section A.

8.1. **Notices.** Notices given under this ICA are governed by *App ¶ A.5 (Notices)*.

(a) Addresses for Notice. Addresses for notices given under this ICA are listed below and in the Consents. Developer and any City Agency may change its notice address by giving notice of the change in the manner provided above at least 10 days before the effective date of the change.

Address for City: Office of Economic and Workforce Development
City and County of San Francisco
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

Attn: Director

Telephone No.:

Facsimile No.:

Email:

With a copy to: San Francisco Public Works
City Hall Room 348
San Francisco, California 94103

Attn: Director

Telephone No.:

Facsimile No.:

Email:

Address for Port: Port of San Francisco
Pier 1
San Francisco, California 94105

Attn: Chief Harbor Engineer

Telephone No.:

Facsimile No.:

Email:

With a copy to (for matters affecting
Transportation
Infrastructure or
Transportation-related
Mitigation Measures
only): San Francisco Municipal Transportation Agency
One South Van Ness Avenue
7th Floor
San Francisco, California 94103

Attn: Director

Telephone No.:

Facsimile No.:

Email:

With a copy to (for matters affecting Utility Infrastructure or Utility-related Mitigation Measures only):

San Francisco Public Utilities Commission
525 Golden Gate Avenue
San Francisco, California 94102

Attn: Director

Telephone No.:

Facsimile No.:

Email:

With a copy to:

Office of the City Attorney
Port of San Francisco
Pier 1
San Francisco, CA 94111

Attn: Port General Counsel

Telephone No.:

Facsimile No.:

Email:

Office of the City Attorney
City Hall, Room 234
1 Carlton B. Goodlett Place
San Francisco, CA 94102

Attn: Public Works General Counsel

Telephone No.:

Facsimile No.:

Email:

(b) Courtesy Copies. Until the Port has issued a Certificate of Completion for all Horizontal Improvements for the Project, the Parties agree to provide courtesy copies to Developer on behalf of all Developer Parties of any notices that either the any City Agency gives to any other City Agency under Section 7.2 or 8.2(c) of this ICA at the same time and in the same manner as provided above, at the addresses listed below. Failure to give Developer a copy of any notice given under this Section will not affect the validity or effective date of the notice.

8.2. Amendments to ICA, Infrastructure Plan and Transportation Plan.

(a) Writing Required. This ICA may be amended only by a written instrument executed by the Other City Parties and the Port, with the consent of an authorized representative of Developer, which may not be unreasonably withheld, conditioned, or delayed.

(b) City Authority. The Mayor and the Port Director are authorized consistent with a Developer request, or if not a Developer requested amendment subject to obtaining the Developer's prior written consent, to consent to any amendment to this ICA after consultation with the directors or general managers of any affected City Agencies, subject to the following:

(c) Required Consents for ICA Changes. The Mayor and the Port Director must obtain the written consent of any City Agency that is a signatory or consenting party to this ICA to the extent that such change materially affects the applicable City Agency's obligations or property. Subject to the required consents listed below in this Subsection, the determination as to whether any proposed amendment is material will be made in accordance with Subsection 8.2(d). More specifically:

(i) DPW must give its prior written approval to any substantive ICA amendment affecting Public ROWs or the processing of Subdivision Maps.

(ii) SFMTA must give its prior written approval to any substantive ICA amendment affecting Transportation Infrastructure or Transportation-Related Mitigation Measures. For the avoidance of doubt, SFMTA must give its prior approval to any material amendments to the Infrastructure Plan that affect Transportation Infrastructure and any material amendments to the Transportation Plan.

(iii) SFPUC must give its prior written approval to any ICA amendment affecting SFPUC Utility Infrastructure or Utility-Related Mitigation Measures.

(iv) SFFD must give its prior written approval to any substantive ICA amendment affecting Fire Safety Infrastructure.

(d) Material Amendments. Any ICA change that would materially: (A) increase the risk of a negative impact on the City's General Fund, as determined on behalf of the Mayor by the Controller; (B) materially increase a City Agency's obligations, or materially lessen the primary benefits to the City, as determined by the Mayor; or (C) have a negative impact on City property, as determined by the City Engineer, will be deemed a material amendment and will require approval by the Port Commission, the Mayor and the affected Other City Agencies consenting to this ICA as to matters within their respective exclusive jurisdiction.

(e) Infrastructure Plan and Transportation Plan Amendments. Amendments to the Infrastructure Plan and Transportation Plan will be processed and approved in accordance with Sections 8.2(a), (b) and (c) above.

(f) Minor Deviations.

(i) Improvements Plans. Minor deviations in a set of Improvement Plans from the Development Requirements, including the Infrastructure Plan and Master Utility Plans may be approved by the Permitting Agency with exclusive jurisdiction over the affected plan, with the consent of any Other affected City Agency, provided the deviation will not affect the overall system, its configuration and performance, is otherwise compatible with the intent of the

Infrastructure Plan and does not otherwise qualify for treatment as a material plan amendment under Section 8.2(b)(ii).

(ii) Review Schedule. Requests for approval of minor deviations will be reviewed as part of and within the same review time frames as the applicable set of improvement plans.

8.3. Invalidity.

(a) Invalid Provision. If a final court order finds any provision of this ICA invalid or inapplicable to any Person or circumstance, then the invalid or inapplicable provision will not affect any other provision of this ICA or its application to any other Person or circumstance, and the remaining portions of this ICA will continue in full force and effect.

(b) Countervailing Law. If any applicable State or federal law prevents or precludes compliance with any material provision of this ICA, the Parties agree to modify, amend, or suspend this ICA to the extent necessary to comply with law in a manner that preserves to the greatest extent possible the intended benefits of this ICA to each of the Parties and to Developer.

(c) Right to Terminate. A Party may terminate this ICA on notice to the other Parties if this ICA as amended or suspended under Subsection 8.3(a) (Invalid Provision) or (b) (Countervailing Law) would: (i) be unreasonable or grossly inequitable under all of the circumstances or would frustrate this ICA's fundamental purposes; or (ii) deprive the City or the Port of the substantial benefits derived from this ICA or make performance unreasonably difficult or expensive. Following termination, the Parties, Developer, and Developer Parties will have no further rights or obligations under this ICA.

8.4. Successors and Assigns; Third-Party Beneficiary. This ICA is for the benefit of and binds the City's and the Port's respective successors and assigns. Developer and Developer Parties are intended third-party beneficiaries of this ICA. Except for Developer and Developer Parties, this ICA is for the exclusive benefit of the Parties and not for the benefit of any other person and may not be deemed to have conferred any rights, express or implied, upon any other person.

8.5. Further Assurances. The Port and the City each agree to take all actions and do all things, and execute, with acknowledgment or affidavit if required, any and all documents necessary or appropriate to achieve the purposes of this ICA.

8.6. Attachments. The attachments listed below are incorporated into and are a part of this ICA.

ICA Definitions Appendix

Developer's Consent

Consent of San Francisco Municipal Transportation Agency

Consent of San Francisco Public Utilities Commission

ICA Attachment A: Infrastructure Plan

- ICA Attachment B: Basis of Design (Draft – For Discussion Purposes Only)
- ICA Attachment C: Developer’s Deferred Infrastructure Concept (Draft – For Discussion Purposes Only)
- ICA Attachment D: Developer’s Proposed Pier 70 Mapping Process (Draft – For Discussion Purposes Only)

[Remainder of page intentionally left blank.]

This ICA was executed and delivered as of the last date set forth below.

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation

By: _____
Edwin M. Lee
Mayor

Date: _____

By: _____
Angela Calvillo
Clerk of the Board

Date: _____

By: _____
Ben Rosenfield
Controller

Date: _____

By: _____
Naomi Kelly
City Administrator

Date: _____

By: _____
Mohammed Nuru
Director of Public Works

Date: _____

Authorized by Board Resolution No. XXXX.

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
John Malamut
Deputy City Attorney

PORT:

CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation,
operating by and through the San Francisco
Port Commission

By: _____
Elaine Forbes
Executive Director

Date: _____

Authorized by Port Resolution No. XXXX.

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____
Joanne Sakai
Deputy City Attorney

ICA DEFINITIONS APPENDIX

“**Acquiring Agency**” means the City Agency (the Port, SFPUC, or Public Works) that will acquire Developer Improvements under the Acquisition Agreement and accept the Developer Improvements as required under law.

“**Acquisition Agreement**” means the Acquisition and Reimbursement Agreement between Developer and the Port in the form of FP Exh A that lists Developer Improvements that an Acquiring Agency will purchase from Developer, establishes the Acquisition Prices of Developer Improvements, and provides forms and procedures for Developer to request inspection of and payment for Developer Improvements.

“**Administrative Delay**” means an event of Excusable Delay caused when:

- (i) a Regulatory Agency fails to act on a Developer request or application within a reasonable time under its standard practices or as otherwise specified in the ICA, the Development Agreement, or the DDA; or
- (ii) an appeal body or court determines that a Regulatory Agency’s act or failure to act on an application was improper following a challenge by Developer or a Vertical Developer Affiliate.
- (iii) for any matter that requires the execution and delivery of a Vertical DDA or Ground Lease (*i.e.*, for the Arts Building and Historic Buildings 2 and 12 under **DDA § 7.12** (Historic Buildings 2 and 12), Developer has shown a good faith willingness to enter into the applicable agreement substantially in the forms attached to the DDA and in accordance with all other terms and conditions, but Port has delayed or failed to proceed with the execution and delivery of the applicable Vertical DDA or Ground Lease.

“Administrative Delay” excludes any delay caused by Developer’s failure to meet any Outside Date due to its failure to submit timely all required and requested information supporting a request or application.

“**Administrative Fee**” means:

- (i) a fee imposed citywide (or portwide, for Port fees) in effect and payable when a developer submits an application for any permit or approval, intended to cover only the estimated actual costs to the City or the Port of processing the application, addressing any related hearings or other actions, and inspecting work under the permit or approval; and
- (ii) amounts that Developer or a Vertical Developer must pay to the City or the Port under any Transaction Document to reimburse the City or the Port for its administrative costs in processing applications for any permits or approvals required under the Development Requirements.

“Administrative Fee” excludes any Impact Fee or Exaction.

“**Affiliate**” when used in reference to a specified person, means any other person that directly or through intermediaries controls, is controlled by, or is under common control with the specified person.

“Affordable Housing Parcel” means a Development Parcel on which 100% affordable housing might be constructed under the Affordable Housing Plan.

“AHP” is an acronym for the Affordable Housing Plan (**DDA Exh B2**).

“Applicable Laws” means, individually or collectively, any law that applies to development, use, or occupancy of or conditions at the 28-Acre Site.

“Assessor” means the Assessor-Recorder of the City and County of San Francisco.

“Basis of Design” is defined in ICA Attachment B.

“CEQA” is an acronym for the California Environmental Quality Act (Cal. Pub. Res. Code §§ 21000-21189.3).

“CEQA Findings” means findings adopted by the Planning Commission, the Port Commission, and the Board of Supervisors, and any Other City Agency under CEQA Laws in connection with the Project Approvals.

“CEQA Guidelines” means the California Guidelines for Implementation of CEQA (Cal. Admin. Code §§ 15000-15387).

“CEQA procedures” means Administrative Code chapter 31.

“Chief Harbor Engineer” means the Port’s Deputy Director, Engineering, or his designee.

“City” means the City and County of San Francisco, a political subdivision and municipal corporation of the State of California.

“City Agency” means any public body or an individual authorized to act on behalf of the City in its municipal capacity, including the Board of Supervisors or any City commission, department, bureau, division, office, or other subdivision, and officials and staff to whom authority is delegated, on matters within the City Agency’s jurisdiction.

“City Engineer” means the person designated by the Director of Public Works pursuant to the Administrative Code.

“City Party” means the Port and the City and their respective Agents, including commissioners, supervisors, and other elected and appointed officials.

“citywide” means all real property within the territorial limits of San Francisco, not including any property owned or controlled by the United States or the State that is exempt from City Laws

“Commence Construction” means the start of substantial physical construction as part of a sustained and continuous construction plan.

“Component” means a discrete portion or phase of a Horizontal Improvement that has an estimated construction cost of over \$1 million.

“Construction Permits” means:

- (i) for Horizontal Improvements, any permit that Developer must obtain from the Port or Other City Agencies before Commencement of Construction at the 28-Acre Site; and
- (ii) for Vertical Improvements, building permits or site permits and addenda.

- “Controller”** means the Controller of the City and County of San Francisco.
- “Conveyance Agreement”** or **“Conveyance Agreements”** as the case may be, means a VDDA, Ground Lease, grant deed, quitclaim deed or any implementing documents (such as recorded covenants) used to convey Development Parcels to Vertical Developers under the DDA.
- “DA”** is an acronym for the Development Agreement.
- “DA Ordinance”** means Ordinance No. XXXX adopting the Development Agreement, incorporating by reference the General Plan Consistency Findings, and authorizing the Planning Director to execute the Development Agreement on behalf of the City.
- “DDA”** or **“Disposition and Development Agreement”** is an acronym for the Disposition and Development Agreement between the Port and Developer specifying the terms and conditions for Developer’s master development of the 28-Acre Site.
- “DDA Reference Date”** means the date on which the DDA is fully executed.
- “DDA Term”** means the period beginning on the DDA Reference Date and ending when the DDA expires by its own terms or by early termination.
- “Deferred Infrastructure”** means the Horizontal Improvements included with a set of approved and permitted improvement plans, which only upon agreement and approval by the permitting entity and in compliance with all applicable laws, will be constructed, completed and/or accepted separate from the rest of such permitted Horizontal Improvements. Deferred Infrastructure may also include Phase Improvements within “Deferred Infrastructure Zones”, in accordance with Section 15.4(b) of the DDA.
- “Deferred Infrastructure” excludes utility improvements and fixtures customarily installed as part of a Vertical Improvement.*
- “Design Controls”** means the Pier 70 Design for Development approved by the Port Commission and the Planning Commission, as amended from time to time.
- “Developer”** means FC Pier 70, LLC, a Delaware limited liability, and its successors and assigns.
- “Developer Mitigation Measure”** means any Mitigation Measure in the MMRP (DDA Exh B5) that is to be performed by Developer or a Vertical Developer or that is otherwise identified as the responsibility of the “owner” or the “project sponsor.”
- “Developer Party”** means Developer and its direct and indirect partners, members, shareholders, officers, and Affiliates, individually or collectively.
- “Development Agreement”** means the agreement that the City entered into with Developer under Chapter 56 and the Development Agreement Statute between specifying the entitlement rights that the City agreed to vest in Developer for development of the 28 Acre Site by adoption of the DA Ordinance.
- “Development Parcel”** means a buildable parcel in the SUD, including each Option Parcel.
- “Director of Public Works”** means the Director of San Francisco Public Works.

- “Environmental Regulatory Agency”** means the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, the United States Department of Labor, any California Environmental Protection Agency board, department, or office, including the Department of Toxic Substances Control and the Water Board, the California Division of Occupational Safety & Health, Department of Industrial Relations, the Bay Area Air Quality Management District, the San Francisco Department of Public Health, SFFD, SFPUC, the Port, and any Other Regulator now or later authorized to regulate Hazardous Materials.
- “Event of Default”** means a Breaching Party’s failure to cure a noticed breach within the cure period specified in **DDA § 11.2** (Events of Default by Developer), **DDA § 11.3** (Events of Default by the Port), or any other Transaction Document, as applicable.
- “Existing City Laws and Standards”** means the (i) the Project Approvals; (ii) the Transaction Documents; and (iii) all other applicable City Laws in effect on the Effective Date of the Development Agreement.
- “Final Map”** means a final Subdivision Map meeting the requirements of the Subdivision Code, Subdivision Regulations (subject to such exceptions or revisions as may be approved by the Director of Public Works under the San Francisco Subdivision Code) and the Map Act.
- “Final Transfer Map”** means a Final Map approved by Public Works for purposes of financing and conveyancing only.
- “First Submittal”** is defined in **Section 4.4(c)(ii).** **“Future Approval”** means any Regulatory Approval required after the Reference Date to implement the 28-Acre Site Project or begin Site Preparation or Commence Construction of Improvements.
- “General Plan”** means goals, policies, and programs for the future physical development of the City, as adopted by the Planning Commission and approved by the Board of Supervisors, taking into consideration social, economic, and environmental factors.
- “General Plan Consistency Findings”** means findings made by the Planning Commission [listed in the Project Approvals] that the Project as a whole and in its entirety is consistent with the objectives, policies, general land uses, and programs specified in the General Plan and the planning principles in Planning Code section 101.1.
- “Ground Lease”** means a contract in the form of **DDA Exh D2** by which the Port will convey a leasehold interest in an Option Parcel to a Vertical Developer.
- “Historic Building”** means any one of the historic structures in the 28 Acre Site known as Building 2, Building 12, and Building 21, each of which is classified as a significant contributing historic resource to the Union Iron Works Historic District.
- “Historic Tax Credits”** means tax credits received under the Historic Preservation Tax Incentives Program jointly administered by the National Park Service and the State Historic Preservation Offices, codified at Tax Code section 47.
- “Horizontal Improvements”** means capital facilities and infrastructure built or installed in or to serve the 28-Acre Site, including Site Preparation, Shoreline Improvements, Public Spaces, Public ROWs, Utility Infrastructure and Deferred Infrastructure.

“Horizontal Improvements” excludes Vertical Improvements.

“**Horizontal Improvement Plans**” as defined in **Section 4.4(c)(ii)** of the ICA

“**ICA**” means this Memorandum of Understanding Regarding Interagency Cooperation.

“**Impact Fees and Exactions**” as defined in the DA.

“**Improvements**” means all physical changes required or permitted to be made to the 28-Acre Site under the DDA, including Horizontal Improvements and Vertical Improvements.

“**Improvement Plans**” means improvement and engineering plans (but not Master Utilities Plans) meeting applicable City and Port specifications for the applicable Horizontal Improvements.

“**Improvement Plan Submittal**” is defined in **Section 4.4(c)**.

“**Infrastructure Plan**” means the Infrastructure Plan attached as **DDA Exh B1**, including the Streetscape Master Plan and each Master Utility Plan when later approved by the applicable City Agency.

“**Inspection Request**” means Developer’s written request that the Chief Harbor Engineer or City Engineer, as applicable, arrange for the applicable Acquiring Agency to inspect Horizontal Improvements or Components for compliance with Project Requirements and City Laws.

“**Map Act**” means the Subdivision Map Act of California (Calif. Gov’t Code §§ 66410-66499.37).

“**Master Lease**” means a lease for most of the 28-Acre Site in the form of **DDA Exh D1** that allows Developer to take possession of the described premises and construct Horizontal Improvements on the 28-Acre Site under the DDA.

“**Master Utilities Plan(s)**” means any of the following plans for Utility-Related Infrastructure:

- (i) Low Pressure Water Master Plan;
- (ii) Non-Potable Water System Master Plan;
- (iii) Grading and Combined Sewer System Master Plan;
- (iv) Dry Utilities Joint Trench Master Plan; and
- (v) Master Electrical Infrastructure Plan.

“**Memorandum of Understanding (Assessment, Levy, and Allocation of Taxes)**” is an interagency agreement between the City, through the Assessor, the Controller, the Treasurer-Tax Collector, and the Port establishing procedures for assessing Taxable Parcels, levying Mello-Roos Taxes, allocating Mello-Roos Taxes to each CFD, allocating Tax Increment to the IFD, allocating Housing Tax Increment to the IRFD, and related matters, as authorized by Port Resolution No. XXXX, the MOU Resolution and Board of Supervisors Resolution No. XXXX under Charter section B7.340.

“**Mitigation Measure**” means any measure identified in the MMRP required to minimize or eliminate material adverse environmental impacts of the Project and any additional measures necessary to mitigate adverse environmental impacts that are identified through the CEQA process for any Future Approval.

“**MMRP**” is an acronym for the Mitigation Monitoring and Reporting Program that the Port Commission adopted by Resolution No. [add specifics].

“**Option**” means development rights granted to Developer for Option Parcels under the DDA.

“**Option Parcel**” means a Development Parcel for which Developer has an Option under DDA art. 7 (Parcel Conveyances), which Developer will exercise through a Vertical Developer Affiliate.

“**Other Acquiring Agency**” means an Acquiring Agency other than the Port.

“**Other City Agencies**” means a City Agency other than the Port.

“**Other City Costs**” means the actual and reasonable costs incurred by any Other City Agency in performing its obligations under this ICA, as determined on a time and materials basis, including any defense costs as set forth in Section [4] of the Developer's Consent attached to this ICA, but excluding work and fees covered by Administrative Fees.

“**Other Regulator**” means a federal, state, or regional body, administrative agency, commission, court, or other governmental or quasi-governmental organization with regulatory authority over Port land, including any Environmental Regulatory Agency.

“**Parties**” or “**Party**” means Developer and City, and their respective successors under this ICA.

“**Permit Set**” is defined in Section 4.4(c)(ii).

“**Permitting Agency**” means the City Agency, typically the Port for all Public Spaces and the Department of Public Works with respect to the work in the Public ROW and for other facilities, responsible for issuing permits for construction and installation of Horizontal Improvements, and for all actions to be taken thereunder, including coordination of plan reviews, approvals, construction inspections, and for determining whether improvements are complete all in accordance with this ICA.

“**person**” means any individual, corporation (including any business trust), limited liability entity, partnership, trust, joint venture, or any other entity or association, or governmental or other political subdivision or agency.

“**Phase**” means one of the integrated stages of horizontal and vertical development of the 28-Acre Site as shown in the Phasing Plan, subject to revision under **DDA art 3** (Phase Submittal Approval).

“**Phase Area**” means the Development Parcels and other land at the 28 Acre Site that are to be developed in a Phase.

“**Phase Improvements**” means Horizontal Improvements that are to be constructed in a Phase.

“Phase Improvements” excludes any Deferred Infrastructure that Vertical Developers will build.

“**Phasing Plan**” means **DDA Exh A4**, which shows the order of development of the Phases and the Development Parcels in each Phase Area, subject to revision under **DDA art. 3** (Phase Submittal Approval).

“Planning” means the San Francisco Planning Commission, acting by motion or resolution or by delegation of its authority to the Planning Department and the Planning Director.

“Planning Commission” means the San Francisco Planning Commission.

“Planning Department” means staff of the City’s Planning Department.

“Planning Director” means the City’s Director of Planning.

“Planning Code” means the Planning Code of the City and County of San Francisco, California.

“Port Commission” or **“Port”** means the San Francisco Port Commission.

“Port Costs” means costs that the Port incurs to perform its obligations to Developer and otherwise implement the DDA, including staff costs on a time and materials basis, third-party costs, and costs to administer the CFDs, Sub-Project Area G-2, and the IRFD to the extent not paid by Public Financing Sources.

“Port Costs” excludes Other City Costs, Advances of Land Proceeds, and Port Capital Advances.

“Port Director” means the Executive Director of the Port.

“portwide” means any matter relating to all real property under the jurisdiction of the Port Commission.

“Project” is more particularly described in Planning Commission Motion No. XXXXXX, Attachment A, Section I, adopted on August 24, 2017, but in general, depending on the uses proposed, will include the development of the 28-Acre Site with between 1,645 to 3,025 residential units, a maximum of 1,102,250 to 2,262,350 gross square feet ((gsf) of commercial-office use and a maximum of 494,100 to 518,700 gsf of retail-light industrial-arts use, construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical and shoreline improvements, between 2,495 and 2,550 off-street parking spaces, and nine acres of publicly-owned open space.

“Project Approval(s)” means the Regulatory Approvals shown on **DA Exh B** and all Future Approvals.

“Project Coordinator” is defined in **Section 6.2**.

“Project Requirements” means all of the following:

- (i) the Project Approvals,
- (ii) the Transaction Documents,
- (iii) all applicable Existing City Laws, and
- (iv) Future changes to City laws to the extent permitted under the Development Agreement.

“Public Improvement Agreement” means an agreement entered into between the City and the Developer for the completion of required Horizontal Improvements if not completed at the time of Final Map approval in accordance with applicable procedures of the Map Act, Subdivision Code and Subdivision Regulations (subject to such exceptions or revisions as

may be approved by the Director of Public Works under the San Francisco Subdivision Code), or such other agreement entered into between City and Developer at any time for the completion of Developer's Horizontal Improvement obligations under the DDA (such as a Street Excavation Improvement Agreement or other Port-issued construction agreement for Public Space Parcels).

"Public ROWs" means Horizontal Improvements consisting of public streets, sidewalks, shared public ways, bicycle lanes, and other paths of travel, associated landscaping and furnishings, and related amenities.

"Public Space" means Horizontal Improvements for public enjoyment, such as public parks, public recreational facilities, public access, open space, and other public amenities, some of which may be rooftop facilities.

"Public Space Parcels" means those parcels designated in the Land Use Plan for Public Space and shown as such in the Infrastructure Plan, as amended from time to time.

"Public Space Improvement Plans" means a Permit Set for Public Space Parcels approved by the Port in accordance with Section 4.4(c)(iv) hereof.

"Public Works" means the San Francisco Public Works department.

"Reference Date" is defined in the Preamble to this ICA.

"Regulatory Agency" means a City Agency or any Other Regulator.

"Regulatory Approval" means any motion, resolution, ordinance, permit, approval, license, registration, permit, utility services agreement, Final Map, or other action, agreement, or entitlement required or issued by any Regulatory Agency with jurisdiction over any portion of the 28-Acre Site, as finally approved.

"Regulatory Requirements" means an obligation imposed by law or policy on development, occupancy, and use of the 28-Acre Site, subject to the Port's authority as trustee under the Burton Act as amended by AB 418, including:

- (i) the conditions of Project Approvals and other Regulatory Approvals;
- (ii) Existing City Laws;
- (iii) Changes to Existing City Laws to the extent permitted under the DA;
- (iv) Impact Fees and Exactions applicable to the Project under the DA; and
- (v) Environmental Laws, the SUD, the Design for Development, the Waterfront Plan, and the Other City Requirements.

"Second Submittal" is defined in Section 4.4(c)(ii).

"Secretary's Standards" means the Standards for Rehabilitation of Historic Properties (for historic tax credit projects) and related Guidelines published in the Secretary of the Interior's Standards for the Treatment of Historic Properties.

"SFFD" is an acronym for the San Francisco Fire Department.

"SFMTA" is an acronym for the San Francisco Municipal Transportation Agency.

"SFPUC" is an acronym for the San Francisco Public Utilities Commission.

“**SFPUC Utility-Related Infrastructure**” means Horizontal Improvements for utilities serving the Project Site that will be under SFPUC jurisdiction when accepted.

“**Site Preparation**” means physical work to prepare and secure the 28-Acre Site for installation and construction of Horizontal Improvements, such as demolition or relocation of existing structures, excavation and removal of contaminated soils, fill, grading, soil compaction and stabilization, and construction fencing and other security measures and delivery of the Affordable Housing Parcels, as required under the AHP.

“**Site Preparation Plans**” is defined in Section 4.4(c)(i).

“**SOP Compliance Determination**” means the Chief Harbor Engineer’s approval of a Developer SOP Compliance Request in accordance with DDA § 15.7 (SOP Compliance).

“**State Lands Commission**” means the California State Lands Commission.

“**Stormwater Master Plan**” is defined in Section 4.12(c).

“**Street Excavation Improvement Agreement**” means an agreement entered into between the applicable Developer and the City including its Port, prior to the recordation of a Final Map, that allows for construction of Infrastructure.

“**Street Segments**” are as described in the Schedule of Performance attached to the DDA.

“**Subdivision Code**” means the San Francisco Subdivision Code.

“**Subdivision Regulations**” means subdivision regulations adopted by Public Works from time to time.

“**SUD**” is an acronym for the Pier 70 Special Use District created by Planning Code section 249.70 and related zoning maps setting forth zoning and other land use limitations for the 28-Acre Site.

“**Tax Allocation MOU**” is a term for the Memorandum of Understanding (Assessment, Levy, and Allocation of Taxes).

“**Transaction Document(s)**” means any of the following, individually or collectively:

- (i) the DDA, including the Financing Plan, the Appendix, and all attached exhibits, schedules, and implementing agreements and plans;
- (ii) each Vertical DDA and document by which the Port conveys a Development Parcel;
- (iii) each Assignment and Assumption Agreement governing a Transferee’s rights and obligations for the Project;
- (iv) the ICA;
- (v) the Development Agreement;
- (vi) the Master Lease; and
- (vii) any other agreement governing the Parties’ respective rights and obligations with respect to the development or operation of any portion of the 28-Acre Site.

“Transferee” means any person to which Developer Transfers its rights and corresponding obligations relating to a Phase, Horizontal Improvements, or horizontal development as permitted under **DDA art. 6** (Transfers).

“Transferee” excludes any Vertical Developer, Lender, or successor to either except to the extent of assumed horizontal development rights or obligations (not including Deferred Infrastructure) as permitted under the DDA.

“Transportation Infrastructure” means Improvements and technology necessary for transportation and public transit services on or serving the Project Site that will be under SFMTA jurisdiction, including vehicular traffic and transit signaling and signs; parking meters and other parking control devices; bicycle parking facilities; bicycle rental/sharing facilities; protected bikeways; bus boarding islands or bus bulbs; bus shelters; pedestrian traffic controls; overhead traction power cabling and supports, street lighting supports; wayside control and communication systems and devices; electrical substations, junction boxes, underground conduit and duct banks; transit stops; and street and curb striping.

“Transportation Plan” means **DDA Exh B5**, which contains strategies that Developer is required to implement to address movement in and around the 28-Acre Site.

“Transportation-Related Mitigation Measure” means any Mitigation Measure, including the TDM Plan, that SFMTA is responsible for monitoring or implementing.

“Utility Infrastructure” means systems that provide public services including, but not limited to, subsurface systems for power, stormwater, sewer, domestic water, recycled water, auxiliary water supply systems, and above ground public services including streetlight, stormwater controls, and switchgear.

“VDDA” or **“Vertical DDA”** means vertical disposition and development agreement, a document between the Port and a Vertical Developer in the form of **DDA Exh D3**.

“Vertical Developer” means a person that acquires Parcel K North or a Development Parcel from the Port under a Vertical DDA for the development of Vertical Improvements.

“Vertical Improvements” means a new building that is built or a Historic Building that is rehabilitated at the 28-Acre Site.

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DEVELOPER'S CONSENT

1. Consent and Agreement. By signing below, Developer's representative, on behalf of Developer and Developer Parties: (a) consents to the ICA, understanding that the City and the Port have entered into it for the express collective benefit of the City, the Port, Developer and Developer Parties; (b) agrees that the ICA and this Developer Consent will be binding on the Developer Parties and each Transferee and Vertical Developer and further agrees to cause each Transferee and Vertical Developer to accept the ICA and this Developer's Consent as provided in the DDA; and (c) represents that execution of this Consent is authorized and that the person signing this Consent is authorized to sign this consent on behalf of Developer.

2. Acknowledgements. Developer acknowledges the following.

(a) Developer is an intended third-party beneficiary of the ICA.

(b) On recordation, the ICA and this Developer's Consent will apply to, and burden and benefit, the City, the Port, Developer, and each Transferee and Vertical Developer whether or not this ICA or Developer's Consent is specifically referenced in any Assignment Agreement or conveyance agreement.

(c) City and Port will conduct their review in accordance with the ICA and City and Port review will be limited to compliance with the Project Requirements and be in accordance with the DA.

(d) Developer will be solely responsible for compliance with applicable state and federal laws.

(e) The ICA does not eliminate or alter the process or approval requirements under applicable provisions of state or federal law or the regulations of other Regulatory Agencies with respect to any development at the 28-Acre Site.

(f) Developer will bear all costs associated with applying for and obtaining any Regulatory Approval. Developer, at no cost to the City that is not a City Cost or a Port Cost, will be solely responsible for complying with any conditions or restrictions imposed on the construction of Improvements under a Regulatory Approval, except those imposed on construction of Vertical Improvements on the Affordable Housing Parcels. Developer will have the right to appeal or contest any condition imposed under a Regulatory Approval in any manner permitted by law, but only with the prior consent of the affected City Agency if the City is a co-applicant or co-permittee. If Developer can demonstrate to the City's reasonable satisfaction that an appeal would not affect the City's responsibility or liability for any conditions that are or could be the responsibility of any City Agency, the City will not unreasonably withhold or delay its consent. In all other cases, an affected City Agency will have the right to give or withhold its consent in its sole discretion. Developer must pay or otherwise discharge any fines, penalties, or corrective actions imposed as a result of Developer's failure to comply with any Regulatory Approval.

Developer Consent-1

(g) The Port Director may require Developer to provide the Port Commission, the Planning Commission, the Board of Supervisors, and any other Regulatory Agency with periodic updates on the Project.

(h) Developer acknowledges that for City Agencies to meet the time periods under the ICA, for review of Construction Documents, inspections, for making completion determinations, for acceptance of Horizontal Improvements (and portions or components thereof), for release of security, in accordance with the ICA, Developer will, as described in the ICA, (i) provide advance notices of Improvement Plan submittals (including advance notice of any requests for exceptions or deviations from Subdivision Regulations, Infrastructure Plans or any other Development Requirements) and advance notice of requests for inspections; (ii) provide with each Improvement Plan resubmittal a redline showing portions of the Improvement Plans that have been revised, and a chart identifying each comment, the response to that comment, and where it is shown on the Plans; (iii) ensure that each Improvement Plan Submittal is complete and internally consistent; (iv) provide a complete package of project completion and/or acceptance requirements; and (v) participate in regularly (at least quarterly) status and coordination meetings with the Permitting Agency (and other affected City Agencies, as applicable).

3. No Authority to Bind City. Developer understands that it must not agree to conditions or restrictions to any Regulatory Approval from a Regulatory Agency that could create: (a) any obligations on the part of any City Agency that is required to be a co-applicant or co-permittee, unless the obligation is specifically the City's responsibility under this ICA, the Transaction Documents, or the Regulatory Requirements; or (b) any restrictions on City property, unless in each instance the affected City Agency in its reasonable discretion has previously approved the conditions or restrictions in accordance with this Section.

4. Reimbursement of Other City Costs. In consideration of Developer's benefits under the ICA, Developer agrees to reimburse Other City Costs incurred for each consenting City Agency's performance under the ICA under and subject to *DDA § 19 (Project Administration)*, *DA § 4.4 (Payment of Other City Costs)*, and **ICA Section 3.6 (Cost Recovery)**.

5. Indemnity. Developer acknowledges that Developer has an obligation to indemnify the City, the Port, and Other City Agencies as Indemnified Parties under *DDA art. 9 (28-Acre Site Property Condition and Indemnities)* and the City under *DA § 4.5 (Indemnification of City)*.

6. Limitations on Liability.

(a) Generally. Developer, on behalf of itself and the other Developer Parties, understands and agrees that no commissioners, members, officers, agents, or employees of the City, the Port, or any Other City Agency (or any of their successors or assigns) will be personally liable to the other or to any other person, nor will any officers, directors, shareholders, agents, partners, members, or employees of any Developer Party (or of its successors or assigns) be personally liable to the City, the Port, or any Other City Agency, or any other person in the event of any default or breach of the ICA by the City, the Port, or any Other City Agency or of this Developer's Consent or for any amount that may become due or any obligations under the ICA or this Developer's Consent.

Developer Consent-2

(b) No Release of Existing Liability. This provision will not release obligations of a person that is otherwise liable, such as the general partner of a partnership that is liable for the obligation or the guarantor of an obligation.

(c) No Municipal Liability for Damages. Neither the Port nor any Other City Agency will be liable to any Developer Party for damages under the ICA for any reason. Developer covenants not to sue for or claim any damages against any City Agency and expressly waives its right to do so.

DEVELOPER:

FC PIER 70, LLC, A DELAWARE LIMITED LIABILITY COMPANY

By: _____
Kevin Ratner,
Vice President

Date: _____

Addresses for courtesy copies of notices:

FC Pier 70, LLC,
949 Hope Street, Suite 200
Los Angeles, California 90015
Attention: Mr. Kevin Ratner
Facsimile: (213) 488-0039
Email: kevinratner@forestcity.net

With a copy to: Forest City Enterprises, Inc.
50 Public Square
1360 Terminal Tower
Cleveland, Ohio 44113
Attention: Amanda Seewald, Esq.

And to: Gibson Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, CA 94105
Attn: Neil H. Sekhri, Esq.

Developer Consent-3

Developer Consent-4

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Developer Consent-5

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**CONSENT OF
SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY**

1. Execution. By executing this Consent, the persons named below confirm the following.

(a) The SFMTA Board of Directors consented to the matters listed below after considering at a duly noticed public hearing the Infrastructure Plan and the CEQA Findings, including the Statement of Overriding Considerations and the Mitigation Monitoring and Reporting Program, for the Project.

(b) SFMTA does not intend to limit, waive, or delegate in any way its exclusive authority under Article VIIIA of the Charter.

2. Matters Covered. SFMTA agrees to the following.

(a) The Project Approvals, including the Infrastructure Plan, the Design for Development, the Transportation Plan and the MMRP will govern matters under SFMTA jurisdiction, including Transportation Infrastructure and Transportation-Related Mitigation Measures. SFMTA staff will:

(i) participate in pre-submittal conferences and meet-and-confer meetings to facilitate the Project;

(ii) review and comment on Improvement Plans relating to matters under its exclusive authority under the Charter and provide comments in accordance with the ICA;

(iii) inspect Transportation Infrastructure within 21 days after receiving a copy of an Inspection Notice from the Director of Public Works and to provide its approval and acceptance or a punch list of items to be corrected within five days after performing its inspection in accordance with the ICA.

(b) SFMTA will review and approve the Transportation-Related Infrastructure described in the Infrastructure Plan (*e.g.*, traffic control devices (primarily signs, traffic signals, striping in the Public ROW), bike racks, transit bulbs and shelters, and meters in City-accepted Public ROWs, subject to Developer satisfying SFMTA requirements and the Transportation-Related Mitigation Measures for safety, design, construction, testing, performance, training, documentation, warranties, and guarantees that are consistent with the applicable Regulatory Requirements.

(c) SFMTA's approvals will be consistent with the DDA, the Infrastructure Plan, the Design for Development, the Master Utilities Plan for streets, the Transportation Plan, Regulatory Requirements, and its prior approvals. SFMTA will not withhold its consent unreasonably to proposed changes for Transportation Infrastructure, including the Infrastructure Plan, the Design for Development, the Master Utilities Plan for streets or the Transportation Plan if the changes meet the requirements of this Consent.

(d) SFMTA will procure, accept, operate, and maintain transit systems described in the Infrastructure Plan and the Transportation-Related Mitigation Measures subject to identification of resources, appropriation of funds, and other fiscal and

operational considerations, including the level of Municipal Railway service provided citywide.

(e) SFMTA will satisfy the construction requirements that are assigned to SFMTA in the Infrastructure Plan and Transportation-Related Mitigation Measures, as applicable, subject to identification of resources, appropriation of funds, and other fiscal and operational considerations, including the level of MUNI service provided citywide.

(f) SFMTA will cooperate with Developer in phasing any required SFMTA construction to the extent practicable given fiscal and operational considerations.

(g) SFMTA will license temporarily any property under its jurisdiction to Developer on commercially reasonable terms, including indemnification and security provisions in keeping with the City's standards. Developer access will be deemed necessary if it authorizes Developer to investigate adjacent environmental conditions, undertake environmental response programs, undertake Mitigation Measures, construct Horizontal Improvements upon, or otherwise use the property to implement Regulatory Requirements.

3. Cost Recovery. SFMTA acknowledges that Developer has agreed to reimburse Other City Costs, including SFMTA's costs, to implement the matters described above, including reimbursement for review of Improvement Plans, on the following conditions.

(a) SFMTA must deliver to the Port a quarterly statement of SFMTA costs in time to allow the Port to prepare a combined quarterly statement of Other City Costs within six months after the date the costs are incurred.

(b) SFMTA will have no right to recover any SFMTA cost that is not included in a quarterly statement within 12 months after it was incurred.

(c) Developer will make aggregate reimbursement payments directly to the Port, which will be responsible for disbursing the funds to SFMTA without incurring liability for paying SFMTA amounts owing that Developer withholds.

4. Notice Address. SFMTA's address for notices given under the ICA is:

San Francisco Municipal Transportation Agency
One South Van Ness Avenue
7th Floor
San Francisco, California 94103

Attn: Director

Telephone No.:

Facsimile No.:

Email:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
San Francisco Municipal Transportation Agency

SFMTA Consent-2

By: _____

Ed Reiskin
Executive Director

Date: _____

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: _____

Susan Cleveland-Knowles
Deputy City Attorney

San Francisco Municipal Transportation Agency
Board of Directors Resolution No. XXXX

Adopted: _____

Attest:

Secretary, SFMTA Board of Directors

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**CONSENT OF
SAN FRANCISCO PUBLIC UTILITIES COMMISSION**

1. Execution. By executing this Consent, the person named below confirms that SFPUC has reviewed the ICA, and after considering the Infrastructure Plan, Development Agreement and Utility-Related Mitigation Measures at a duly noticed public hearing, took the following actions.

(a) SFPUC authorized its General Manager to enter into the ICA and consent to the ICA and Infrastructure Plan as they relate to matters under SFPUC jurisdiction, for SFPUC Utility Infrastructure and Utility-Related Mitigation Measures.

(b) In accordance with Chapter 99 of the San Francisco Administrative Code, the SFPUC has performed a feasibility study and has determined that it will provide electric power to the project. The SFPUC agrees that electrical service will be reasonably available for the Project's needs and that the projected price for electrical service is comparable to rates in San Francisco for comparable service. The SFPUC agrees to work with the Developer to provide temporary construction and permanent electric services pursuant to its Rules and Regulations for Electric Service.

(c) SFPUC agreed to accept, operate, and maintain SFPUC Utility Infrastructure, subject to appropriation and to Developer satisfying SFPUC requirements for construction, warranties and guarantees, operations and maintenance manuals, testing, and training, consistent with approved improvement plans. The SFPUC's responsibilities for the permitting, acceptance, operations and maintenance of utility related components constructed pursuant to this agreement are contingent on execution of a memorandum of understanding between the Port, SFPUC and other relevant City agencies regarding the implementation of such responsibilities.

(d) SFPUC delegated to the SFPUC General Manager or his designee any future SFPUC approvals under the ICA, subject to applicable Regulatory Requirements including the Charter.

2. No Waiver. By authorizing this SFPUC Consent, the SFPUC does not intend to in any way limit SFPUC's exclusive authority under Article VIII B of the Charter.

3. Cost Recovery. The SFPUC acknowledges that Developer has agreed to reimburse Other City Costs, including the SFPUC's costs, to implement the matters described above, on the following conditions.

(a) The SFPUC shall provide the Director of Public Works with a quarterly statement of the SFPUC's costs in time to allow Public Works to provide Developer with a combined quarterly statement of Other City Costs within six (6) months after the date the costs are incurred.

(b) The SFPUC will have no right to recover any SFPUC cost that is not included in a quarterly statement within twelve 12 months after it was incurred.

(c) Developer will make aggregate reimbursement payments directly to the Port, which will be responsible for disbursing the funds to the SFPUC without incurring liability for paying SFPUC amounts owing that Developer withholds.

4. Notice Address. SFPUC's address for notices given under the ICA is: [insert address].

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
San Francisco Public Utility Commission

By: _____
Harlan Kelly
General Manager

Date: _____

Authorized by SFPUC Resolution No. XXXX

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

By: _____
Francesca Gessner
SFPUC General Counsel

**CONSENT OF
SAN FRANCISCO FIRE DEPARTMENT**

1. Matters Covered. By executing this Consent, the persons named below confirm that, after considering the Infrastructure Plan, they have consented on behalf of SFFD to the following.

(a) The ICA will govern procedures relating to matters under SFFD jurisdiction, including the Fire Safety Infrastructure.

(b) SFFD agrees that its approvals for the Project will be consistent with the Development Requirements, including the Infrastructure Plan and Subdivision Regulations, and its prior approvals. SFFD agrees not to withhold its consent unreasonably to proposed changes to the ICA, or the Infrastructure Plan in relation to Fire Safety Infrastructure if the changes meet the requirements of this Consent.

(c) SFFD staff will be responsible for any future SFFD approvals under this ICA, subject to applicable law including the City Charter. SFFD staff will review and comment on Improvement Plans relating to matters under its exclusive authority under the Charter and participate in pre-filing conferences, pre-Submittal conference, and meet-and-confer meetings to facilitate the Project in accordance with the time-frames and procedures in this ICA.

(d) SFFD agrees to inspect Fire Safety Infrastructure within 21 days after receiving a copy of an Inspection Notice from the Director of Public Works and to notify the Director of Public Works in writing (which may be by email or interdepartmental mail) of SFFD's approval or provide a punch list of items to be corrected within five days after performing the inspection.

2. No Limitation. By authorizing this SFFD Consent, the SFFD Fire Chief and Fire Marshal do not intend to limit in any way SFFD's authority under Sections 4.108 and 4.128 of the City Charter.

3. Cost Recovery. SFFD acknowledges that Developer has agreed to reimburse Other City Costs, including the SFFD's costs, to implement the matters described above, on the following conditions.

(a) SFFD must provide the Port with a quarterly statement of SFFD's costs at the Port's address for Notices set forth in Section in time to allow with the Port to prepare a combined quarterly statement of Other City Costs within six months after the date the costs are incurred.

(b) SFFD will have no right to recover any SFFD cost that is not included in a quarterly statement within 12 months after it was incurred.

(c) Developer will make aggregate reimbursement payments directly to the Port, which will be responsible for disbursing the funds to SFFD without incurring liability for paying SFFD amounts owing that Developer withholds.

4. Notice Address. SFFD's address for notices given under the ICA is: [insert address].

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation, acting by and through the
San Francisco Fire Chief and Fire Marshal

By: _____
Joanne Hayes-White
Fire Chief

Date: _____

By: _____
Fire Marshal

APPROVED AS TO FORM:
DENNIS J. HERRERA
City Attorney

By: _____
Deputy City Attorney

ICA ATTACHMENT B: BASIS OF DESIGN REQUIREMENTS

(DRAFT – FOR DISCUSSION PURPOSES ONLY)

Basis of Design Report for Infrastructure, including all off-site infrastructure to be developed in current Phase, shall be submitted with the following:

- Project Narrative
 - Summary of Applicable Standards
 - List of Requested Exceptions of Design Modifications
- Tentative Map Application
- Geotechnical Report, including:
 - Soil report
 - Groundwater level
 - Analysis of soil corrosivity
 - Data from site borings
- General Site Grading Study with preliminary street grades
 - Topographic Map of the proposed subdivision and adjacent lands showing the existing conditions
 - Detailed field surveys to the extent detailed field surveyed topographic maps are required
 - Proposed Grading Plan
 - Location, height and type of proposed structural retaining walls
- Updates to Master Utility Plans/Calculations (as needed)
 - Low Pressure Water and Fire Flow Report
 - Recycled Water Report (as applicable)
 - AWSS Report (as applicable by SFPUC)
 - Hydrology and Hydraulics Report
 - Combined Sewer Analysis
- Conceptual Utility Layout (Horizontal plane)
 - Horizontal layout of drainage and combined sewer facilities, including alignment, manhole covers, and other underground structures together with distance between them and direction of flow
 - Horizontal layout of pressurized utilities (LPW, RW, AWSS)
 - Dry utilities and private utilities
 - Layout of the street lighting
 - Facilities for the fire alarm and police communication system (DTIS)

- Horizontal layout of fire hydrants (to be coordinated with SFFD)
- Utility Cross Sections, showing clearances to curbs and each other
- Location and size of all required easements and rights-of-way needed to serve the above utilities
- Street Layout Plan
 - Identify public and private streets
 - Proposed street sections with dimensions
 - Vertical curve criteria and sight distance studies
 - Turning templates for fire, bus and design vehicles
 - Identify any vacation of public street or other conveyance of public property or rights-of-way which is proposed and the public entity is involved
- Traffic Operation and Circulation Plan with lane configurations
 - Transit routes and bus/shuttle stop locations/layouts
 - Bike lane cross sections
 - Parking and loading plan, including accessible parking and loading
- Stormwater Master Plan with layout, description and calculations
- Conceptual Phasing Study
- Facilities Acceptance and Maintenance Exhibits

Other items to consider including:

- Tentative schedule for the start and completion of phase improvements
- Identify any approval of any special use, any coastal zone or Bay Conservation and Development Commission permission, any certificate of appropriateness under Article 10 of the City Planning Code or any other permit, license or approval, other than a building, site, demolition or other permit under the Building Code, which is prerequisite to carrying out the subdivision or its proposed design or improvements
- Note any party responsible for ownership and maintenance of the actual infrastructure if that party differs from the proposed acquiring agency
- Proposed connection between existing (including previous Phases) and proposed utilities.
 - Note any infrastructure improvements necessary to make the utility facilities operable, whether on-site or off-site, to be constructed together, and required under "adjacency" principles of the Plan
- Mitigation measures adopted as part of CEQA approvals
- Elements of Deferred Infrastructure that will be identified as "Not-in-Permit"

ICA ATTACHMENT C:

DEVELOPER'S PROPOSED DEFERRED INFRASTRUCTURE CONCEPT

(DRAFT – FOR DISCUSSION PURPOSES ONLY)

This example describes how the Developer proposes to implement Deferred Infrastructure, subject to Developer's attainment of all required City approvals. The City has not reviewed or approved this proposal. Developer is obligated to construct all of the Horizontal Improvements for the 28-Acre Site that are described in the Infrastructure Plan, as amended by the Streetscape Master Plan when approved, but may assign responsibility for Deferred Infrastructure to Vertical Developers consisting of a limited amount of work adjacent to and/or serving their building development. Vertical Developer will perform under a contract with Developer and will be obligated to meet performance timelines tied to the occupancy of its buildings, but in no case later than the outside date of the DDA Schedule of Performance for the work. Certain types of Deferred Infrastructure, such as deferred laterals, may require an exception to the Subdivision Regulations to be granted by the Director of Public Works in accordance with the Subdivision Code, subject to City approval and possible conditions.

Developer will remain responsible for the construction and completion of the applicable Deferred Infrastructure until such time as the applicable Permitting Agency has approved the rights and obligations of Vertical Developer to construct and complete the Deferred Infrastructure separately from the rest of the associated Horizontal Improvements.

Developer shall remain the responsible party seeking reimbursement for Deferred Infrastructure as provided for in the Acquisition Agreement. Developer shall also remain the responsible party seeking formal acceptance of Deferred Infrastructure by the Board of Supervisors, except for Deferred Infrastructure located in Public Spaces.

Limitation of the scope of Deferred Infrastructure

Port allows for a limited amount of Deferred Infrastructure within Deferred Infrastructure Zones, per DDA Section 15, consisting of the following:

- (i) the area between back-of-curb and the adjacent Development Parcel boundary (or if none, the adjacent Public Spaces);
- (ii) bands up to 40 feet of Public Spaces and Mid-Block Passages adjacent to Development Parcels, and the entire portion of Market Square (OS-2) that will be built in the air parcel above Parcel D; and
- (iii) the area adjacent to Development Parcels for the installation of service infrastructure, including laterals, traps, air vents, clean-outs, meter boxes, irrigation facilities and associated pedestals, pull boxes, and secondary conduits.

Identification of Deferred Infrastructure within an application

Developer will identify elements of Deferred Infrastructure with the Basis of Design Report submitted for each Phase. With respect to the Deferred Infrastructure proposed in the Basis of Design Report, the City Agencies having regulatory jurisdiction will evaluate the proposed scope of work, limits of work (the “Deferred Infrastructure Zone” or “Zone”), and required time constraints. City Agencies, through the permitting agency, will conditionally approve with reasonable conditions, or disapprove the proposed Deferred Infrastructure. Any disapproval must be accompanied with a letter describing the reason for disapproval.

Design of Deferred Infrastructure

Improvement Plans will propose a code compliant, Streetscape Master Plan-consistent design. Design of Deferred Infrastructure that is conditionally approved in the Basis of Design Report application will continue to be developed in successive submittals of the Improvement Plans per the ICA. The limits of work for Deferred Infrastructure will be shown as “Not-in-Permit” in the Improvement Plans. The assigned Vertical Developer will then be obligated to obtain a permit for Deferred Infrastructure within the Zone. Vertical Developers may make adjustments to driveways, trees, service laterals, or other Deferred Infrastructure with the consent of Developer and subject to City approval prior to permitting.

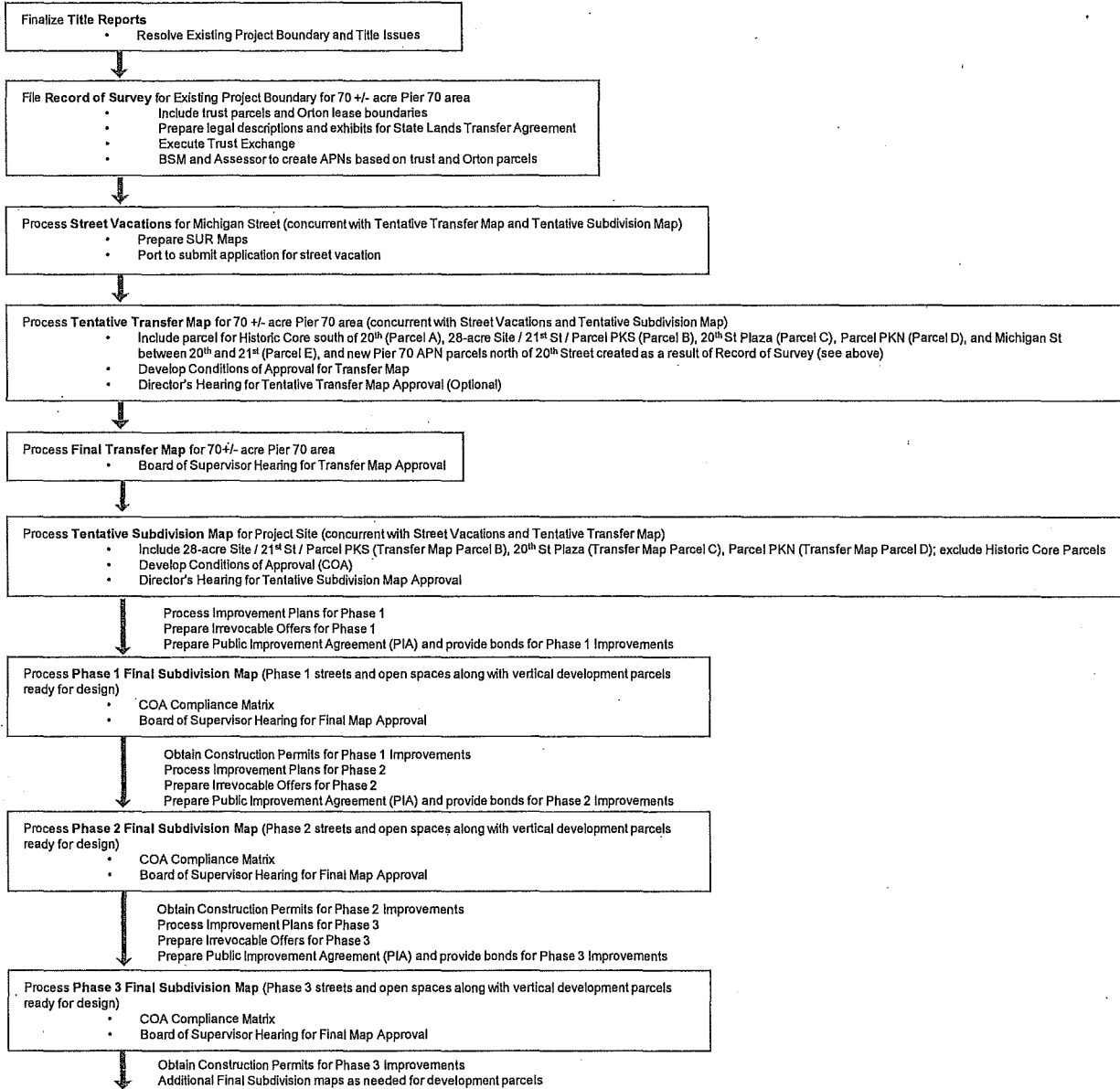
Permitting of Deferred Infrastructure

There will be two permit reviews for Deferred Infrastructure – one in the Improvement Plans shown as Not-in-Permit, and the second in the Vertical building application. Vertical building applications will be referred to City Agencies having jurisdiction over the work and include the requirement for a street improvement permit if the work involves “back of curb” or “service” infrastructure. For efficiency, the same reviewers of the improvement plans should also review these building permit applications. Permit applications for third party utility services such as from PG&E gas, and the telecom companies will need to be included in Vertical building applications.

Construction of Deferred Infrastructure

Since the Deferred Infrastructure will be permitted by Vertical Developer, the construction will be sequenced much like an in-fill project, with the Deferred Infrastructure being built in the last quarter of those projects. Developer and Vertical Developer will execute a Vertical Coordination Agreement that includes provisions for Developer review and consent process for final Deferred Infrastructure plans, schedule of performance, Vertical Developer access to the Zone, and requirements for protections of improvements that have been previously installed by Developer, but not yet accepted. Final Inspection of Horizontal Improvements including Deferred Infrastructure will be performed by City in accordance with the formal acceptance process.

**"ICA Attachment D: Developer's Proposed Pier 70 Mapping Process
(Draft – For Discussion Purposes Only)"**





To: Supervisor Cohen, Chair, Budget and Finance Committee
Supervisor Norman Yee, Budget and Finance Committee
Supervisor Katy Tang, Budget and Finance Committee

From: Brad Benson, Port Director of Special Projects
Christine Maher, Port Development Project Manager
Sarah Dennis Phillips, Office of Economic & Workforce Development

Date: October 19, 2017

Re: Substitute Supporting Documents for Board Files 170986 and 170988 (Pier 70 Project)

Please find attached substitute supporting documents for Board File 170986 (Disposition and Development Agreement) and Board File 170988 (Interagency Cooperation Agreement). Key changes to each attachment in the packets are summarized in the tables beginning on Page 2 of this memorandum. Any supporting documents not referenced on this memo remain unchanged from the original Board packet.

**KEY CHANGES TO BOARD FILE 170986
(DISPOSITION AND DEVELOPMENT AGREEMENT)**

DOCUMENT/ SECTION	SUMMARY OF CHANGES
<i>Disposition and Development Agreement</i>	
1.1(d)(ii), Parcels C1C and C2B	Parcels C1C and C2B are Option Parcels; Port retains the right to determine whether they are developed for commercial or residential
3.2(c)(ii), Public Presentation	Developer must present each Phase Submittal to the Central Waterfront Advisory Group in a public presentation at least 30 days before submitting it to the Port. If a CWAG presentation cannot be scheduled 30 days or more before the date Developer intends to submit the Phase Submittal for Port review, Developer may present at the next scheduled CWAG meeting or to host an informational presentation, providing a minimum of two weeks' notice by publication, posting, mailing or other means reasonably aimed at providing stakeholders with an opportunity to attend the presentation.
4.5(e) Effect of Down Market Delay	The Port may request a meet and confer process to decide whether a Down Market Delay would also toll the Port's obligations that are time-sensitive; provided, that the DDA includes a list of Port obligations that cannot be tolled, including its obligations under the Financing Plan, processing of applications in Phases unrelated to the Down Market Delay, acceptance of approvals and other matters identified in 4.5(e)(ii).
7.4, Price for Option Parcels	New language clarifies the basis for determining the price for purchase/lease of each Option Parcel with reference to the Appraisal Instructions. "The price the Option Parcel (by deed or Parcel Lease) will be (i) the Fee Value for fee transfers, (ii) the Fee Value or Prepaid Lease Value for fully Pre-Paid Leases, or (iii) the annual ground rent determined with regard to the Fee Value or Prepaid Lease Value, as any of those values are determined by the Final Appraisal in accordance with the Appraisal Instructions; however, if the Final Appraisal is equal to or less than the applicable Down Market Threshold, then the procedures of Subsection 7.4(d) (Effect of Down Market Delay)."
7.9, Parcel K North	Adjustments made to reflect the timing of the City's approval of the sale of Parcel K North, to occur after the initial Project approvals.
7.11/7.14, Historic Tax Credits Part 1 and 2	Language added to allow the Port Director to waive the requirements for submittal of a Part 1 and Part 2 for the Historic Tax Credit application if she reasonably determines based on discussions with the National Park Service that the buildings would not qualify for tax credits.
9.4, Environmental Indemnity	Developer will indemnify the Port, City and State Lands for hazardous materials conditions to the same extent as provided under the Master Lease.
15, Horizontal Improvements Generally	Developer is permitted to assign its obligations for Deferred Infrastructure in all Phases, subject to Other City Agency review, inspection, and acceptance of the Deferred Infrastructure under the ICA and the Subdivision Code. However, Developer retains primary responsibility for seeking and obtaining:

	<p>(i) reimbursement for Deferred Infrastructure costs under the Acquisition Agreement; and (ii) acceptance of Deferred Infrastructure by the Board of Supervisors or the Port, as applicable.</p> <p>Developer must complete the following work to prepare Development Parcels for conveyance to Vertical Developers:</p> <ul style="list-style-type: none"> • Record a Final Map (which may be a Final Transfer Map). • Development Parcels may be left in an as-is condition until conveyed. For Development Parcels that will include a basement level, Developer may excavate the basement to generate fill for use elsewhere on-site, subject to any required Water Board approval. For other Development Parcels, Developer may elect at its sole option to grade the building pad to target subgrade elevation with soil compacted under the applicable grading permit and the geotechnical recommendations for the site as certified by Developer's geotechnical engineer. • Developer must perform all necessary site preparation and must retain the obligation to construct all necessary infrastructure to serve the Development Parcel per the Schedule of Performance, other than except for any Deferred Infrastructure that a Vertical Developer assumes under the Vertical DDA. <p>Developer must meet the following conditions to commence construction of Phase Improvements other than site preparation:</p> <ul style="list-style-type: none"> • Developer must obtain: (i) approval of the Streetscape Master Plan, the applicable Phase Approval, approval of Schematic Design for any Park Parcel, as applicable, and all other required Regulatory Approvals, including Construction Permits. • Developer must have obtained Public Works' conditional approval of the Tentative Map for the Phase Area, entered into a Public Improvement Agreement with the City, provided all bonds required under the Subdivision Code, and received Public Works' authorization to begin construction.
15.6, Deferred Infrastructure	<p>To the extent known, Developer must identify "Deferred Infrastructure Zones" associated with the applicable Phase Improvements in each Phase Submittal and with each Basis of Design Report. The Deferred Infrastructure Zones are areas that are adjacent or related to Development Parcels and would be anticipated to be constructed in conjunction with the vertical improvements. Deferred Infrastructure remains subject to approval by relevant City Agencies as provided in the ICA.</p>
15.7, SOP Compliance	<p>This Section sets forth the process for determining when Developer has adequately constructed and completed Phase Improvements for purposes of the Schedule of Performance:</p> <ul style="list-style-type: none"> • When Developer believes that it has completed a component of infrastructure or a public park, it may submit to the Chief Harbor Engineer a request for a "Determination of SOP Compliance", accompanied by various documents to establish satisfactory completion. Unless the SOP Compliance Request relates to Deferred Infrastructure or all Phase

	<p>improvements in a Phase, the Chief Harbor Engineer will make an SOP Compliance Determination without regard to Deferred Infrastructure.</p> <ul style="list-style-type: none"> • The Chief Harbor Engineer will grant an SOP Compliance Request by issuing an SOP Compliance Determination that will be recorded, to conclusively establish Developer's compliance with the Schedule of Performance. Failure of the Chief Harbor Engineer within the required times, subject to further notice and cure, will be deemed approval for purposes of the Schedule of Performance. • Recordation of the SOP Compliance Request will relieve any person with an interest in the property from any obligation or liability with respect to its failure to comply with the Schedule of Performance obligations to which the recorded document applies
15.8, Port Acceptance of Park Parcels and Phase Improvements	<p>Public parks constructed by Developer will be accepted by the Port. Other Phase Improvements, such as certain streets and utilities, may be accepted by the Port upon agreement with other City agencies.</p> <p>The DDA sets forth a process whereby the Chief Harbor Engineer will request Port Commission approval of the applicable park or phase improvement after it issues the SOP Compliance Determination.</p> <p>The Port Commission will act on acceptance of the applicable park or phase improvement, and will delegate to the Chief Harbor Engineer the authority to accept Deferred Infrastructure related to the park or phase improvement.</p> <p>Upon the Port Commission's acceptance, the applicable park or other phase improvement will be released from the Master Lease and will become an accepted Port-owned public park.</p>
Appendix to Transaction Documents	
Updated to reflect changes to the DDA and Financing Plan.	
DDA Exhibit B2, Schedule of Performance	
Replaced concept of "Final Completion" with "Determination of SOP Compliance" for consistency with Section 15.7 of the DDA.	
DDA Exhibit B4, Workforce Development Plan	
Workforce Development Plan	Revised language pertaining to the First Source Hiring Program for Construction Work, to clarify that Horizontal Developer and Vertical Developers must enter into a Memorandum of Understanding with the City's First Source Hiring Administration.
Attachment A-3, First Source Hiring for Construction	Removed duplicate pages
DDA Exhibit B5, Transportation Program	
Clarifies expectations for implementation of transit improvements and the project shuttle, per recent discussions with the Potrero Boosters.	

DDA Exhibit B10, Form of Master Lease

Basic Lease Information	Tenant will deliver a Bond in an amount equal to 5% of the Phase Improvements as additional security for the maintenance and repair of any Phase Improvements.
4.5, Liquidated Damages for Repeat Prohibited Uses	If Tenant engages in the same type of Prohibited Use more than twice in a 24 month period, Tenant will incur a \$25,000 liquidated damages penalty (subject to escalation over time) for each subsequent similar Prohibited Use.
19.2, Hazardous Materials Indemnification; 19.4, Exclusions	<p>Among other hazardous materials indemnification obligations, Tenant will indemnify Port for Tenant's failure, or the failure of its Subtenants and Agents, to comply with the Pier 70 Risk Management Plan within the 28-Acre Site and the failure of its Invitees and the Invitees of its Subtenants and Agents to comply with the Pier 70 Risk Management Plan within the Premises.</p> <p>The hazardous materials indemnification obligations will not apply to (1) the gross negligence or willful misconduct of the Indemnified Parties, (2) third party claims for exposure to hazardous materials occurring prior to the time that Tenant had exclusive control of the Premises, and (3) except to the extent claim for exposure was not caused by failure to comply with the Pier 70 Risk Management Plan, claims arising from exposure to pre-existing hazardous materials after the Acceptance Date of any Horizontal Improvement Parcels, or newly discovered Hazardous Materials that are not pre-existing hazardous materials after the Acceptance Date, which presence is limited to the Horizontal Improvement Parcels and not present in the Premises, in each case other than (i) claims by Tenant and its Subtenants and Agents and (ii) claims arising from Handling, Release or Exacerbation by Tenant or its Subtenants, Agents or their respective Agents.</p> <p>If an indemnification claim can reasonably be asserted under a pollution liability insurance policy under which the indemnified party is an additional insured or potential claimant, then Port will cooperate with Tenant to assert such insurance claim and the indemnification obligation will not be effective unless such claim has been asserted and diligently pursued and until any policy limits are reached.</p>
Exhibit D, Rent	<p>100% of Net Income will be applied as "Land Proceeds" as provided under Section 1.6 of the Financing Plan on a quarterly basis, but calculated as if the Percentage Rent had been applied monthly rather than quarterly.</p> <p>Net Income will be gross revenues less parking taxes, repaving and striping of parking lots, and actual, out-of-pocket costs associated with Ancillary Permitted Uses. Net Income for parking revenues will be deemed to be 66% of gross parking revenues less parking taxes and repaving and striping of parking lots.</p>

DDA Exhibit C1, Financing Plan	
1.3(b)(i)	Elimination of 20 th /Illinois Plaza as a facility to be financed by the Pier 70 Condo CFD.
1.6(d)	The provisions regarding Interim Lease Revenues were revised to reflect the Percentage Rent concept.
4.1(a)	An RMA Term Sheet is attached as Exhibit H, and sets forth the parameters for drafting the RMAs in connection with the future formation of the CFDs
4.7(d)	Language allowing the Project Reserve to be used as a secondary reserve fund for the Bonds was deleted.
4.12	Language was added that requires the Developer to enter into an agreement with each Vertical Developer to pay the first two years' of the Facilities Special Taxes levied on NOI Property in the Pier 70 Leased Property CFD
5.2(a)(ii)	The City will consult with the Port and the Developer before determining capitalized interest, but the decision will be in the sole discretion of the City
6.2(a)(i) and elsewhere	The Assessor's will use its best efforts to determine the Baseline Assessed Value as soon as practicable, and the link of the best efforts to a final certificate of occupancy was terminated
6.5(h)	A fully-revised section on the credit of Tax Increment to the NOI Parcels was created, whereby only Assessed Property (property with a fully-assessed building and one years' payments of ad valorem taxes) that pays its taxes is eligible for a credit from Tax Increment collected in Sub-Project Areas G-2, G-3, and G-4
7.2	The limitations on additional sources of capital in Section 1.7 do not apply to the advance of Port Capital.
10.2	The conditions for funding community facilities out of the Arts Building Special Tax were set forth by reference to the term "CF Conditions" defined in the Appendix
Exhibit A, Form of Acquisition Agreement	Clarified that draft is subject to further review for conformity with DDA and Financing Plan.
Exhibit B, Form of Special Fund Administration Agreement	The Special Fund Administration Agreement provides for the administration and disposition of tax increment and special taxes in accordance with the Financing Plan from the IFD sub-project areas, the IFRD, and the special tax districts proposed to be formed in connection with the Pier 70 mixed-use project. The revisions in the most recent draft are intended to reflect changes to the Financing Plan since the submission of the Special Fund Administration Agreement in September 2017. The changes include, but are not limited to, reflecting a revised priority of uses for tax increment revenues anticipated to be generated within the IFD sub-project areas from leased and residential condominium properties.
Exhibit D, Form of	Not included in previous packet.

Promissory Note-LP	
Exhibit E, Form of Partial Assignment	Not included in previous packet.
Exhibit F, Form of Promissory Note-X	Not included in previous packet.
Schedule 4, Public Financing Sources	20 th /Illinois Plaza removed as Permitted Use of Facilities Special Taxes from Pier 70 Condo CFD.
DDA Exhibit C2, Appendix G-2 to Infrastructure Financing Plan for IFD Project Area G	
Updated to conform with document filed in Board File No. 170878 .	
DDA Exhibit C3, RMA Term Sheets - Pier 70 Leased Property, Condo Property + Hoedown Yard CFDs	
Added provisions related to Hoedown Yard.	
DDA Exhibit C6, Tax Allocation MOU	
The Memorandum of Understanding ("MOU") is an agreement under Charter Section B7.310 among the Port, Controller, Assessor-Recorder and Treasurer and Tax Collector for the purpose of implementing the DDA, Sub-Project Areas, IRFD and CFDs. The revisions in the most recent draft are primarily non-substantive and include a statement that a party cannot terminate the MOU if it would adversely impact the Port's compliance with the Financing Plan.	
DDA Exhibit D2, Form of Vertical DDA	
19.4, Right to Transfer	<p>Changes reflect agreement from Parcel Lease for transfers of Vertical DDA, as follows:</p> <ul style="list-style-type: none"> • Prior to completion of the Vertical Improvements, Port will not unreasonably withhold its consent to a transfer if the transferee meets certain conditions, including: (i) qualifying as a "Qualified Transferee", having a minimum net worth of at least \$27.5 million (subject to periodic escalations) and experience with comparable development; (ii) delivering an assignment and assumption agreement; (iii) a release of Port, City and State Lands of any claims resulting from the condition of the property or any claims arising prior to the effective date of the Transfer; (iv) if the transfer involves a change in ownership interests (a "significant change"), the transferee must deliver a certificate setting forth the purchaser of the ownership interest, purchase price, any Net Transfer Proceeds owed to Port and a reaffirmation from Vertical Developer that it will continue to be obligated under all the terms and conditions of the Vertical DDA. • Transfers to affiliates or significant changes where there is no change to the managing party (having an ownership interest of 10% or more plus power to direct day-to-day management) do not require Port consent, but must be noticed. • No restriction on transfer under the Vertical DDA for residential fee parcels after issuance of a Certificate of Completion for the

	improvements.
Form of Transfer Fee Covenant	For residential fee parcels only, Port will receive 1.5% of the purchase price of each condominium unit after the first sale.
Schedule 15.3, Remedies for Failure to Commence Construction (Residential Fee Parcels Only)	<p>For residential fee parcels only, the Port will retain certain remedies if the Vertical Developer fails to commence construction within thirty (30) months of the Closing Date, subject to Force Majeure (the "Required Construction Commencement Date"). These remedies include the following:</p> <ul style="list-style-type: none"> • Liquidated damages, an amount equal to 2x the daily special tax obligation for the Property for each day that the commencement of residential construction is delayed beyond the Required Construction Commencement Date. • If the residential project does not commence within 12 months after the Required Construction Commencement Date, then the Master Developer has a one-time right to purchase the Property for a purchase price equal to eighty-five percent (85%) of the price that the Vertical Developer paid for the property. • If Master Developer does not exercise its purchase option, then the Port has a one-time right to purchase the Property for eighty-five percent (85%) of the price that the Vertical Developer paid for the property, or cause Vertical Developer to transfer the Property to a third-party for the same 85% price.
Schedule 18.1, Hazardous Materials Indemnification	The Vertical DDA includes the same Hazardous Materials indemnity included in the Parcel Lease for residential fee parcels after such parcel is transferred to Vertical Developer.
DDA Exhibit D3, Form of Parcel Lease	
19.2, Hazardous Materials Indemnification	The Parcel Lease includes the same Hazardous Materials indemnity included in the Master Lease, except that, in addition to the indemnification obligations under the Master Lease, Tenant will indemnify the Indemnified Parties and State Lands Indemnified Parties from (1) Handling or Release of Hazardous Materials in areas used by Tenant to perform Deferred Infrastructure, until Acceptance thereof, and (2) Handling or Release of Hazardous Materials by Tenant, its Subtenants and Agents outside the Premises but within the 28-Acre Site.
19.7, Waiver	Tenant's waiver of claims against the Indemnified Parties and State Lands Indemnified Parties does not include claims arising from Indemnified Parties' gross negligence or willful misconduct.
Exhibit D, 3.6(b), Participation in Recapitalization Proceeds Prior to	For any Recapitalization prior to the Early Transfer Date that is not a Qualifying Early Sale (defined as an Assignment to a non-Affiliate or a Recapitalization that results in a change in the Managing Party or the Managing Party owning less than 10% of Tenant), Tenant will pay to Port

Early Transfer Date	1.5% of Recapitalization Proceeds less (i) Tenant's Purchase Price multiplied by the ownership interests transferred and (ii) Costs of Sale.
Exhibit D, 3.6(c), Participation in Net Sales Proceeds from Reappraisal Events	<p>For any Reappraisal Event prior to the Early Transfer Date that is not a Qualifying Early Sale, Tenant will pay to Port 1.5% of Net Sales Proceeds.</p> <p>Net Sales Proceeds for a Reappraisal Event will be deemed to be an amount equal to (1) the total ownership interests in Tenant after the Reappraisal Event held by the Person causing the Reappraisal Event multiplied by (2) the value of the Leasehold Estate as evidenced by the estimated fair market value provided by Tenant to the Assessor (or, if none is provided, based on an Appraisal Report).</p>
Exhibit D, Section (f), Additional Definitions	The deductions used to determine "Net Recapitalization Proceeds" will be the same deductions used to determine "Net Sales Proceeds"
Exhibit XX, Insurance Requirements	Insurance requirements included, which are similar to the insurance requirements as included in the Master Lease.
DDA Exhibit D4, Form of Appraisal Instructions	
V.A., Purpose	<p>Added instruction to find the value of the Lease Fee Interest in the site for Fully Pre-paid Leases and Hybrid Leases.</p> <p>For Hybrid Leases, changed requirement from finding the annual minimum ground rent to finding the factors which, when applied to the Fee Value or the Pre-Paid Lease Value, results in the minimum annual ground rent.</p>
V.C.1., Extraordinary Assumptions	Deleted extraordinary assumption that the entire facilities portion of the CFD Special Taxes will be paid from tax increment. Instead, Appraiser will be provided documentation describing the interaction between the CFD and the IFD.
V.C.2., Special Instructions	<ul style="list-style-type: none"> Requires that Appraiser consult with Qualified Investment Advisors, other market participants, and refer to comparables, among other processes, to quantify the capitalization rate differential between fee simple and leasehold transactions; prior draft left that consultation process up to the Appraiser. Requires that Appraiser shall conduct residual land value as one of the approaches to value rather than may conduct. Provides more description of the Annual Ground Rent Conversion Factor, noting that the Appraiser may use a factor to be applied to either Prepaid Lease value or Fee Simple value, but that the factors are different depending on which value they are to be applied.

KEY CHANGES TO BOARD FILE 170988

(INTERAGENCY COOPERATION AGREEMENT)

SECTION	SUMMARY OF CHANGES
3.5 Other City Actions.	In subsection (e) regarding Acceptance, acknowledges that the Infrastructure Plan sets forth standards for certain Street Segments that will require Developer to request exceptions to the Subdivision Code and Subdivision Regulations.
4.4 Processing of Improvement Plans and Issuance of Construction Permits.	<p>Revised subsection (b) to provide for a process for the City to respond within 90 days to provide feedback to the Developer on proposed exceptions and design modifications identified by Developer in its Basis of Design Report before Developer makes a formal request.</p> <p>Added new subsection (c) to clarify that the Developer has proposed to submit applications requesting the ability to request Deferred Infrastructure, which means certain Horizontal Improvements that by agreement with the permitting entity may be constructed, completed and/or accepted separate from the rest of such permitted Horizontal Improvements; that deferral would require either amendments to or an exception from the Subdivision Code and/or the Subdivision Code; that Developer and Port may apply for exceptions to the Subdivision Code and the Subdivision Regulations (as may be amended); that the City Parties agree to explore Deferred Infrastructure; but that there are no obligations for acceptance of Deferred Infrastructure under this ICA.</p>
4.5(d)	Changed terminology from "Final Completion" to "SOP Compliance Determination", consistent with DDA procedures.
4.6 Standards and Procedures for Acceptance.	<p>Revised subsection (b) to reflect that City Agencies will meet and confer to consider standards and procedures for acceptance of Horizontal Improvements, including individual utility systems that would be subject to Developer's potential post-acceptance maintenance, repair, and liability until the completion of all surface and subsurface improvements in the streets and right-of-ways in which the individual utility system is installed, and the City's acceptance of such improvements and streets and right-of-ways.</p> <p>Added new subsection (c) to describe a future memorandum of understanding agreement among City Agencies, which will establish a framework for acceptance, ownership, maintenance and regulation of Horizontal Improvements and which will require City Agencies to agree to work in good faith to enter into such a memorandum of agreement within 120 days of Developer's submission of a complete First Submittal of Horizontal Improvement Plans.</p>
5 Process For Review And Approval Of Subdivision Maps	Verifies that the Subdivision Map Act, the Subdivision Code, and the Subdivision Regulations shall govern the mapping process, removes the majority of the previous Section 5, and replaces that text with the new ICA Attachment D (described below).
6.5 Termination	Clarifies how the Developer, the Port, or Other City Agencies may request the termination of the third-party infrastructure coordinator's contract.
ICA Attachment C: Developer's Deferred	New Attachment describing how Developer proposes to implement the Deferred Infrastructure, subject to Developer's attainment of all required City approvals. is proposed to be implemented. Included for illustrative and

Infrastructure Concept	discussion purposes only.
ICA Attachment D: Developer's Proposed Subdivision Concept Application Sequence	New Attachment describing how Developer proposes to implement the subdivision and mapping process is proposed to be implemented. Included for illustrative and discussion purposes only.

PUBLIC UTILITIES COMMISSION

City and County of San Francisco

RESOLUTION NO.: 17-0209

WHEREAS, The FC Pier 70 Development Project (the "Project") proposes a long-term, mixed-use development program for a 35-acre site at Pier 70 that would create residential and commercial uses, street and shoreline improvements and public open space; and

WHEREAS, The Project site is bounded by Illinois Street to the west, 20th Street to the north, San Francisco Bay to the east, and 22nd Street to the south ("Project Site"); and

WHEREAS, The majority of the project site is located within the Pier 70 area (Pier 70), which is owned by the City and County of San Francisco through the Port of San Francisco (Port), with a portion of the project site owned by Pacific Gas and Electric (PG&E); and

WHEREAS, Through the development of the Project, the Project Site will be transformed into a mixed-use, transit-oriented development with new public streets and new parks, all as further described in the proposed development agreement; and

WHEREAS, The Project is supported by extensive investments in infrastructure, including new water distribution, auxiliary water supply facilities, stormwater management improvements, wastewater collection facilities, power facilities, and street lighting; and

WHEREAS, The proposed Development Agreement recognizes that, in exchange for defined public benefits, the Project will only be subject to certain defined ordinances, regulations, rules and policies governing the design, construction, fees and exactions, use or other aspects of the Project; and

WHEREAS, The Pier 70 project requires new horizontal infrastructure development to serve the Project; and,

WHEREAS, An Interagency Cooperation Agreement articulates the Project's responsibility to construct horizontal improvements and includes various city agencies', including the SFPUC's, authority to review and approve the horizontal infrastructure plans; and

WHEREAS, The SFPUC Power Enterprise has completed a feasibility study to assess the feasibility of providing electric power to the 28-Acre Site, consistent with Chapter 99 of the San Francisco Administrative Code; and

WHEREAS, as a result of the Project the SFPUC's existing 20th Street Pump Station Facilities will need to be relocated by the Developer; and

WHEREAS, An Environmental Impact Report (EIR) was prepared for the Pier 70 Mixed-Use District Project; and

WHEREAS, at the August 24, 2017 hearing, the Planning Commission certified the Final Environmental Impact Report (FEIR) by Motion No. 19976, and on the same date, the Planning Commission adopted environmental findings in accordance with the California Environmental Quality Act (CEQA Findings) including a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) in Motion No. 19977; and

WHEREAS, The project files, including the Final EIR (FEIR) and the Pier 70 CEQA Findings have been made available for review by the SFPUC and the public and those files are part of the record before this Commission; and

WHEREAS, This Commission has reviewed and considered the information contained in the FEIR, the findings contained in Planning Commission Motions Nos. 19976 and 19977, and all written and oral information provided by the Planning Department, the public, relevant public agencies, SFPUC and other experts and the administrative files for the Project; and

WHEREAS, The SFPUC has reviewed the Utility-Related Mitigation Measures in the MMRP and agrees to consult with the Port regarding the design and construction of the proposed 20th Street Pump Station prior to final approval of the relocated facility ; now, therefore, be it

RESOLVED, This Commission has reviewed and considered the FEIR and record as a whole, finds that the FEIR is adequate for its use as the decision-making body for the action taken herein and hereby adopts the CEQA Findings, including the Statement of Overriding Considerations and adopts the Mitigation Monitoring and Reporting Program and incorporates the CEQA findings contained in Planning Commission Motion Nos. 19976 and 19977 by this reference thereto as though set forth in this Resolution; and be it

FURTHER RESOLVED, This Commission further finds that since the FEIR was finalized, there have been no substantial project changes and no substantial changes in project circumstances that would require major revisions to the FEIR due to the involvement of new significant environmental effects or an increase in the severity of previously identified significant impacts, and there is no new information of substantial importance that would change the conclusions set forth in the FEIR; and be it

FURTHER RESOLVED, That this Commission hereby consents to the Development Agreement between the City and the Developer substantially in the form and on the terms as outlined in the Development Agreement with respect to the items under the SFPUC's jurisdiction, and authorizes the General Manager to execute the SFPUC Consent to the Development Agreement on behalf of this Commission; pending approval by the Board of Supervisors, and be it

FURTHER RESOLVED, That subject to approval from the Board of Supervisors, this Commission does hereby consent to the Interagency Cooperation Agreement between the City, the Port Commission, and the Developer, with respect to the items under the SFPUC's jurisdiction, and authorizes the General Manager to execute the SFPUC Consent to Interagency Cooperation Agreement on behalf of this Commission; and be it

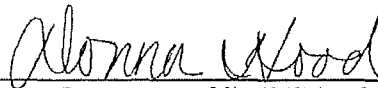
FURTHER RESOLVED, That the SFPUC will provide electric power to the project pursuant to its Rules and Regulations for electric service; and be it

FURTHER RESOLVED, That, subject to appropriation of any necessary funds, this Commission authorizes the SFPUC General Manager, to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents, including the negotiation and execution of an MOU with the Port regarding the relocation of the 20th Street Pump Station facilities) as he or she deems necessary or appropriate, in consultation with the City Attorney, in order to consummate and perform its obligations under the Development Agreement and the Interagency Cooperation Agreement in accordance with this Resolution and legislation by the Board of Supervisors, or otherwise to effectuate the purpose and intent of this Resolution and such legislation; and be it

FURTHER RESOLVED, That, by consenting to the Development Agreement between the City and the Developer and the Interagency Cooperation Agreement between the City, the Port Commission, and the Developer, the Commission does not intend to in any way limit, waive or delegate the exclusive authority of the SFPUC as set forth in Article VIII B of the City's Charter; and be it

FURTHER RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors legislation approving the Development Agreement.

I hereby certify that the foregoing resolution was adopted by the Public Utilities Commission at its meeting of September 26, 2017.



Secretary, Public Utilities Commission

SAN FRANCISCO
MUNICIPAL TRANSPORTATION AGENCY
BOARD OF DIRECTORS

RESOLUTION No. 170905-112

WHEREAS, The Pier 70 Master Plan was endorsed by the Port Commission in 2010 following a three-year public engagement process; and,

WHEREAS, FC Pier 70, LLC (Forest City or Developer) was selected as the Master Developer of Pier 70 through a competitive process ; and,

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

WHEREAS, In 2013, the Port Commission and the Board of Supervisors endorsed a term sheet, outlining the proposed land plan and transaction terms for future development of Pier 70; and,

WHEREAS, Developer filed an application with the City's Planning Department for approval of a development agreement relating to a mixed-use project on the 35-acre Pier 70 site under San Francisco Administrative Code Chapter 56, and the City and Developer negotiated a development agreement; and,

WHEREAS, The proposed project (Project) would create 2,100 new housing units, 30% of which would be permanently affordable, 1.4 million gross square feet of new office space, 400,000 gross square feet of ground floor retail space, over nine acres of public open space, and would preserve and rehabilitate three historic buildings; and,

WHEREAS, The Developer has developed and will implement a Transportation Demand Management Plan that results in the Project producing 20% fewer driving trips than identified by the project's Transportation Impact Study and promotes measures that encourage sustainable modes of travel such as transit, bicycling and walking; and,

WHEREAS, Under the terms of the Development Agreement, the Developer shall pay the Transportation Sustainability Fee, which will contribute to transportation projects that expand connectivity, reliability, and capacity within the area surrounding the project; and,

WHEREAS, The Pier 70 Mixed-Use District Project (Case No. 2014-001272ENV) Final Environmental Impact Report (FEIR) was certified by the San Francisco Planning Commission in Motion No. 19976 on August 24, 2017; on that same date, in Motion No. 19977 the San

Francisco Planning Commission adopted CEQA Findings, a Statement of Overriding Considerations, and a Mitigation Monitoring and Reporting Program (MMRP) (collectively, the Pier 70 CEQA Findings); and,

WHEREAS, The Pier 70 project requires horizontal infrastructure development, including the design and creation of new streets; and,

WHEREAS, An Interagency Cooperation Agreement articulates the Project's responsibility to construct and various city agencies', including the SFMTA's, authority to review and approve the horizontal infrastructure plans; now, therefore be it

RESOLVED, The SFMTA Board of Directors adopts the Pier 70 Mixed-Use District Project CEQA findings as its own, and to the extent the above actions are associated with any mitigation measures, the SFMTA Board of Directors adopts those measures as conditions of this approval; a copy of the Planning Commission Resolution, the CEQA findings, and the CEQA determination are on file with the Secretary to the SFMTA Board of Directors, and may be found in the records of the Planning Department at 1650 Mission Street in San Francisco, and are incorporated herein by reference; and be it

FURTHER RESOLVED, That the SFMTA Board of Directors does hereby consent to the Pier 70 Development Agreement with FC Pier 70, LLC, including the Transportation Plan, between the City and the Developer substantially in the form and terms as outlined in the Development Agreement with respect to the items under the SFMTA's jurisdiction, and authorizes the SFMTA Director of Transportation to execute the SFMTA Consent to the Development Agreement for Pier 70 on behalf of this Board; pending approval by the Board of Supervisors and, be it

FURTHER RESOLVED, That subject to approval from the Board of Supervisors, the SFMTA Board of Directors does hereby consent to the Interagency Cooperation Agreement between the City, the Port Commission, and the Developer, with respect to the items under the SFMTA's jurisdiction, and authorizes the SFMTA Director of Transportation to execute the SFMTA Consent to Interagency Cooperation Agreement on behalf of this Board; and, be it

FURTHER RESOLVED, That subject to any approval of this Board or the SFMTA Director of Transportation or his designee that may be required in accordance with the Agreement in connection with amendments that affect the infrastructure or mitigation measures for which the SFMTA has responsibility, the Board consents that any of the Mayor, the City Administrator and the Director of Public Works (or any successor City officer designated by law) may enter into and approve any additions, amendments or other modifications to the Agreement (including, without limitation, any exhibits) that they determine, in consultation with the City Attorney and any affected City agencies, are in the best interests of the City, provided that any such additions, amendments or modifications do not materially increase the costs or liabilities of the City and are necessary or advisable to effectuate the implementation of Agreement, and this Resolution and legislation by the Board of Supervisors; and, be it

FURTHER RESOLVED, That, subject to appropriation of any necessary funds, the Board authorizes the Director of Transportation to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents) necessary, in consultation with the City Attorney, in order to consummate and perform its obligations under the Development Agreement in accordance with this Resolution and legislation by the Board of Supervisors, or otherwise to effectuate the purpose and intent of this Resolution and such legislation; and, be it

FURTHER RESOLVED, That, by consenting to the SFMTA matters in the Development Agreement between the City and the Developer, the SFMTA Board does not intend to in any way limit, waive or delegate the exclusive authority of the SFMTA; and be it

FURTHER RESOLVED, That the approval under this Resolution shall take effect upon the effective date of the Board of Supervisors legislation approving the Development Agreement.

I certify that the foregoing resolution was adopted by the San Francisco Municipal Transportation Agency Board of Directors at its meeting of September 5, 2017.



Secretary to the Board of Directors
San Francisco Municipal Transportation Agency

WHEREAS, Under San Francisco Charter Section B7.320, the Mayor may submit to the Board of Supervisors a memorandum of understanding between the Port Commission and another department of the City, approved by the Port Commission by resolution; and

WHEREAS, On August 24, 2017, the Planning Commission (1) reviewed and considered the Final Environmental Impact Report for the Pier 70 Mixed-Use Project ("FEIR") (Case No. 2014-001272ENV); (2) found the FEIR to be adequate, accurate and objective, thus reflecting the independent analysis and judgment of the Planning Department and the Planning Commission; and (3) by Motion No. 19976, certified the FEIR as accurate, complete and in compliance with the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code; and

WHEREAS, At the same hearing, the Planning Commission approved the Pier 70 Mixed-Use Project and in so doing, adopted approval findings under CEQA by Motion No. 19977, including a Statement of Overriding Considerations (the "Pier 70 CEQA Findings"), and adopted a Mitigation Monitoring and Reporting Program ("MMRP"). A copy of the Planning Commission Motions, the Pier 70 CEQA Findings, and the MMRP are on file with the Port Commission Secretary and may be found in the records of the Planning Department at 1650 Mission Street, San Francisco, CA, and are incorporated in this resolution by reference as if fully set forth herein; and

WHEREAS, The Port Commission has reviewed the FEIR, the MMRP and the CEQA Findings, and finds that the approvals before the Port Commission are within the scope of the FEIR and that no substantial changes in the Pier 70 Mixed-Use Project or the circumstances surrounding the Pier 70 Mixed-Use Project have occurred and no new information that could not have been known previously showing new significant impacts or an increase in severity in impacts has been discovered since the FEIR was certified; now, therefore be it

RESOLVED, That the Port Commission adopts the Pier 70 CEQA Findings as its own and adopts the MMRP and imposes its requirements as a condition to this approval action; and be it further

RESOLVED, That the Port Commission determines that the 28-Acre Project is furthered by the ICA, is in the best interests of the Port, the City, and the health, safety, morals and welfare of its residents, and is in accordance with the public purposes and provisions of applicable federal, state and local laws and requirements; and be it further

RESOLVED, That the Port Commission hereby approves and authorizes the Executive Director, or her designee, to execute the ICA and recommends its approval to the other consenting City departments, the Board of Supervisors, and the Mayor under Charter Section B7.320; and be it further

RESOLVED, That the Port Commission authorizes and delegates to the Executive Director authority to make changes and take any and all steps, including but not limited to, the attachment of exhibits and the making of corrections, as the Executive Director determines, in consultation with the City Attorney, are necessary or appropriate to consummate the ICA in accordance with this Resolution, including entering into subsequent interagency memoranda of understanding with other City departments regarding permitting, maintenance, liability, and ownership responsibilities for the streets and other infrastructure and public facilities in the Pier 70 SUD; provided, however, that such changes and steps do not materially decrease the benefits to or materially increase the obligations or liabilities of the Port Commission, and are in compliance with all applicable laws; and be it further

RESOLVED, That the Port Commission urges the San Francisco Municipal Transportation Agency to provide periodic presentations regarding the transportation-related components of the Pier 70 Mixed-Use Project, including the funding and implementation of transportation improvements in the area surrounding the Project Site, to the Port Commission and the Port's Central Waterfront Advisory Group (CWAG) or a successor Port advisory group that advises the Port on matters impacting the area of the Port that includes the Project Site.

I hereby certify that the foregoing resolution was adopted by the San Francisco Port Commission at its meeting of September 26, 2017.

Amy Quesada

Digitally signed by Amy Quesada
DN: cn=Amy Quesada, ou=Port of San Francisco, ou=Port Executive,
email=amy.quesada@port.com, o=PS
Date: 2017.09.26 13:49:04 -0700

Secretary

ECONOMIC AND WORKFORCE DEVELOPMENT
TODD RUFO, DIRECTOR



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

To: Linda Wong

From: Sarah Dennis Phillips, OEWD

CC: Brad Benson, Christine Maher, Port

Date: October 12, 2017

Re: Supporting Documents for Board File 170988 (Pier 70 Project)

On September 12th 2017, Mayor Lee and Supervisor Cohen introduced Resolution approving the Memorandum of Understanding between the Port and other City Agencies regarding Interagency Cooperation for the Pier 70 Project, Board File 170988. Please find attached supporting document submittals for this file:

- MTA Resolution 170905-112 dated 9/5/17
- Port Resolution dated 9/26/17
- PUC Resolution consenting to the ICA

2017 OCT 12 PM 3:03

BOARD OF SUPERVISORS
SYSTEMS DIVISION

**PORT COMMISSION
CITY AND COUNT OF SAN FRANCISCO**

RESOLUTION NO. 17-48

- WHEREAS, Beginning in 2006, the Port initiated an intensive planning process that has culminated in a project that would restore and redevelop an approximately 35-acre site located at Pier 70 bounded generally by Illinois Street on the west, 20th Street to the north, San Francisco Bay on the east and 22nd Street on the south in San Francisco's Central Waterfront Plan Area (the "Project Site"); and
- WHEREAS, The Project Site includes an approximately 28-acre area at Pier 70 owned by the Port known as the "28-Acre Site," bounded generally by Michigan Street on the west, 22nd Street on the south, 20th Street on the north and San Francisco Bay on the east; and
- WHEREAS, From 2007 to 2010, the Port conducted a community process that evaluated the unique site conditions and opportunities at Pier 70 and built a public consensus for Pier 70's future that nested within the policies established for the Eastern Neighborhoods-Central Waterfront. This process culminated in the Pier 70 Master Plan, which was endorsed by the Port Commission in May 2010, and a proposed mixed-used development on the Project Site (the "Pier 70 Mixed-Use Project"); and
- WHEREAS, In April 2011, by Resolution No. 11-21, the Port Commission awarded to Forest City Development California, Inc. ("Forest City"), through a competitive process, the opportunity to negotiate for the development of the 28-Acre Site as a mixed-use development and historic preservation project (the "28-Acre Project"); and
- WHEREAS, In May 2013, by Resolution No. 13-20, the Port Commission endorsed the Term Sheet for the 28-Acre Project. Subsequently, in June 2013, by Resolution No. 201-13, the Board of Supervisors found the 28-Acre Project fiscally feasible under Administrative Code, Chapter 29 and endorsed the Term Sheet for the 28-Acre Project; and
- WHEREAS, Port staff and FC Pier 70, LLC ("Developer"), an affiliate of Forest City, have negotiated the terms of the Disposition and Development Agreement ("DDA") and related transaction documents that are incorporated into the DDA which provide the overall road map for development of the 28-Acre Project, including a Financing Plan, an Infrastructure Plan, an Affordable Housing Plan, a Transportation Plan

that includes a Transportation Demand Management Program, a Workforce Development Plan, an arts program for the use of the arts building on Parcel E4 (including replacement studio space for the artist community in the Noonan building), and forms of an interim Master Lease, Vertical Disposition and Development Agreement and Parcel Lease (including applicable lease terms for Historic Buildings 2, 12 and 21); and

WHEREAS, Depending on the uses proposed, the 28-Acre Project would include between 1,100 and 2,150 residential units, a maximum of between 1 million and 2 million gross square feet (“gsf”) of commercial-office use, and up to 500,000 gsf of retail-light industrial-arts use, construction of transportation and circulation improvements, new and upgraded utilities and infrastructure, geotechnical and shoreline improvements, and nine acres of publicly-owned open space; and

WHEREAS, On May 23, 2017 Port staff presented to the Port Commission the proposed Streetscape Master Plan, Transportation Plan, and Infrastructure Plan providing the vision, intent, and guidelines for infrastructure and public facilities, known as horizontal improvements, that will serve and physically transform the Pier 70 Special Use District (“Pier 70 SUD”) over the Project Site into a new, vibrant neighborhood; and

WHEREAS, In order to promote development in accordance with the objectives and purposes of the DDA, it is contemplated that the City will undertake and complete certain proceedings and actions necessary to be carried out by the City to assist in the implementation of the DDA, including entering into a Memorandum of Understanding between the Port and other City agencies regarding Interagency Cooperation (the “ICA”), a copy of which is on file with the Commission Secretary, that sets out cooperative procedures for administering horizontal improvement plans submitted in accordance with the Subdivision Code and design, development, construction, and inspection of horizontal improvements; and

WHEREAS, The ICA also establishes procedures relating to approvals by the San Francisco Fire Department, San Francisco Public Utilities Commission, San Francisco Public Works, and San Francisco Municipal Transportation Agency; and

WHEREAS, As authorized under the ICA, staff intends to negotiate a memorandum of understanding among City departments setting out permitting, maintenance, liability, and ownership responsibilities for the streets and other infrastructure and public facilities in the Pier 70 SUD; and



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No. 19976

HEARING DATE: AUGUST 24, 2017

Case No.: 2014-001272ENV
Project Title: Pier 70 Mixed-Use District Project
Zoning: M-2 (Heavy Industrial) and P (Public)
40-X and 65-X Height and Bulk Districts
Block/Lot: Assessor's Block 4052/Lot 001, Block 4111/Lot 004
Block 4120/Lot 002, and Block 4110/Lots 001 and 008A
Project Sponsor: David Beaupre/Port of San Francisco
david.beaupre@sfport.com, (415) 274-0539
Kelly Pretzer/Forest City Development California, Inc.
KellyPretzer@forestcity.net, (415) 593-4227
Staff Contact: Melinda Hue – (415) 575-9041
melinda.hue@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 FOR THE PROPOSED PIER 70 MIXED-USE DISTRICT PROJECT.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the final Environmental Impact Report identified as Case No. 2014-001272ENV, the "Pier 70 Mixed-Use District Project" (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 May 6, 2015.
 - B. The Department held a public scoping meeting on May 28, 2015 in order to solicit public comment on the scope of the Project's environmental review.
 - C. On December 21, 2016, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of the availability of the DEIR for public review and comment and of the date and time of the Planning

- Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.
- D. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site on December 21, 2016.
 - E. On December 21, 2016, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, and to government agencies, the latter both directly and through the State Clearinghouse.
 - F. A Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on December 21, 2016.
2. The Commission held a duly advertised public hearing on said DEIR on February 9, 2017 at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on February 21, 2017.
 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 60-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Comments and Responses document, published on August 9, 2017, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.
 4. A Final Environmental Impact Report (hereinafter "FEIR") has been prepared by the Department, consisting of the DEIR, 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 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. On August 24, 2017, the Commission reviewed and considered the information contained in the FEIR and hereby does find that the contents of said report and the procedures through which the FEIR was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
 7. The Planning Commission hereby does find that the FEIR concerning File No. 2014-001272ENV reflects the independent judgement 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 that would require recirculation of the document pursuant to CEQA Guideline Section 15088.5, and hereby does CERTIFY THE COMPLETION of said FEIR in compliance with CEQA, the CEQA Guidelines and Chapter 31 of the San Francisco Administrative Code.

8. The Commission, in certifying the completion of said FEIR, hereby does find that the project described in the EIR would have the following significant unavoidable environmental impacts, which cannot be mitigated to a level of insignificance:
- A. **TR-5:** The Proposed Project would cause the 48 Quintara/24th Street bus route to exceed 85 percent capacity utilization in the a.m. and p.m. peak hours in both the inbound and outbound directions.
 - B. **TR-12:** The Proposed Project's loading demand during the peak loading hour would not be adequately accommodated by proposed on-site or off-street loading supply or in proposed on-street loading zones, which may create hazardous conditions or significant delays for transit, bicycles or pedestrians.
 - C. **C-TR-4:** The Proposed Project would contribute considerably to significant cumulative transit impacts on the 48 Quintara/24th Street and 22 Fillmore bus routes.
 - D. **NO-2:** Construction of the Proposed Project would cause a substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project.
 - E. **NO-5:** Operation of the Proposed Project would cause substantial permanent increases in ambient noise levels along some roadway segments in the project site vicinity.
 - F. **C-NO-2:** Operation of the Proposed Project, in combination with other cumulative development, would cause a substantial permanent increase in ambient noise levels in the project vicinity.
 - G. **AQ-1:** Construction of the Proposed Project would generate fugitive dust and criteria air pollutants, which would violate an air quality standard, contribute substantially to an existing or projected air quality violation, and result in a cumulatively considerable net increase in criteria air pollutants.
 - H. **AQ-2:** At project build-out, the Proposed Project would result in emissions of criteria air pollutants at levels that would violate an air quality standard, contribute to an existing or projected air quality violation, and result in a cumulatively considerable net increase in criteria air pollutants.
 - I. **C-AQ-1:** The Proposed Project, in combination with past, present, and reasonably foreseeable future development in the project area, would contribute to cumulative regional air quality impacts.
9. The Commission reviewed and considered the information contained in the FEIR prior to approving the Project.

**Motion No. 19976
August 24, 2017**

**CASE NO. 2014-001272ENV
Pier 70 Mixed-Use District Project**

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of August 24, 2017.



Jonas P. Ionin
Commission Secretary

AYES: Hillis, Richards, Johnson, Koppel, Melgar, Moore
NOES: None
ABSENT: Fong
ADOPTED: August 24, 2017

File# 170863, 170886,
170988

Pier 70 Special Use District



Request Recommendation

Budget & Finance Committee, October 19, 2017

Presentation Overview

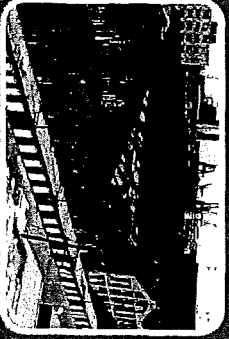
- Pier 70 Updates
- Land Use Use Committee Items
- Public Benefits
- Infrastructure & ICA
- Key Transaction Documents
- Funding Structure
- Financial Analysis
- Next Steps

Pier 70 Updates



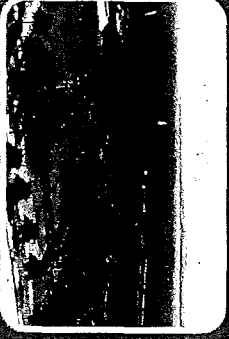
Shipyards

- Port paying for maintenance
- New operator RFP underway



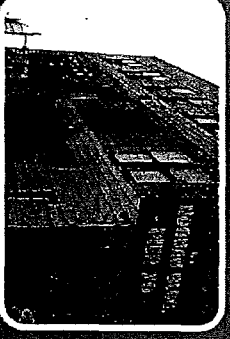
Historic Core (Orton Development)

- Rehab of Buildings 14, 101, 104, 113-116 underway
- Full occupancy late 2018



Crane Cove Park

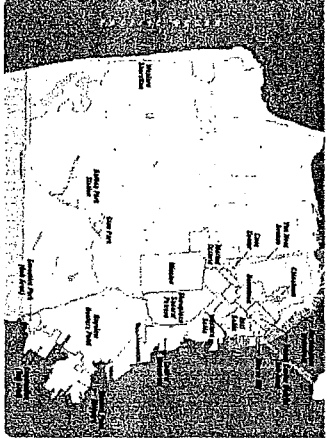
- First 6 acres complete mid-late 2018
- New beach, restored Slipway 4, Crane Plaza, dog run, picnic areas, site history interpretation and restrooms



Current Tenants

- Affordable Self Storage, Paul's Stores, Ernesto Rivera, Michael Rios, Noonan Tenants, ImPark
- Currently discussing relocation options

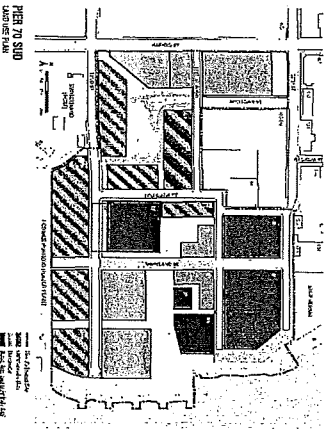
Land Use Committee Items



Adopted Area Plans

**General Plan
Amendment**

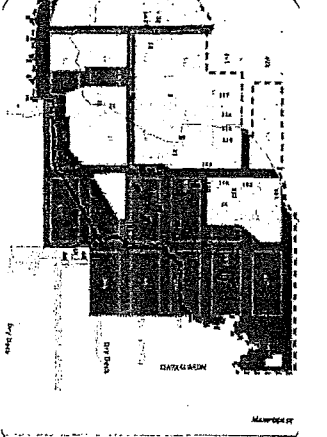
This map shows various land use zones and areas within a city, with labels for different zones such as 'General Plan' and 'Adopted Area Plans'. The map is oriented vertically on the page.



PIER 70 SUD
SITE PLAN

**Pier 70 Special
Use District**

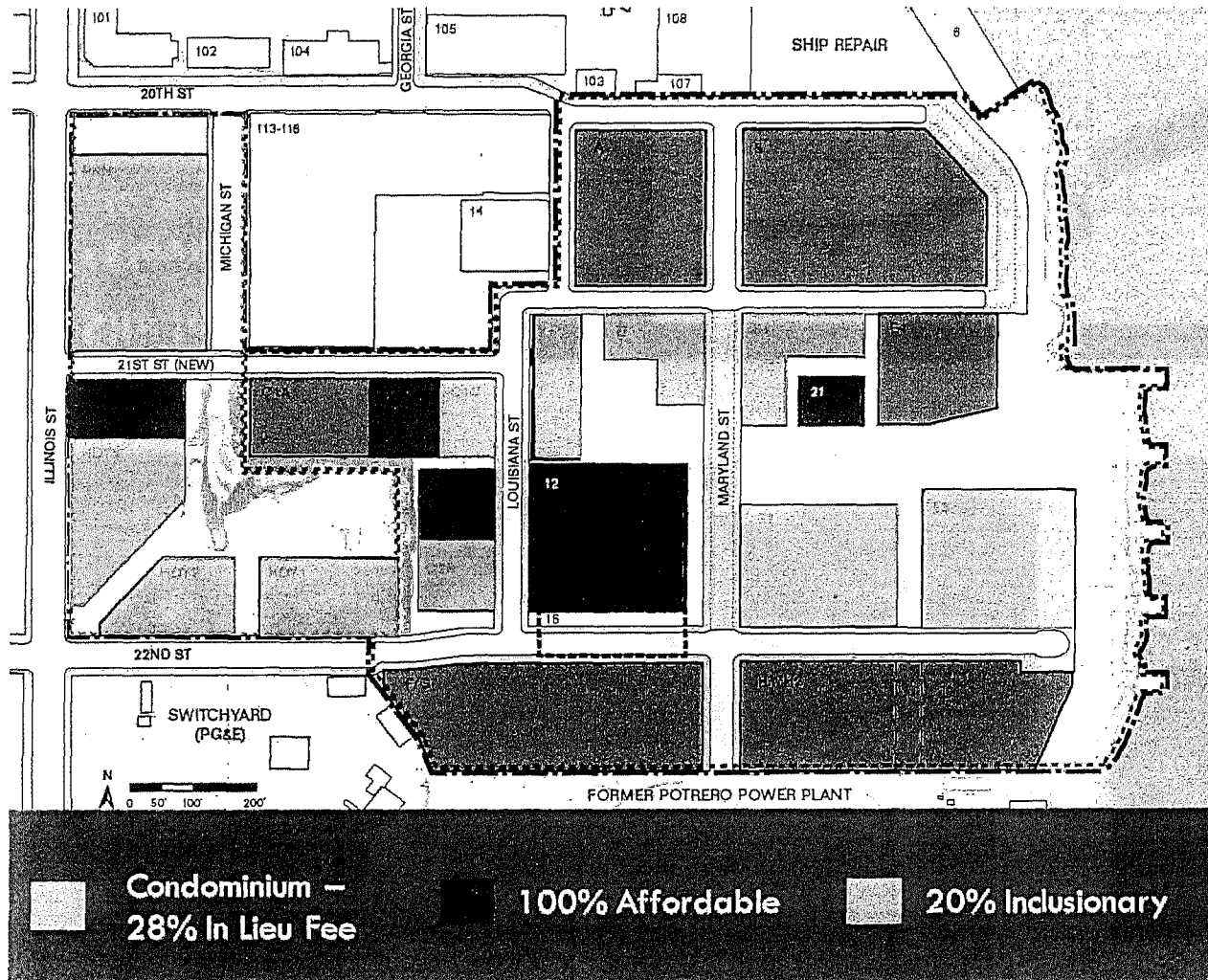
This site plan shows a detailed layout of a pier area, including buildings, parking lots, and other structures. The plan is oriented vertically on the page.



**Public Trust
Exchange**

This map shows a large area, possibly a park or public trust, with various zones and boundaries. The map is oriented vertically on the page.

470+ Units of Affordable Housing



20% inclusionary units in rental buildings

Three 100% affordable housing parcels

Generates gap funding for affordable housing:

- Tax increment from Hoedown Yard
- Jobs Housing Linkage Fees from office development
- In lieu fees from condo projects

Significant Sea Level Rise Protections

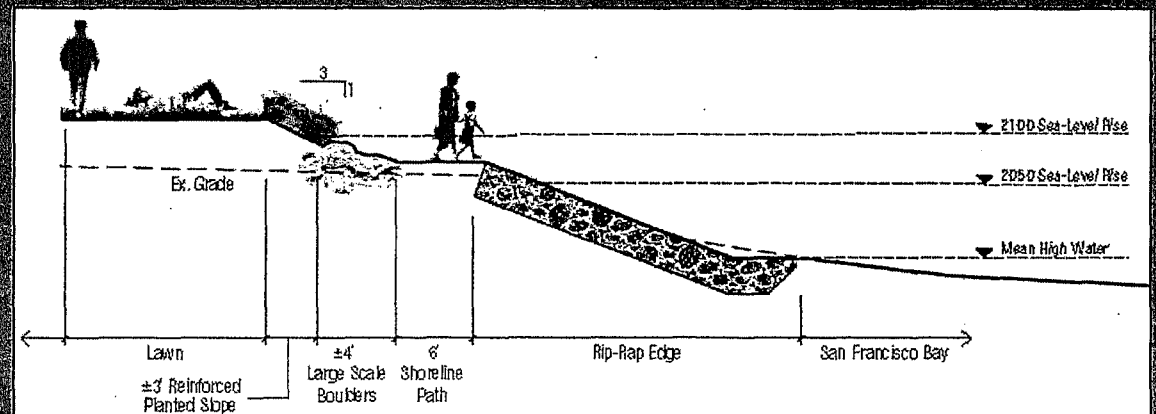


Shoreline Special Tax

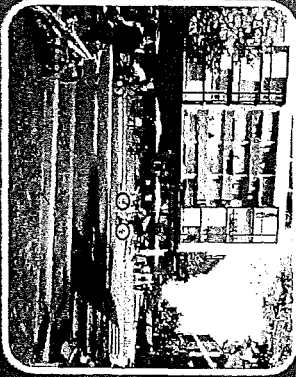
- New, long-term funding stream for shoreline protection
- Port-wide investments, including ongoing needs at Project

Site Improvements

- Elevation of buildings 4-8' to accommodate 66" of SLR
- Drainage away from buildings
- Shoreline protections



Significant Transportation Improvements



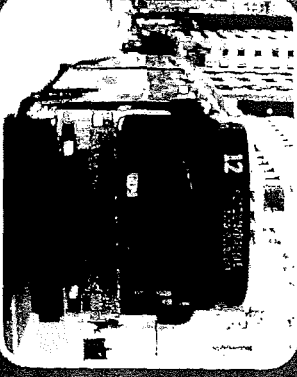
Site Design

- New street grid w/ Safe bicycle network with Class II and sharrows
- Bay Trail and Blue Greenway connections



Transportation Demand Management

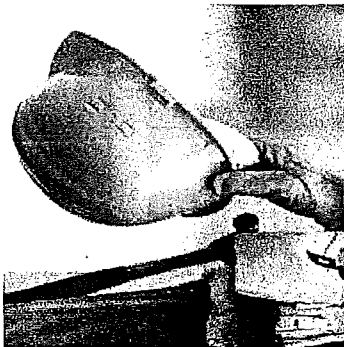
- Transit passes for residents
- Unbundled parking
- TMA with Shuttle to Muni, BART and Caltrain
- Reduce vehicle trips by 20%



\$45 – \$50M Impact Fees

- Upgrades to 10 and 12 MUNI Lines
- New 11 Line and XX MUNI Lines
- Precise routing subject to neighborhood outreach

Additional Public Benefits

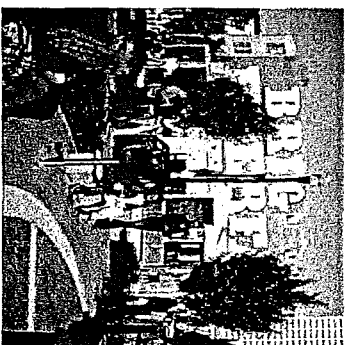


Economic Access & Diversity

- \$1M for CityBuild/Tech SF
- 17% LBE hiring goal
- Local hiring for construction

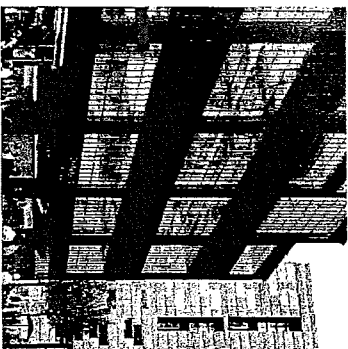
Parks and Open Space

- 9 acres new open space
- 1,380 feet of shoreline parks

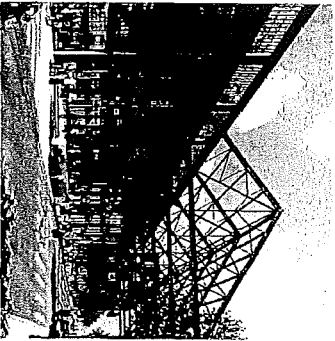


Retail and Industrial Uses

- 60,000 sf local market hall
- Minimum 50,000 sf PDR



Provides Additional Public Benefits



Historic Structure Rehab

- Buildings 2, 12, 21
- Interpretive design
- Building 15 frame over 22nd St.

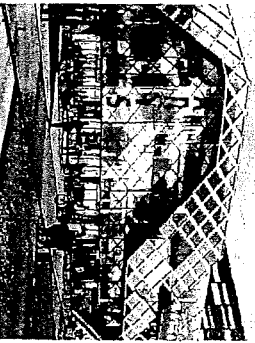
Community Facilities

- On-site child care
- \$2.5m for new community space

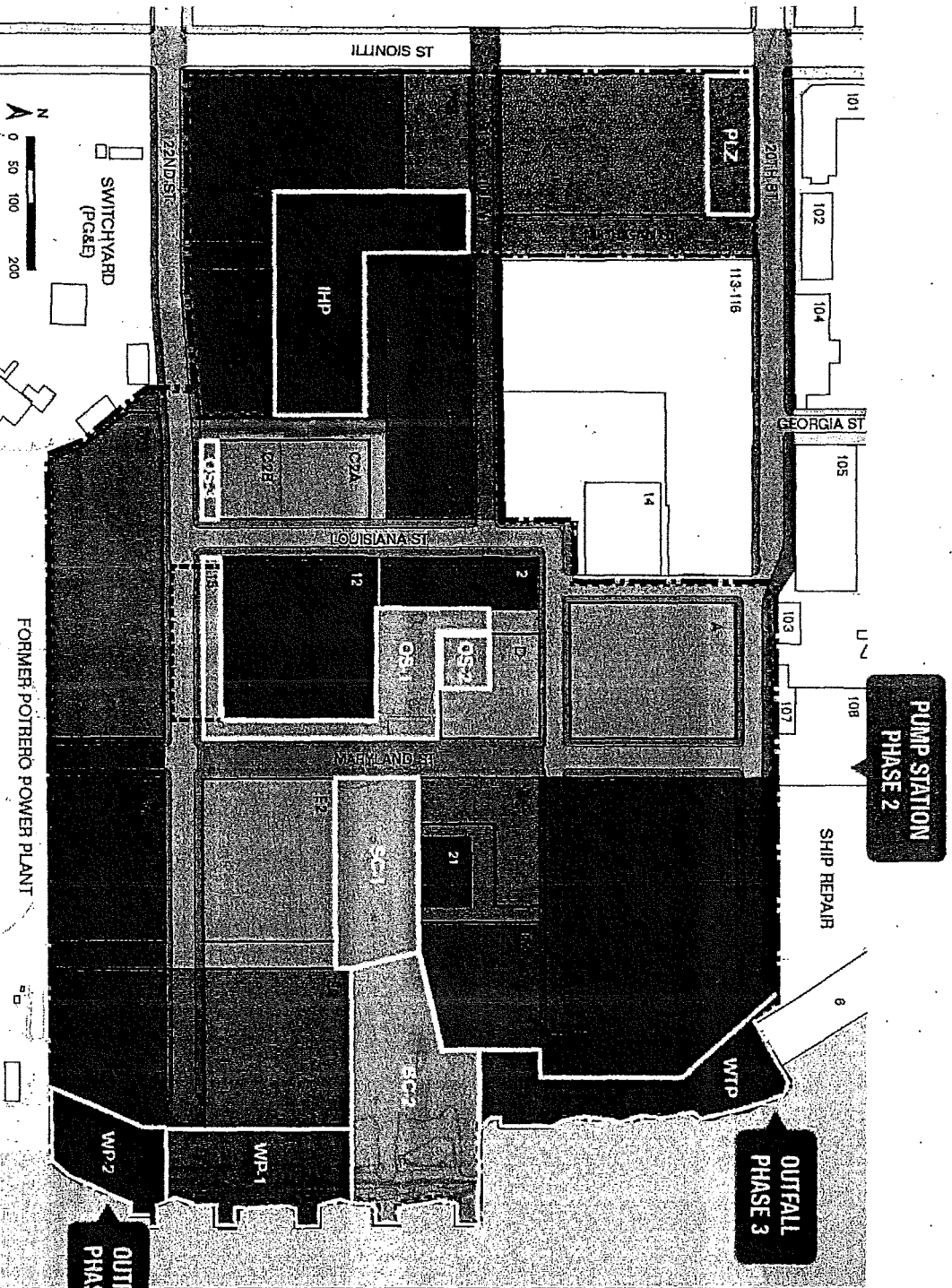



Noonan Tenants/Arts Building


- Relocation of artists on site
- Up to 90,000 sf arts building
- \$17.5m private fundraising





\$260M of Horizontal Improvement Costs



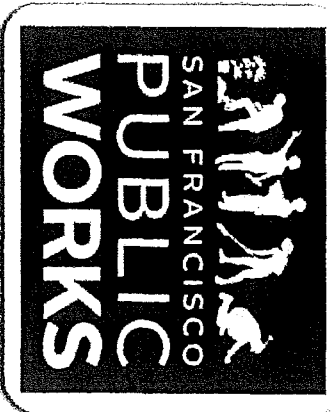
Phase 1  • \$140 million

Phase 2  • \$74 million

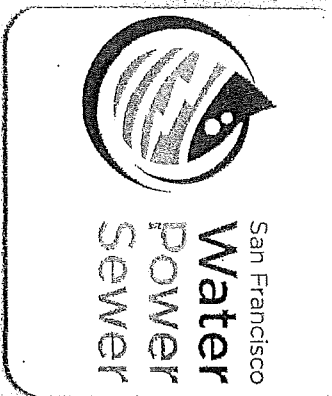
Phase 3  • \$46 million

OUTFALL PHASE 3 

Interagency Cooperation Agreement



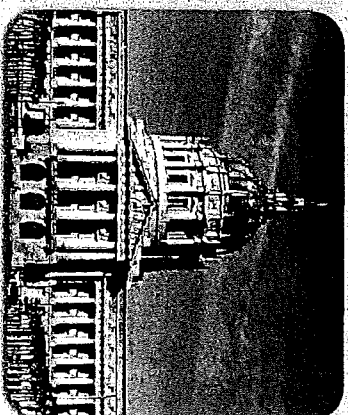
- Streets & Mapping**
- Coordination
 - Subdivision Map Applications
 - Consider exceptions to City standards
 - Accept streets meeting standards



- Utilities**
- Water
 - Wastewater
 - AWWSS
 - Stormwater
 - Power



- Chief Harbor Engineer**
- Complete Trust Exchange
 - Phase Applications under DDA
 - Coordinate permit applications & inspections
 - Schedule of Performance Compliance



- Consenting City Agencies**
- OEWD, MOHCD, and MOD
 - GSA, including SF Public Works
 - SFPUC
 - Port
 - SFMTA
 - Controller
 - City Administrator

DDA Governs Project, subject to Subdivision Code

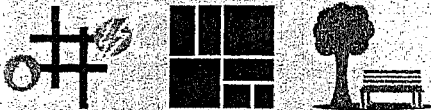
ForestCity



Horizontal
Improvements &
Public Benefits



- 28-Acre Master Lease
- Vertical DDAs (for vertical developers)
- 99 Year Parcel Leases (office & residential)
- Inspect & accept parks
- Coordinate with City agencies (street & infrastructure acceptance)



Schedule of
Performance

Horizontal
Development
Requirements

Attachments

- Financing Plan
- Infrastructure Plan
- Affordable Housing Plan
- Streetscape Plan
- Form of VDDA, Parcel Lease & Acquisition Agreement
- Jobs & Equal Opportunity Program
- Mitigation Monitoring & Reporting Program

DA Sets Vested Rights and Public Benefits

ForestCity



Vested Rights

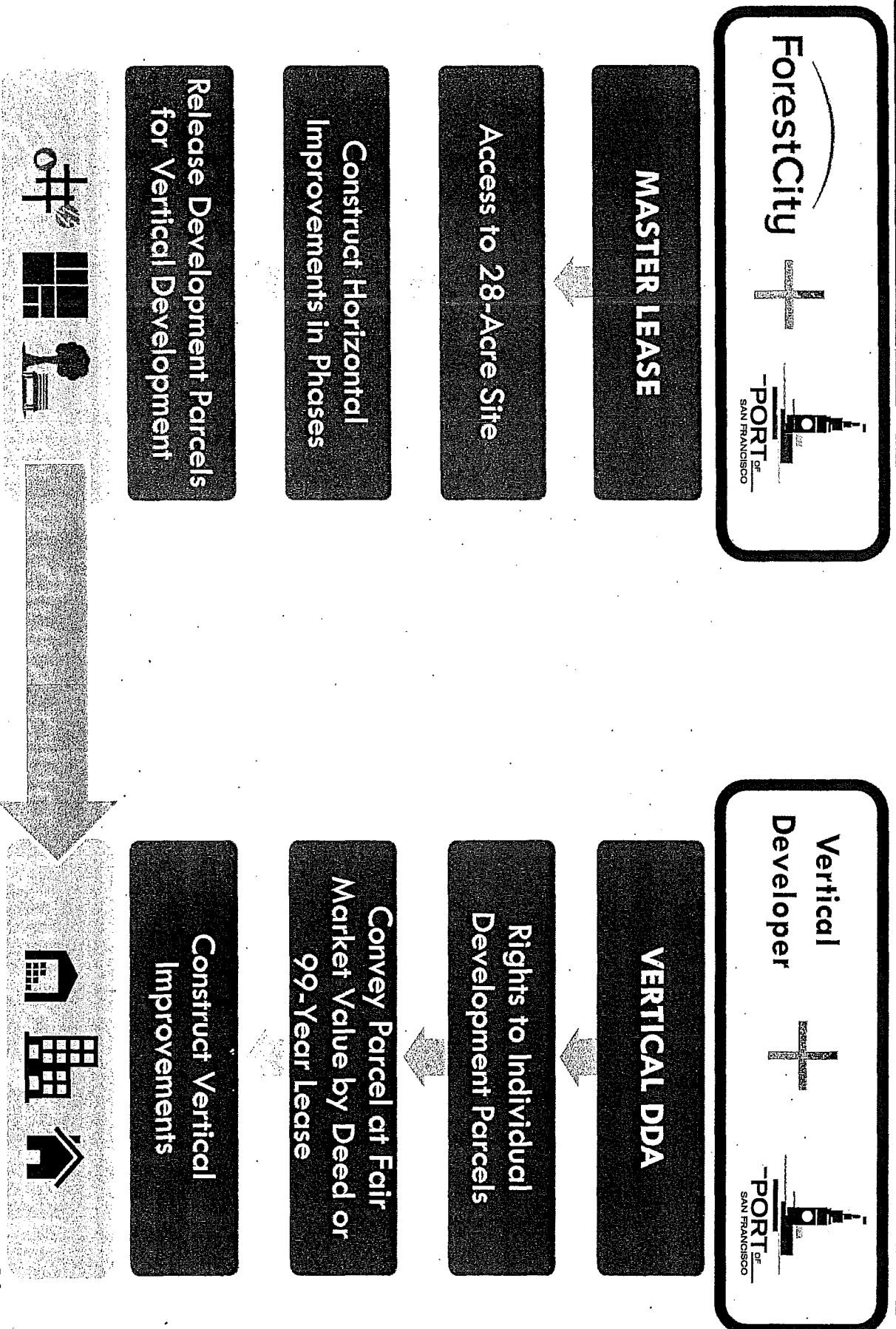


Public Benefits

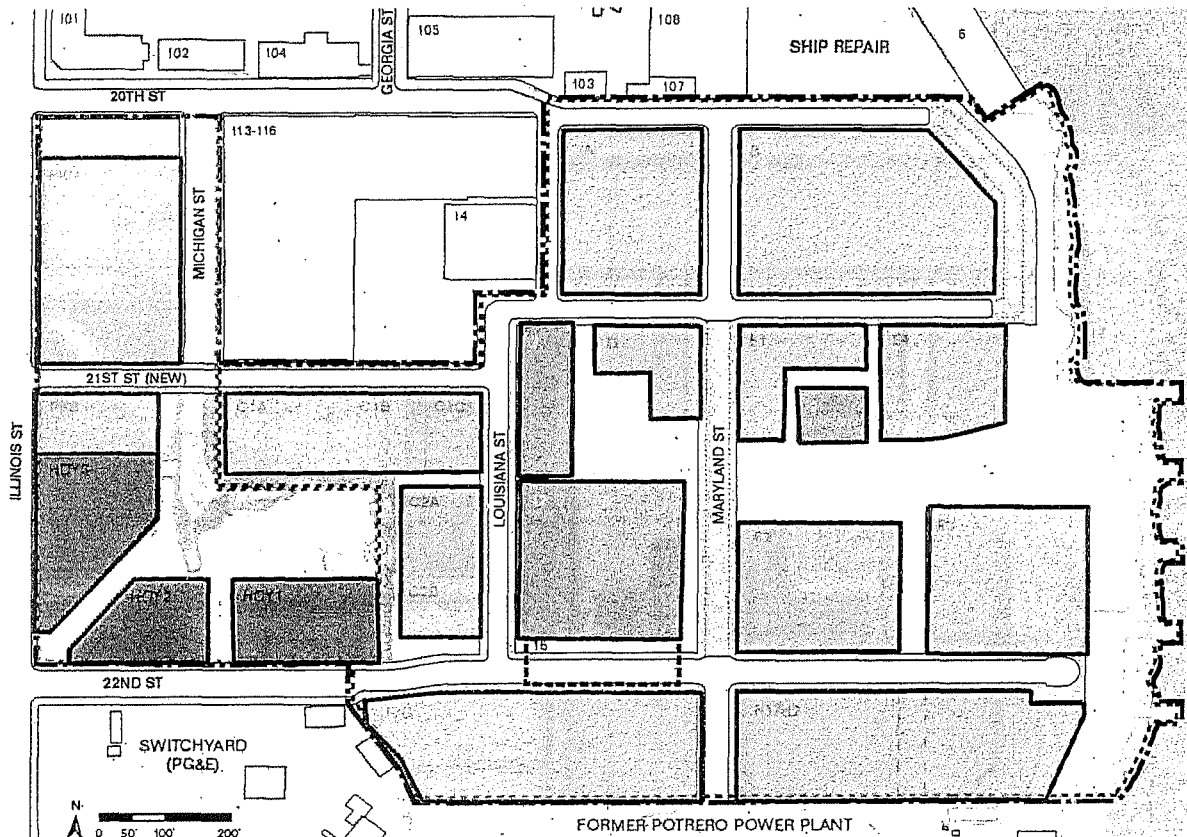
Right to Develop
Processing of Approvals
City & Port Building Code Standards
Fees & Exactions

Infrastructure Improvements
Affordable Housing
Noonan Building Replacement Space
PDR Space
On-site Child Care
Transportation Improvements
TDM Program
Workforce & LBE goals
Equal Benefits

Master Lease, VDDA Set Development Framework



IFD - Tax Increment Growth



**Infrastructure
Financing District**



**Infrastructure Revitalization
Financing District**

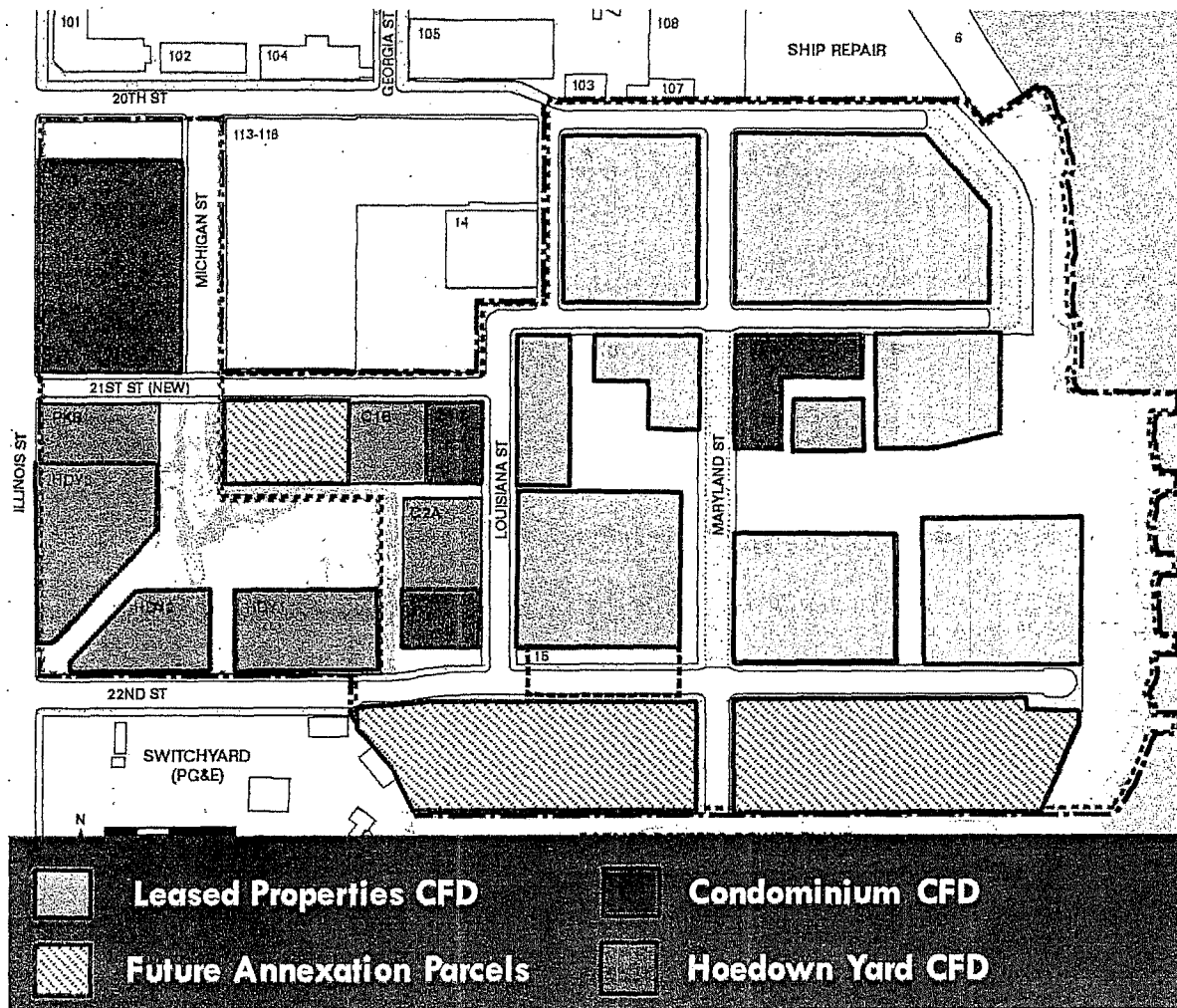
IFD

- Local & state tax increment
- 92% to 28-Acre facilities
- **8% to other Pier 70 needs;**
Port and BOS decide
allocation later (**\$24M**)
- After Project needs, **\$40M** to
seawall & sea level rise
- **General Fund** and **Harbor
Fund** protected

IRFD

- Affordable housing (**\$16 M**)
- Remainder to General Fund

CFDs - Early, Lower Cost Financing



Leased Properties CFD

- Public Improvements (credited)
- Arts Building
- Maintenance
- SLR Improvements

Condominium CFD

Approx. \$6,000/unit annually:

- Public Improvements
- Arts Building
- Maintenance
- SLR Improvements

Hoedown Yard CFD

Approx. \$6,000/unit annually:

- Irish Hill Park, purchase shoreline property
- Maintenance
- SLR Improvements

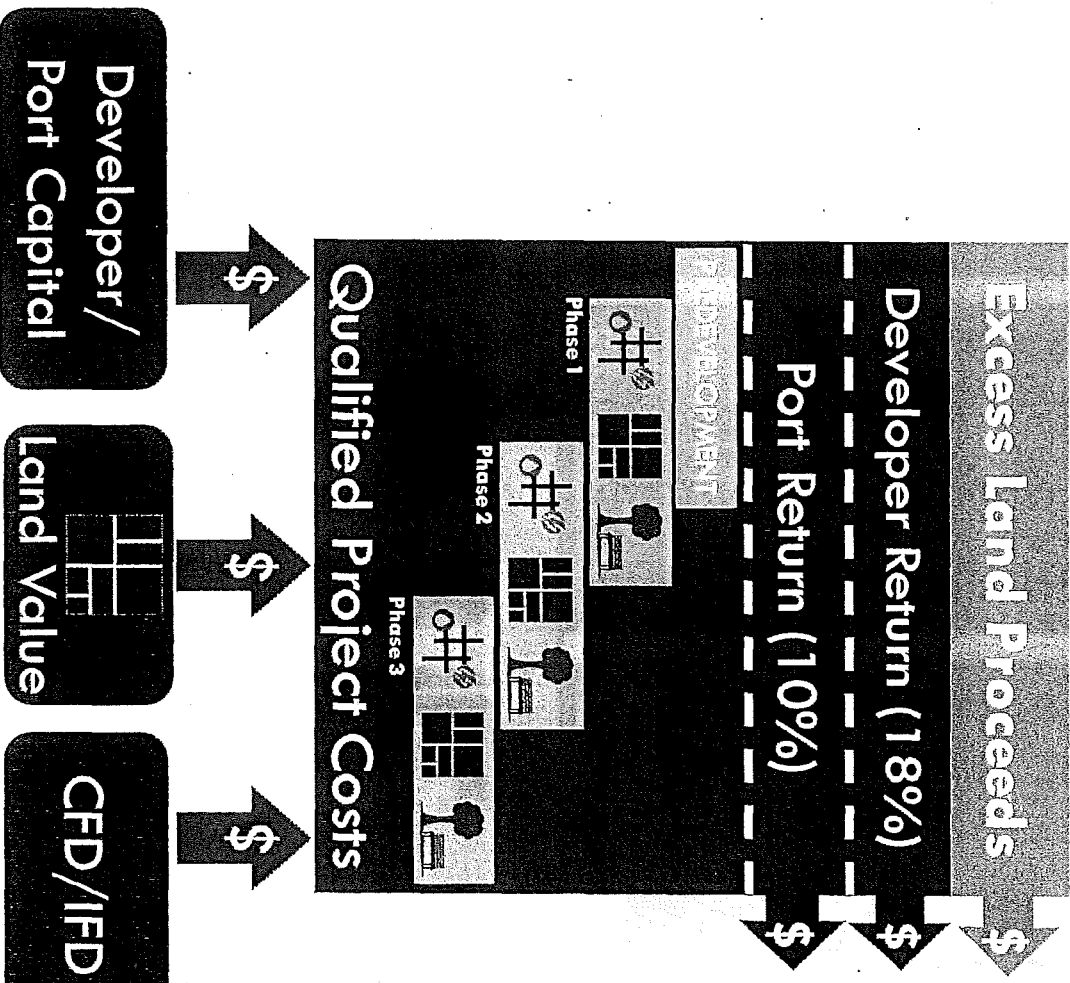
Total CFD SLR Funding:

\$60 M (2017\$)

28-Acre Site Maintenance: \$2.8M/year

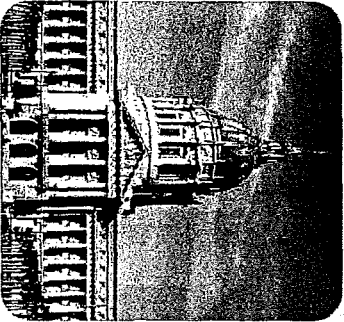
Irish Hill Park, Michigan St & Crane Cove Park: \$730k/yr

Project-Generated Financing



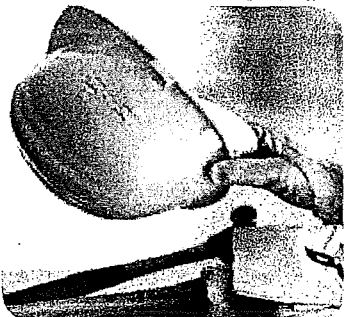
- STRATEGIES TO MAXIMIZE REVENUE SHARING**
- Limit Developer Capital
 - Early Public Financing
 - Port Capital

Project Provides Direct + Indirect Benefits



Fiscal Benefits

- \$8M new annual revenues to General Fund
- CFD Maintenance Taxes
- \$184M Impact Fees



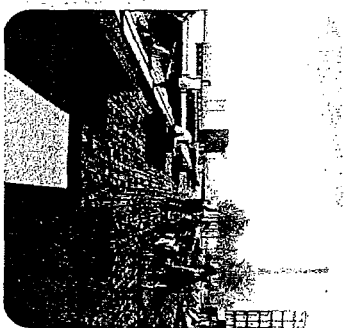
Economic Benefits

- \$2B construction activity
- 17k construction jobs
- 11.4k new permanent jobs
- 2k new residential units



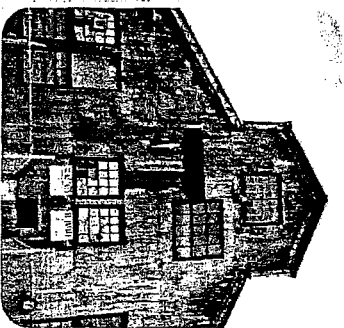
Port Financial Benefits

- \$102M land revenues



Public Access Facilities

- Parks and Open Space
- Pedestrian Connections
- Bicycle Networks



Other Public Benefits

- Urban Revitalization
- Historic Preservation
- Affordable Housing
- Sea Level Rise Protections

Net Financial Benefits

September 2017 Base Underwriting (No Port Capital)

Nominal
Revenues over
~120 Years

Net Present
Value 2017\$

Developer Cash Flow		
Capital Contributions	(\$152 Million)	(\$122 Million)
Capital Distributions	\$152 Million	\$100 Million
Developer Cash Flow (Profit, After Capital is Repaid)	\$227 Million	\$94 Million
Developer IRR	18.7%	
Net Financial Benefit to Port & City		
Port Land Revenues (Repayment of Port Advances, Parcel Lease Rent, Participation Rent, Condo Transfer Fees)	\$4 Billion	\$102 Million
Port's Share of IFD for Pier 70 Wide Facilities	\$146 Million	\$24 Million
Trailing Tax Increment for Seawall and SLR	\$555 Million	\$40 Million
CFD Revenues, Net of Project Costs, for Seawall and SLR	\$2 Billion	\$60 Million
Total Financial Benefit to Port & City	\$7 Billion	\$226 Million

IFD and CFD
projected to create
~\$99 M (2017) for
the Seawall and
SLR

**72% of Port Land
Revenues not
contingent on 18%
IRR**

Up to \$37 million
for HOPE VI,
subject to later
BOS approval.

Next Steps

Board of Supervisors
Consideration –
Transaction

Board of Supervisors
Consideration – CFD
Formation

October

November

Spring 2018

Board of Supervisors
Consideration – IFD,
IRFD

Subdivision mapping
process and initial
site prep

Thank You



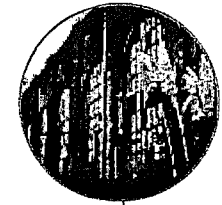
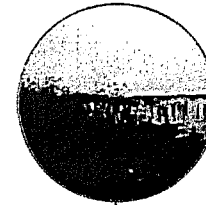
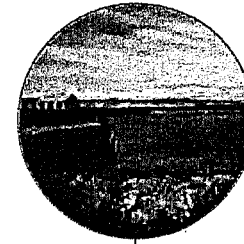
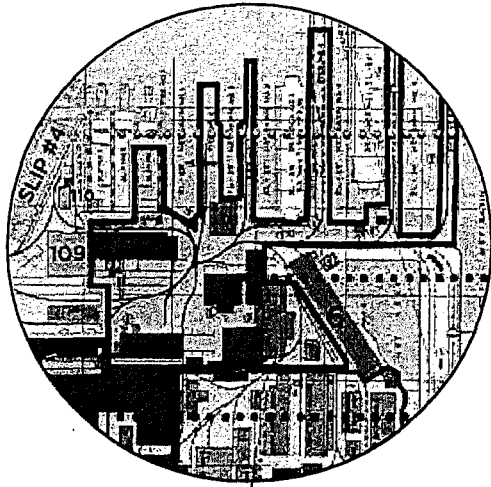


+ PIER 70

**BUDGET & FINANCE
COMMITTEE HEARING**

October 19, 2017

FILE# 170603, 170608
170988



2007 ----- 2008 ----- 2009 ----- 2010 ----- 2011 ----- 2012 ----- 2013 ----- 2014 ----- 2015 ----- 2016 ----- 2017 ----- 2018 -----

**Port Preferred Master Plan
Planning and Outreach**

**Forest City Selected as
Development Partner**

**Ongoing Public
Events Begin**

**Prop F
Passes**

**CEQA
Review Begins**

DEIR

**Project
Approval**



**3 YEARS
Port Master Plan**



**5 YEARS
of Extensive Planning**



**2 YEARS
of Technical Studies
and Refinement**



**Prepare
for
Construction**

GATHERINGS

community meetings

workshops

artist narratives

photo journal

open houses

events

STAKEHOLDERS

residents

artists/artisans

community stakeholders

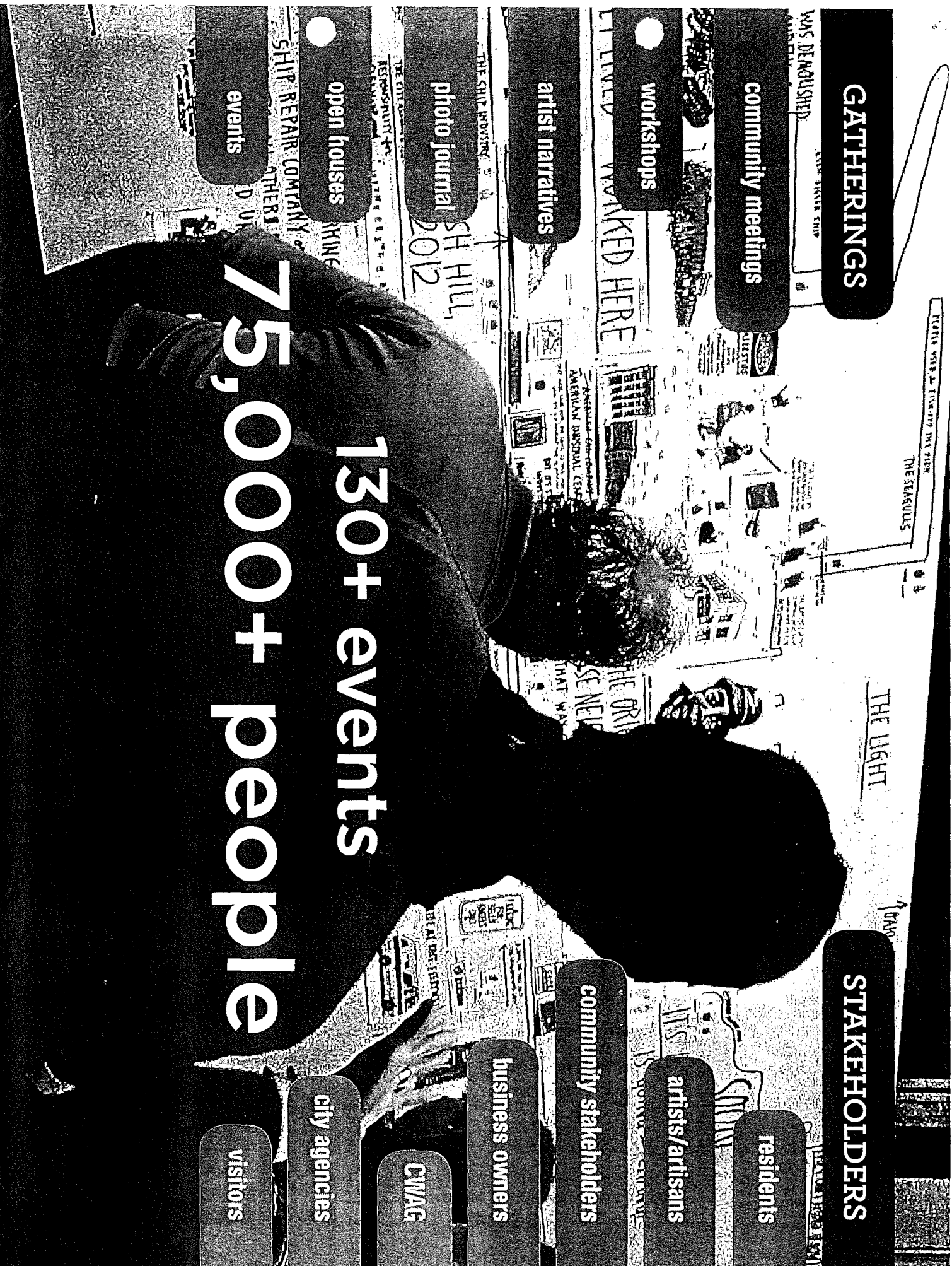
business owners

CWAG

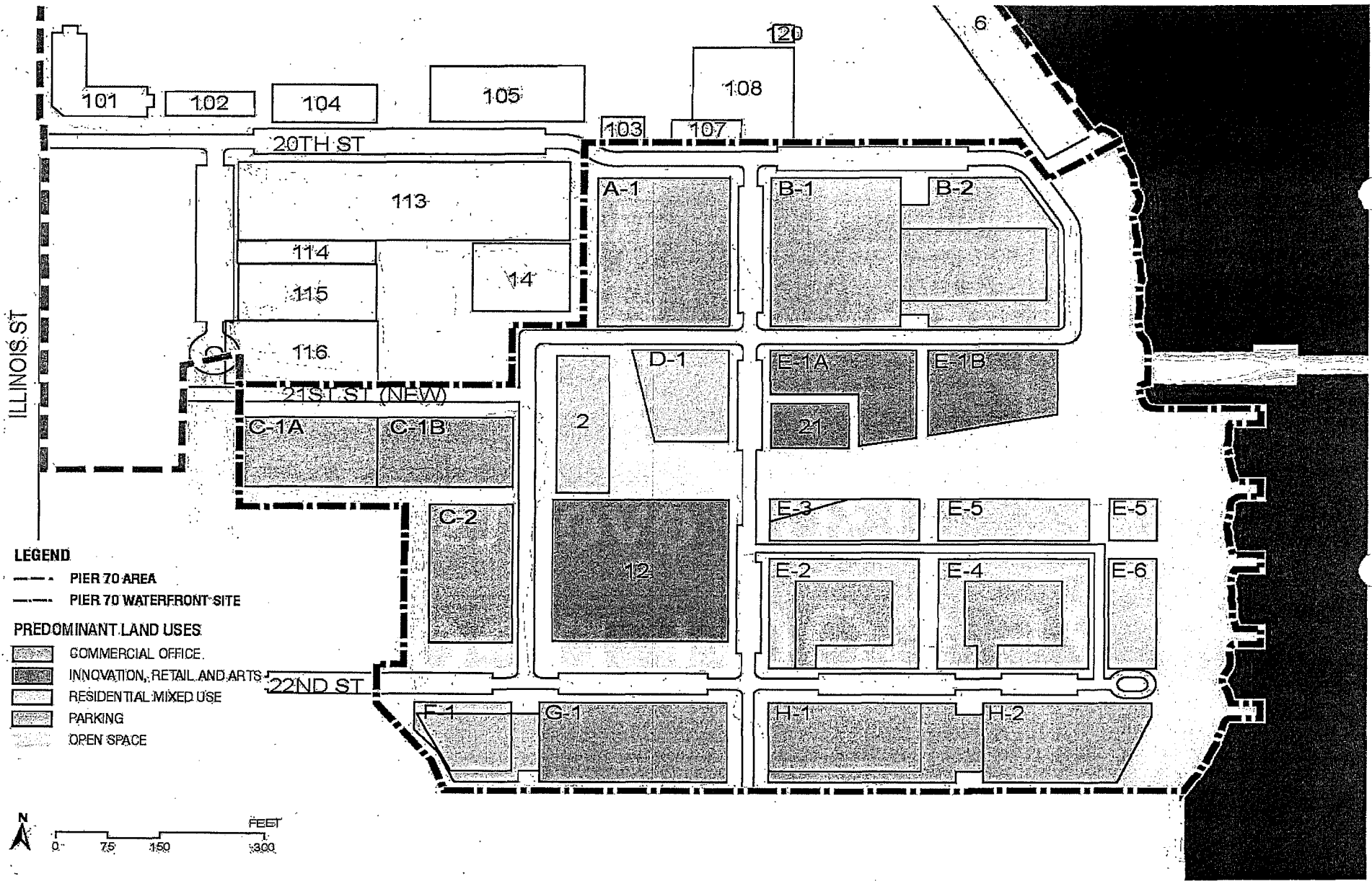
city agencies

visitors

130+ events
75,000+ people



2013 TERM SHEET PLAN (ENDORSED BY BOARD OF SUPERVISORS)





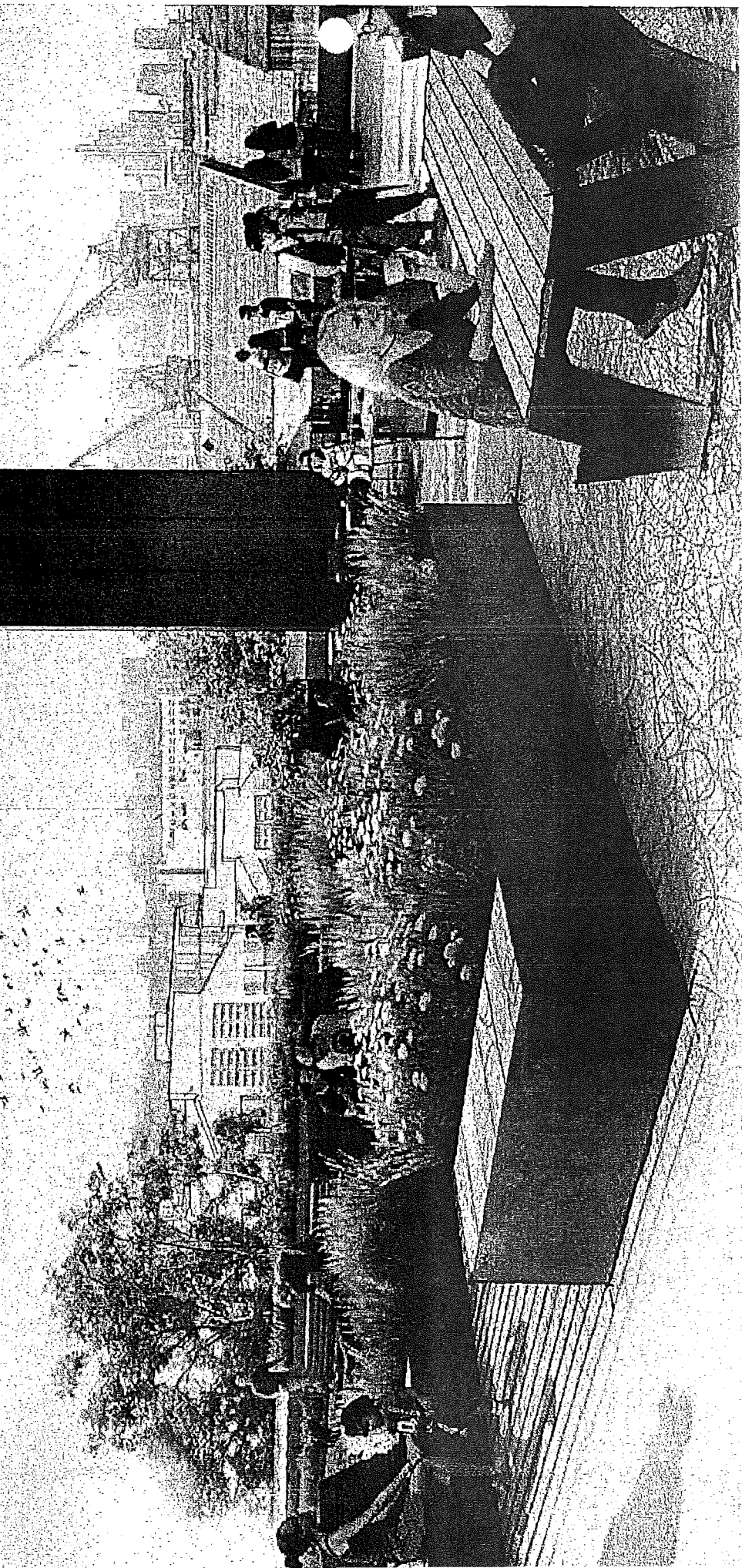
PROP F (2014)

Passes with

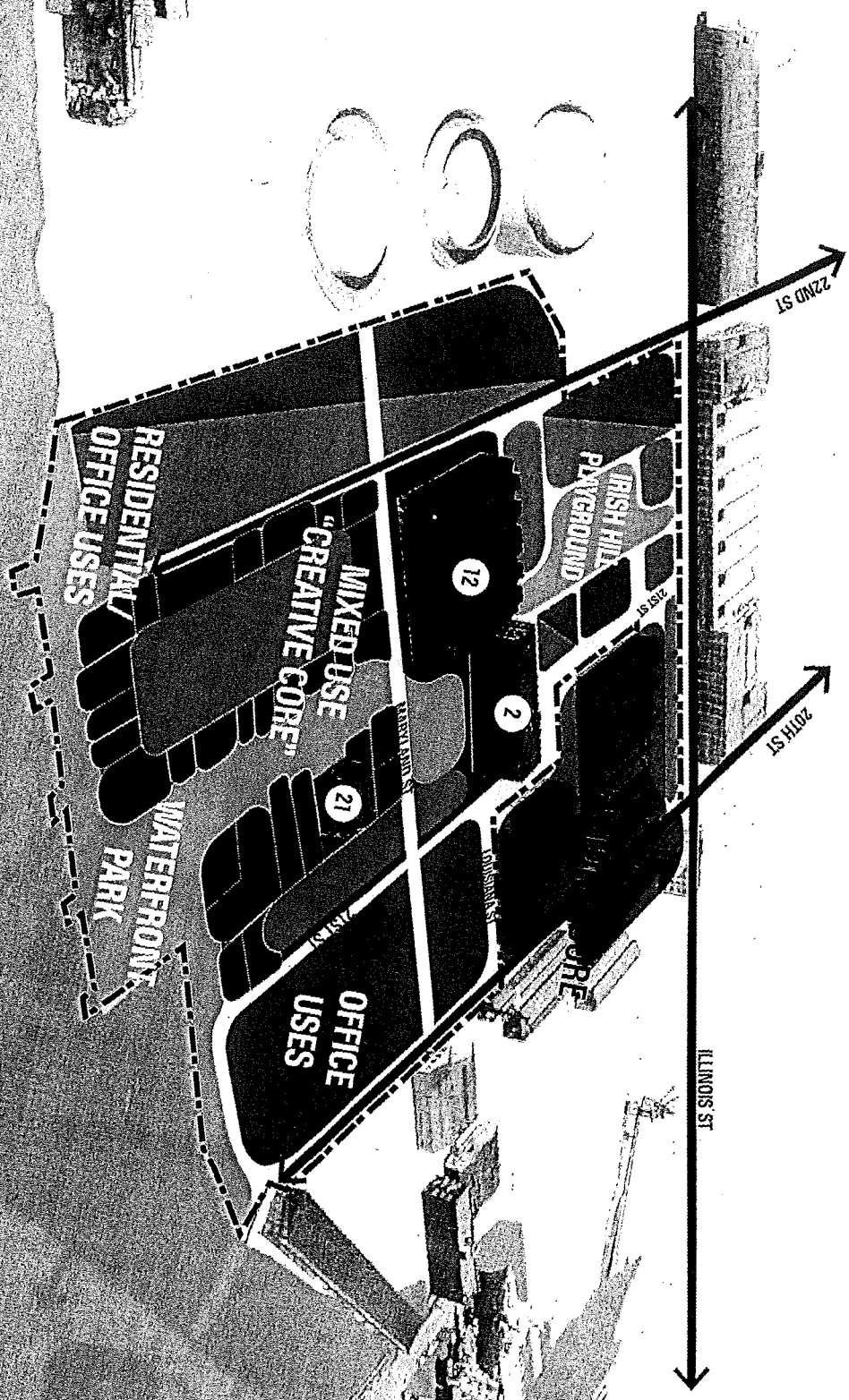
73% support

- 90' MAXIMUM HEIGHT
- NINE ACRES OPEN SPACE
- 30% AFFORDABLE HOUSING
- LOCAL HIRE COMMITMENT
- REHABILITATE HISTORIC BUILDINGS
- NOONAN ARTISTS COMMUNITY PRESERVED
- 1-2 MILLION SF COMMERCIAL SPACE
- 1,000-2,000 RESIDENTIAL UNITS

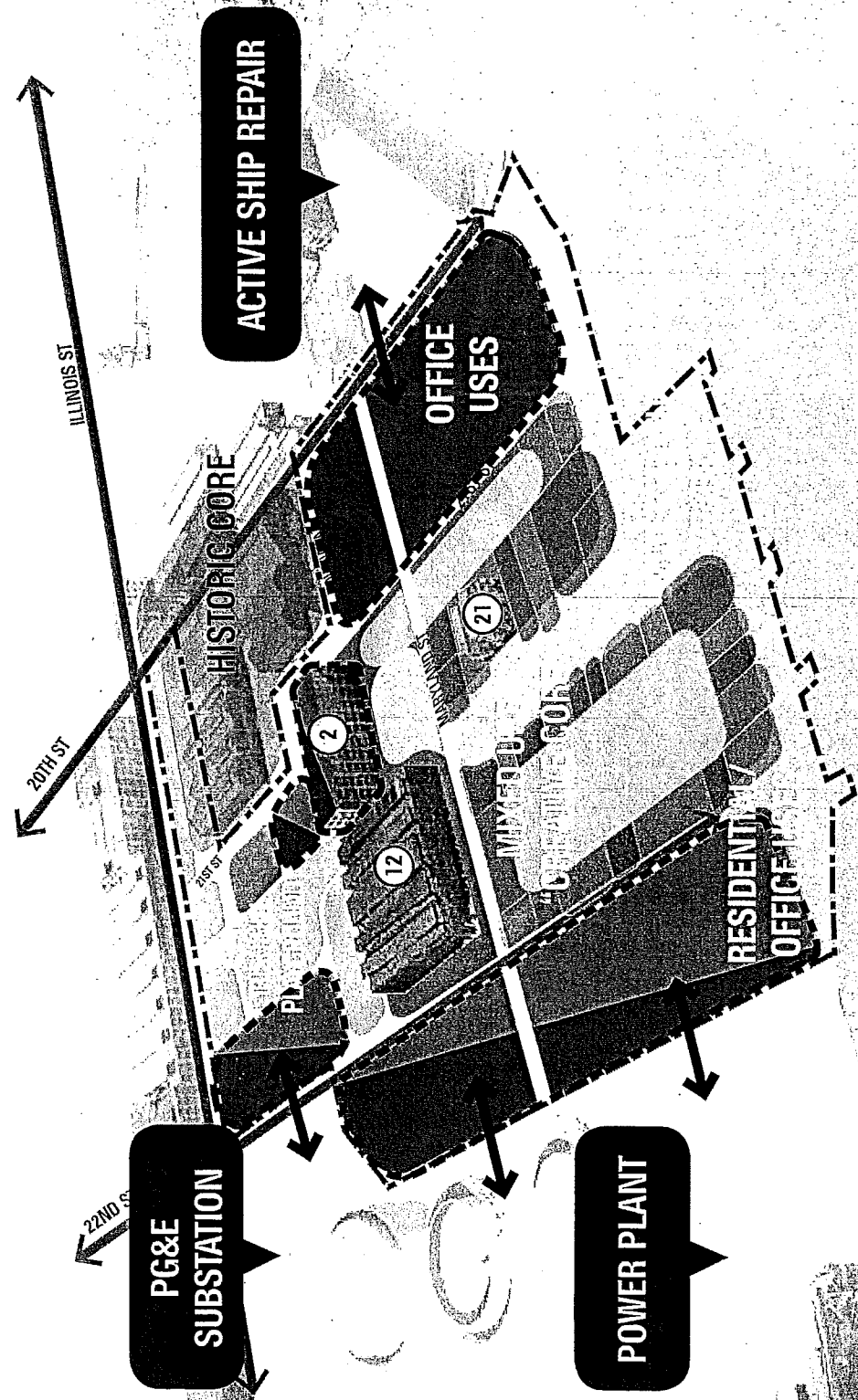
Making a Great Place



CONCEPT FRAMEWORK

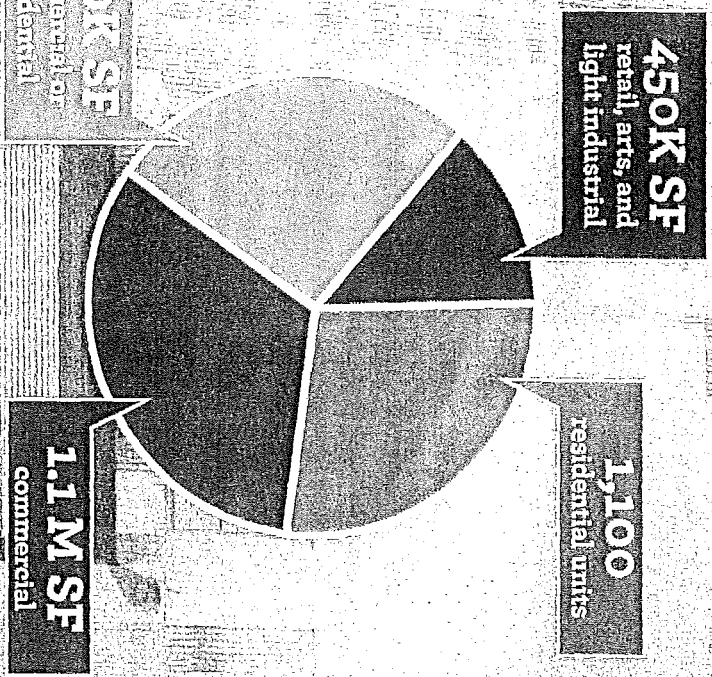


CONCEPT FRAMEWORK



PROGRAM OVERVIEW

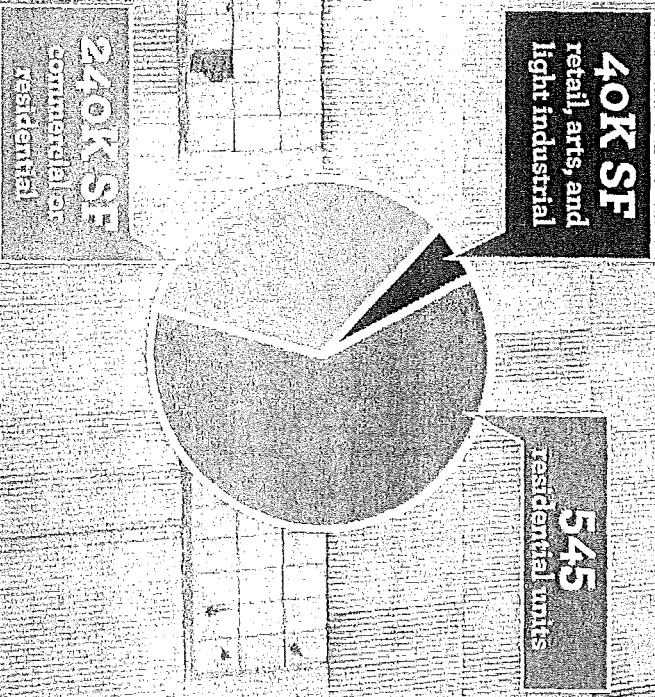
Waterfront Site



Total SUD Program:

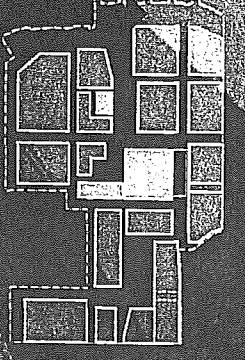
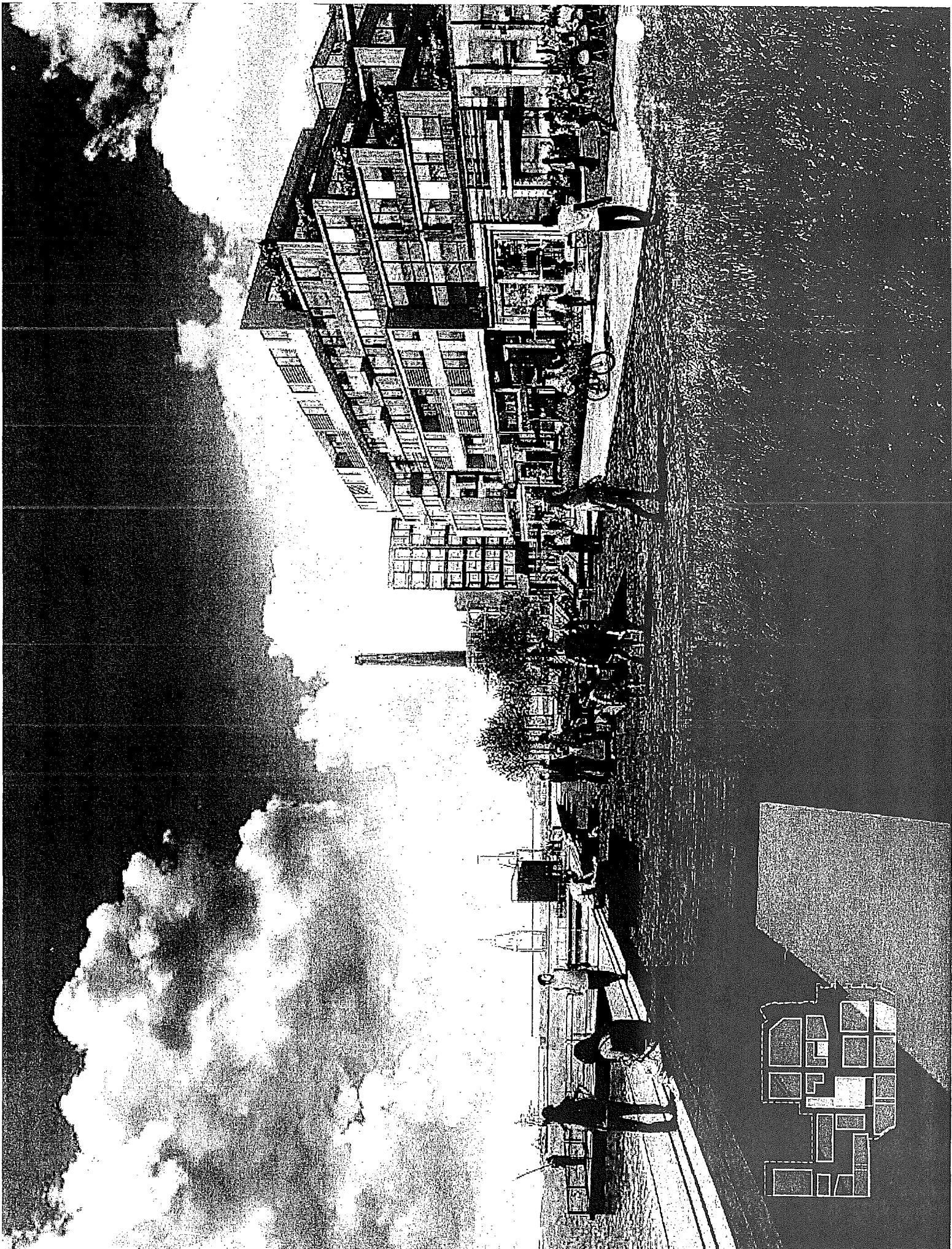
~2,300
minimum
residential units

Illinois Parcels

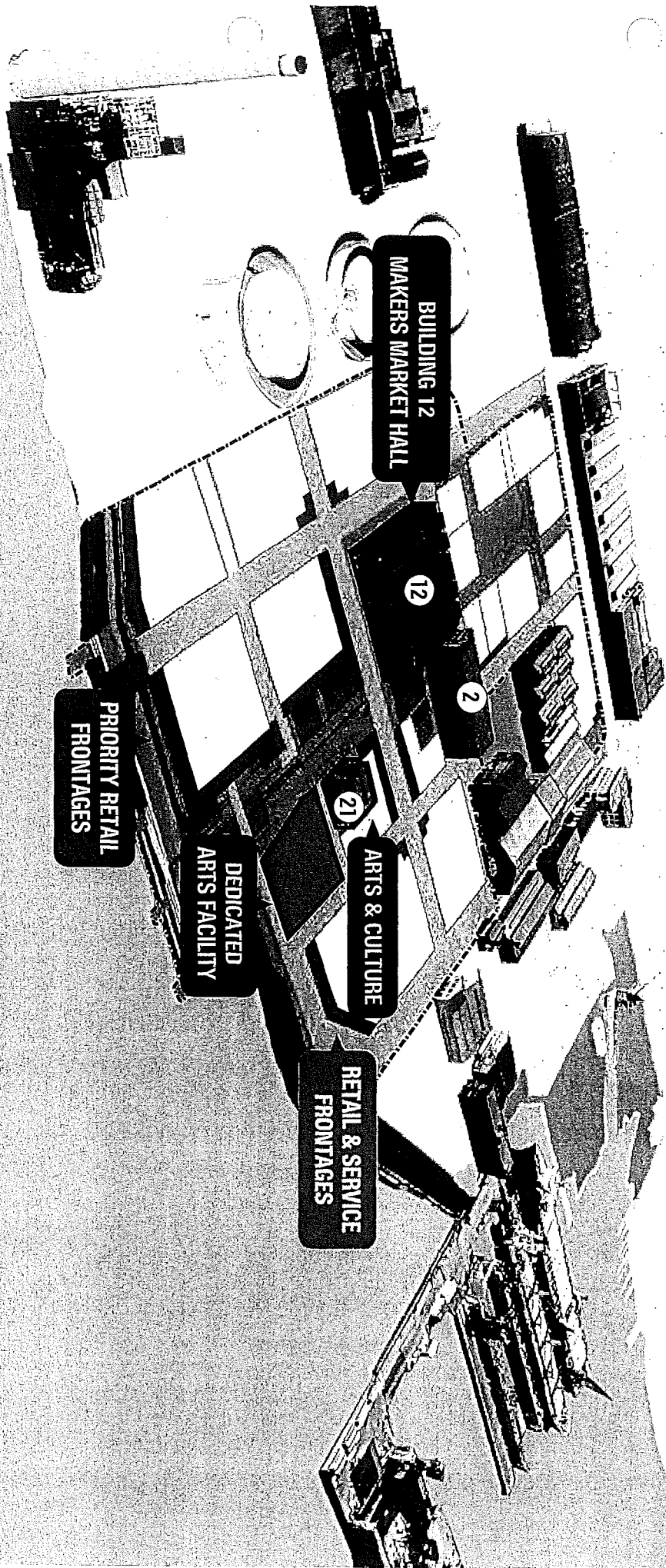


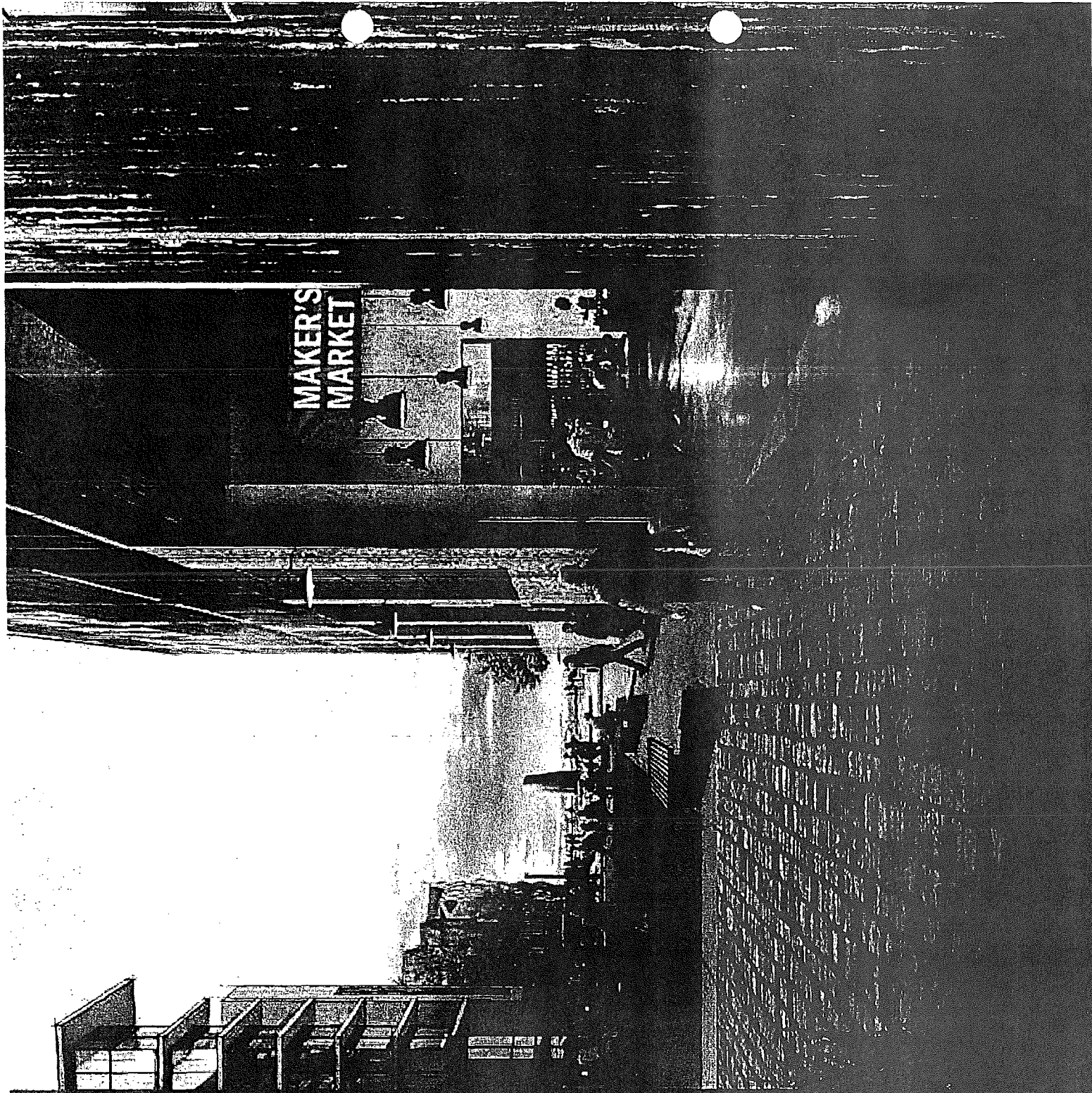
~1.1M SF
minimum
commercial

~650K SF
commercial or
residential

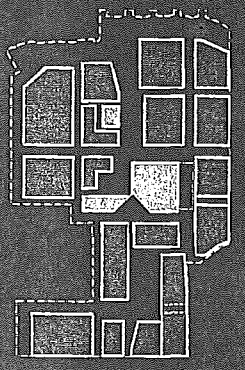


RETAIL, ARTS, AND LIGHT INDUSTRIAL





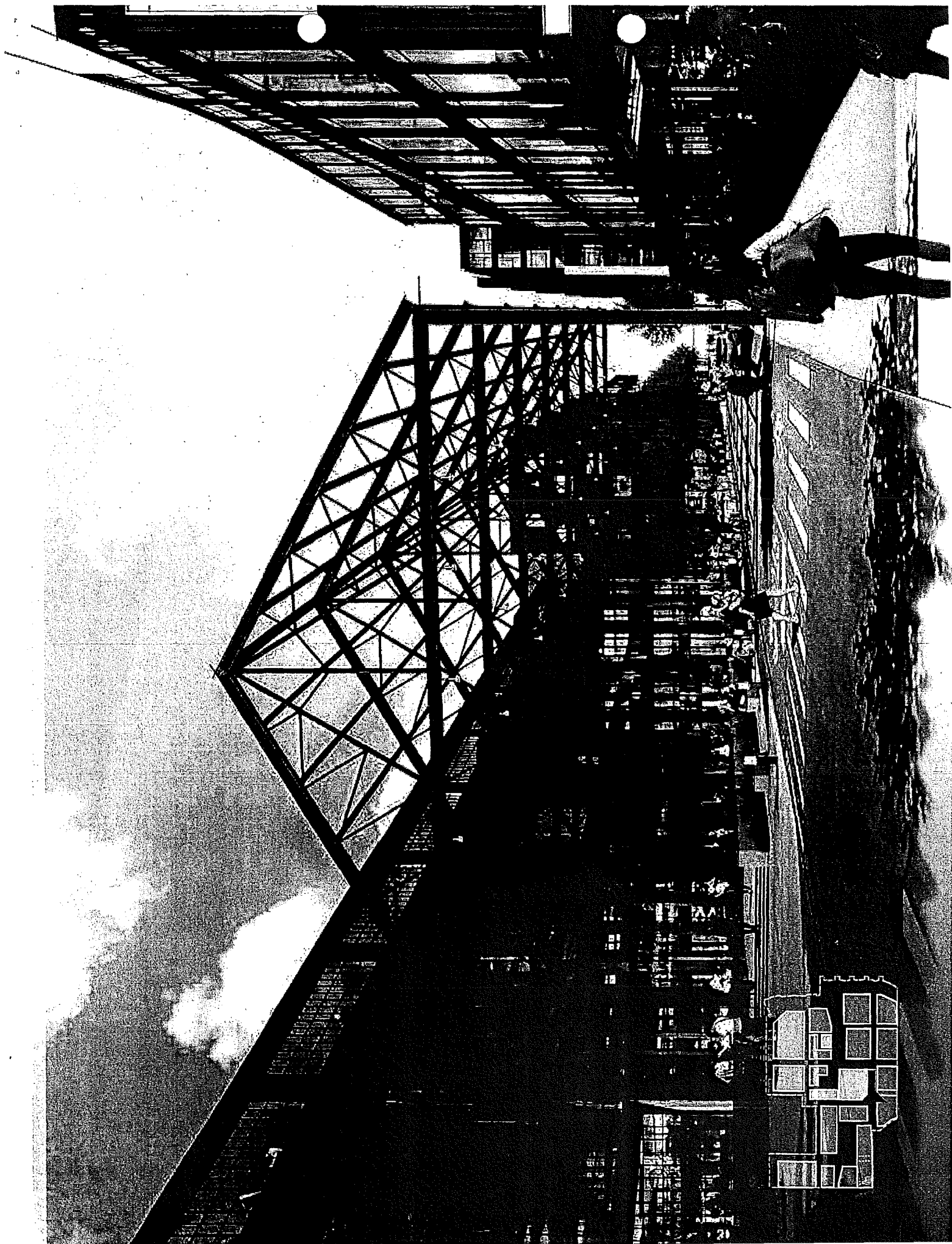
MAKER'S
MARKET

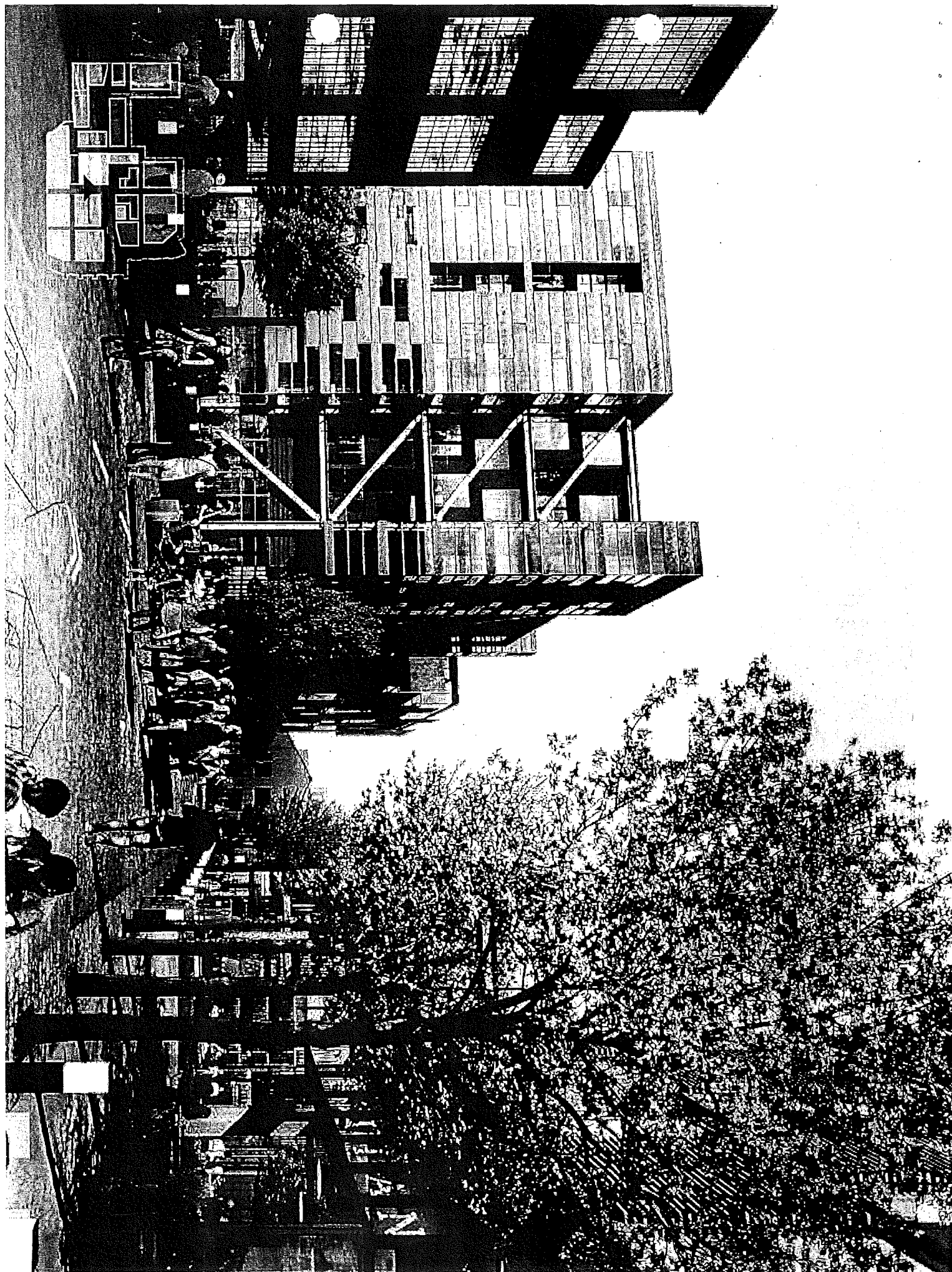


The Pier 70 D4D
 regulates use, open space, streetscape
 & parking, and architectural
 design.

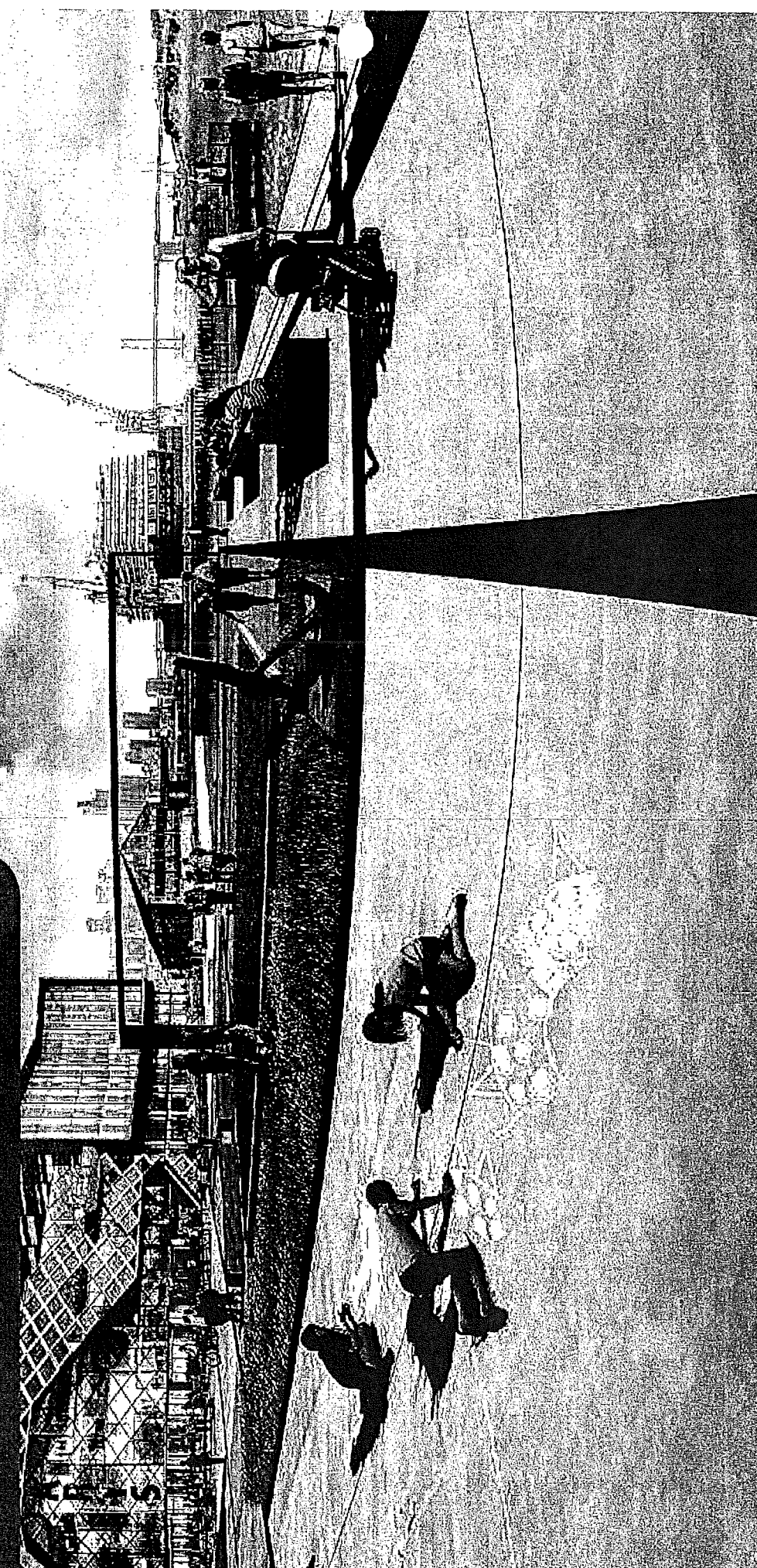
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				Explanatory Explanatory	





Thank you



PIER 70 SUD INFRASTRUCTURE PLAN

September 19, 2017

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1. INTRODUCTION / PROJECT DESCRIPTION

1.1 Purpose

This Infrastructure Plan is an exhibit to the Interagency Cooperation Agreement (ICA) between Forest City Pier 70, LLC (Developer), the Port of San Francisco (Port) and relevant agencies from the City and County of San Francisco (City), Port, and Developer for the Pier 70 Special Use District (SUD) Project (Project). The Infrastructure Plan defines the Infrastructure (as referred to as Horizontal Improvements in the ICA) for the Project and identifies the responsibilities of the City, Port and Developer for design, construction and operation of the Infrastructure, including elements of sustainability, environmental management, demolition, geotechnical improvements, grading, street and transportation improvements, open space and park improvements, potable water system, non-potable water system, auxiliary water supply system, combined sewer system, stormwater management system and dry utility system.

1.2 Site Description

The Project site consists of an approximately 35-acre area bounded by Illinois Street to the west, 20th Street to the north, San Francisco Bay to the east, and 22nd Street to the south. Two development areas constitute the Project site. The "28-Acre Site" is an approximately 28 acre area generally located between 20th Street, Michigan Street, 22nd Street, and San Francisco Bay that includes a number of Port-owned parcels within the overall Pier 70 area. The "Illinois Parcels" form an approximately 7-acre site that consists of an approximately 3.4-acre Port-owned parcel along Illinois Street at 20th Street and the approximately 3.6-acre "Hoedown Yard," at Illinois and 22nd Streets, which is owned by PG&E. The Hoedown Yard includes a City-owned 0.2-acre portion of the Michigan Street right-of-way that bisects the parcel.

1.3 Land Use

Under the proposed Pier 70 Special Use District (SUD), the Project will include a mixed-use land use program that includes residential, commercial office, district parking, retail, arts, light industrial and open space uses. Several parcels are zoned to allow either residential, district parking or commercial office uses – for this reason, the Project Environmental Impact Report (EIR) analyzes both a maximum residential scenario and a maximum commercial scenario. Through the course of Project build-out, land uses will be selected for each parcel through the Phase Submittal and parcel disposition processes. In order to provide a conceptual system design that functions in either development scenario (or a blend between the two), where the scenarios impact infrastructure design, this Infrastructure Plan analyzes the scenario that conservatively controls design. The following land use tables are used to determine infrastructure demands in this document only. These numbers do not represent the final land use program and may be adjusted in the future within the limits studied under the EIR. Adjustments will not significantly change the utility demands.

Table 1.0: Land Use, Maximum Residential Scenario

Land Use	28-Acre Site	Illinois Parcels	Project Total
Residential	2,155 units	870 units	3,025 units
Commercial	884,200 gsf	11,800 gsf	896,000 gsf
Retail	234,992 gsf	33,360 gsf	268,352 gsf
Restaurant	58,748 gsf	8,340 gsf	67,088 gsf
Art/Light Industrial	143,110 gsf	-	143,110 gsf

Table 1.1: Land Use, Maximum Commercial Scenario

Land Use	28-Acre Site	Illinois Parcels	Project Total
Residential	1,326 units	518 units	1,844 units
Commercial	1,739,450 gsf	243,900 gsf	1,983,350 gsf
Retail	237,174 gsf	37,899 gsf	275,073 gsf
Restaurant	59,294 gsf	9,475 gsf	68,769 gsf
Art/Light Industrial	143,110 gsf	-	143,110 gsf

1.4 Infrastructure Plan Overview

This Infrastructure Plan describes the construction and development of Infrastructure to be provided by Developer for the Project, including associated off-site improvements needed to support the Project. The Project shall use the San Francisco Subdivision Regulations (Subdivision Regulations) and Port Building Code as the basis for design standards, criteria, specifications, and acceptance procedures for Infrastructure in the Project.

This Infrastructure Plan also describes the Project Infrastructure obligations of the City, Port and other City Agencies. As a condition of the Developer's performance under this Infrastructure Plan, the Developer shall obtain requisite approvals in accordance with the ICA.

This Infrastructure Plan focuses on the Infrastructure required to build the Project as described in the Project EIR. The EIR also includes a number of Project variants, which may or may not be implemented. Some of these variants are also described in the Infrastructure Plan, but are not required components of the Infrastructure.

1.5 Developer's Obligations

The Development Term Sheet between the Port and the Developer includes requirements for the Developer to process entitlement approvals and environmental clearance through the EIR for the entire Pier 70 SUD Project, consisting of 35 acres in total. However, the Developer's Infrastructure obligations do not include all of the Infrastructure required within the Pier 70 SUD Site. While infrastructure planning and conceptual design has been performed for the whole Project in support of the entitlement and EIR efforts, the scope of this Infrastructure Plan is limited to only those responsibilities assigned to the Developer. Developer (or its assignee) has Infrastructure obligations that are generally limited to design and construction of Infrastructure within the Developer Obligation Area shown in Figure 1.0, which includes the 28-Acre Site and within the right-of-ways of the Numbered Streets outside the 28-Acre Site. Numbered Streets consist of 20th, 21st, and 22nd Street between Illinois Street and the western boundary of the 28-Acre Site. In addition to the improvements within the Developer Obligation Area, Developer is obligated to design and construct several offsite improvements, including: a new AWSS main in 20th Street between the connection to existing at 3rd Street and Illinois Street; a possible new AWSS main in 22nd Street between Maryland Street and the existing AWSS to the west contingent upon the conditions stated in Section 13.3; the combined sewer pump station and associated structures just north of 20th Street in the vicinity of Building 108; traffic signalization at 20th Street, 21st Street, and 22nd Street; retaining walls required to support the public right-of-way at certain locations; and a combined sewer force main replacement in Illinois Street between 20th Street and 21st Street if deemed necessary by the SFPUC (see Section 14.2), at its sole discretion, after considering the results of a condition and sizing assessment to be performed by the Developer.

The Developer's Infrastructure obligations exclude certain improvements outside of the Developer Obligation Area associated with the Remainder Area shown in Figure 1.0 to be

designed and constructed by the Port or other 3rd Parties. Specifically, exclusions to the Developer's obligations relating to the Remainder Area consist of, but are not limited to, the following work to be performed by others: 22nd Street AWSS extension between 3rd Street and Illinois Street to serve Hoedown Yard development, Illinois Streetscape Frontage; Illinois Parcels Service Infrastructure; the Irish Hill Playground; 20th Street Plaza; Michigan Street improvements; and generally scope related to environmental management, demolition & abatement, sea level rise mitigation, geotechnical improvements, site grading and drainage within the Illinois Parcels Site. In addition, the potential District Parking Structure and rehabilitation of existing Buildings 2, 12 and 21 to remain, which is not considered an element of Infrastructure, are explicitly excluded from the Developer's obligations.

1.6 Property Acquisition, Dedication, and Easements

The mapping, street vacations, property acquisition, dedication and acceptance of streets and other Infrastructure improvements will occur through the Subdivision Map process in accordance with the San Francisco Subdivision Code and San Francisco Subdivision Regulations. Improvements described in this Infrastructure Plan shall be constructed within the public right-of-way or dedicated easements within public open space areas to provide for access and maintenance of Infrastructure facilities.

Public utilities within easements will be installed in accordance with applicable City regulations for public acquisition and acceptance within dedicated public service easement areas, including provisions for maintenance access. Proposed easements are shown in this Infrastructure Plan (see Figure 14.0).

As further discussed in Section 8.2, portions of the existing site are subject to the State Lands Public Trust (Trust) including certain proposed utility zones within public right-of-way and park and open space parcels.

A tentative map will be prepared for the Developer Obligation Area as shown in Figure 1.0, and the Remainder Area will be completed in a second tentative map for the Illinois Parcel by others. Final maps will be submitted for the public right of way prior to permits for each phase of infrastructure. Final maps for each parcel (or groups of parcels) will be submitted for each development project.

1.7 Project Datum

Elevations referred to herein are based on Old City Datum plus 100-feet, referred to herein as Project Old City Datum (POCD). San Francisco Vertical Datum 13 (SFVD13) is included for reference as the Project may be subject to change of datum to SFVD13 in the future.

1.8 Master Plans

Each Infrastructure system described herein has been more fully described and evaluated in Draft Master Utility Plans (MUPs), which have been simultaneously submitted to the City as reference information for the Infrastructure Plan. These MUPs provide more detailed layouts of each Infrastructure system. The Infrastructure Plan is to be approved by the City as part of the ICA approval process. Approval of this Infrastructure Plan does not imply approval of the MUPs, which will be approved after ICA execution and prior to approval of street improvement plans for the first phase of development.

1.9 Conformance with EIR and Entitlements

This Infrastructure Plan has been developed to be consistent with the project description as well as mitigation measures contained in the EIR and other entitlement documents. Regardless of the status of their inclusion in this Infrastructure Plan, the mitigation measures of the EIR shall apply to the Project.

1.10 Applicability of Codes and Infrastructure Standards

This Infrastructure Plan may be materially modified to the extent such modifications are in conformance with the Subdivision Regulations and are mutually agreed to by the Port, City and the Developer consistent with the terms of the ICA.

1.11 Project Phasing

It is anticipated that the Project will be developed in several Phases subject to the submittal and approval process outlined in the ICA. A Project Phasing Plan will be submitted for approval with the Basis of Design at the start of each Phase. The Phasing Plan will provide a utility-by-utility schematic showing existing and proposed infrastructure, temporary and permanent connections, and demonstrate how continuity of existing services will be maintained.

Each Phase will include Development Parcel(s) and associated Infrastructure (Phase Infrastructure) to serve the incremental build-out of the Project. Phase Infrastructure will be defined in Improvement Plans and associated Public Improvement Agreement for each Phase to be approved by the City and Port prior to filing final maps for the associated Development Parcel(s). Phase infrastructure must be designed and constructed to create complete systems within each phase. The parties acknowledge that certain Infrastructure, as described in this Infrastructure Plan, such as abatement, demolition, environmental management, grading, geotechnical improvements and utility connections, may be required or desired outside the current Phase. The parties will cooperate in good faith in determining the scope and timing of such advance Infrastructure, so as not to delay the construction of Development Parcels and associated Phase Infrastructure.

Demolition or abandonment of existing infrastructure and construction of each proposed Development Parcel and associated Phase Infrastructure will impact site accessibility. During construction of each Development Parcel and associated Phase Infrastructure,

interim access shall be provided and maintained for active utility access and emergency vehicles, subject to San Francisco Fire Department (SFFD) requirements. Within active streets to remain open, pedestrian access shall be maintained on at least one side where adjacent to an active construction area.

1.12 Acceptance of Phased Infrastructure

Any Acceptance of streets and other Infrastructure Improvements will occur according to the San Francisco Subdivision Code and San Francisco Subdivision Regulations, unless otherwise approved as an exception by the City. The Acquiring Agency shall accept full, complete, and functional Streets and Infrastructure as designed in conformance with the Subdivision Regulations and utility standards, and constructed in accordance with the project plans and specifications, subject to any design modifications or exceptions that may be authorized by the Public Works Director under the San Francisco Subdivision Code.

Utilities to be accepted cannot rely on utilities constructed to a temporary standard, however they may rely on utilities constructed to a permanent standard that will be removed or replaced in a later phase subject to approval as an exception by the City.

With the consent of both the Acquiring Agency and the agency owning the existing infrastructure, certain portions of Phase Infrastructure to be accepted may rely upon existing infrastructure that is required to be replaced in a subsequent Phase provided the existing infrastructure adequately serves the present Phase demands. Existing infrastructure may not be in between two segments of new infrastructure.

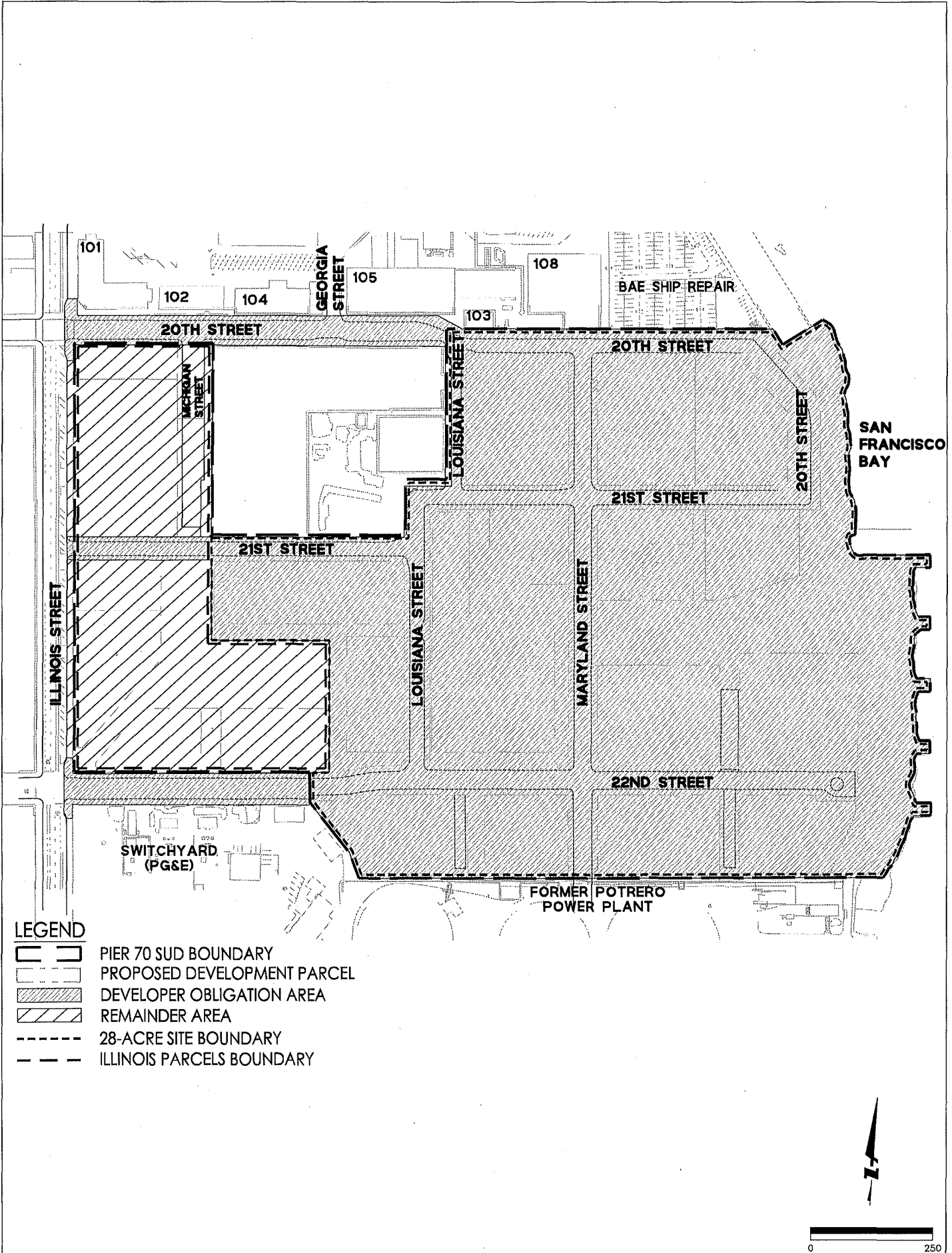
Phase Infrastructure may include improvements on Port property outside of the present Phase boundary within a subsequent Phase area (see Figure 14.0). The Acquiring Agency shall accept Phase Infrastructure that is constructed within Port property outside of the

Phase boundary, subject to a demonstration of how the subsequent Phase Infrastructure can be sequenced to avoid impacting the Phase Infrastructure.

1.13 Operation and Maintenance

With the exception of certain Streetscape Improvements identified in the Draft Streetscape Master Plan (SSMP) to be privately maintained, further described in Section 8.5.4 of this plan, the Acquiring Agency will be responsible for maintenance of Infrastructure installed by the Developer upon acceptance, except as otherwise agreed to. A maintenance agreement, as required by the Public Improvement Agreement (PIA), will be prepared in conjunction with the first phase of improvement plans and may be subject to a Major Encroachment Permit (MEP).

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PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 1.0: DEVELOPER OBLIGATION AREA

2. Sustainability

2.1 Sustainable Infrastructure

A key component of Project's redevelopment is its sustainable infrastructure. This Infrastructure Plan incorporates various strategies that support the long term sustainable vision for this new urban community. Innovative street designs, efficient land planning, and modern, efficiently-sized Infrastructure serve as the cornerstones for this new sustainable community.

The Developer's Infrastructure obligations include the design and construction of certain sustainability improvements within the Developer Obligation Area identified in Section 1.5. A summary of the key sustainable strategies that are to be incorporated into Infrastructure to be installed by the Developer are as follows:

Section 3 – Environmental Management

- Environmental management to satisfy all applicable statutory and regulatory requirements for redevelopment uses

Section 4 – Demolition and Abatement

- Demolition and abatement of identified unusable and dilapidated structures
- Renovation of select historic buildings to satisfy current seismic, structural, and code requirements
- Demolition or abandonment of sub-standard utility infrastructure
- Re-use of recycled materials on-site where feasible, including exploration of use of local materials

Section 5 – Sea Level Rise

- Grading and utility infrastructure designed to provide resiliency for long term protection against sea level rise
- Financing mechanism put in place to fund continuing monitoring and future improvements at the Project site to adapt to varying amounts of sea level rise

Section 6 – Geotechnical Conditions

- Geotechnical improvements to improve seismic stability

Section 7 – Site Grading and Drainage

- Grading plans designed to remove the new proposed development areas from existing FEMA flood plain designation
- Initial grading and drainage designs to provide long term protection and future adaptability to accommodate potential sea level rise
- Grading design to minimize the need to import soil from offsite locations while accommodating grades adjacent to existing historic structures
- Erosion and sedimentation control measures during construction will be utilized consistent with an approved Storm Water Pollution Prevention Plan for the site

Section 8 – Street and Transportation Systems

- Efficient and smart site layout provides a dense, transit-oriented development that encourages shared resources, bicycling and walking for leisure and commuter transport
- New Infrastructure to improve circulation and safely support alternative transportation modes such as bicycles, buses, and shuttles to regional transit hubs.

- Livable community designed to optimize the pedestrian experiences throughout the Project area
- New public bicycle and pedestrian paths to provide connection to open spaces to support safety and wellness of visitors and dwellers
- Provide bike share stations on-site

Section 11 – Low Pressure Water System

- New reliable and efficient potable water system
- Use of water conservation fixtures to reduce potable water demands

Section 12 – Non-Potable Water System

- Use of water conservation fixtures to reduce non-potable water demands
- Option 1: Newly constructed buildings will collect graywater and rainwater as required to be reused for toilet and urinal flushing, irrigation, and cooling tower makeup
- Option 2: A District-Scale Water Treatment and Recycling System (WTRS) will treat blackwater (project generated wastewater including toilet flows) to a non-potable standard and deliver to Development Parcels via a new non-potable water distribution system

Section 13 – Auxilliary Water Supply System

- New AWSS to improve reliability of fire suppression systems and enhance resiliency during a seismic event.

Section 14 – Combined Sewer System

- Option 1: Graywater collection for non-potable reuse in buildings as required reduces demand on wastewater conveyance and treatment facilities and low pressure water infrastructure
- Option 2: Possible on-site district-scale Water Treatment and Recycling System (WTRS) will treat blackwater to a non-potable standard for reuse on site to reduce demand on off-site wastewater conveyance and existing treatment facilities and low pressure water infrastructure
- New wastewater collection system to reduce the amount of groundwater intrusion
- New low flow fixtures generating reduced discharge into the wastewater system
- Replacement of 20th Street Pump Station to accommodate existing and proposed flows from the current Pier 70 sewershed including the Project
- New stormwater collection system designed for long term protection from flooding and adaptability for sea level rise
- Designed to convey stormwater to the City Combined Sewer System for treatment downstream

Section 15 – Stormwater Management

- Stormwater management facilities included in street designs and open spaces to reduce runoff rate and volume impacting the City Combined Sewer System
- Variant: 30% of building rooftops to include green roofs in accordance with the Better Roofs Ordinance

Section 16 – Dry Utility Systems

- Replace overhead electrical distribution with a joint trench distribution system following the roadways.
- New power, gas and communication systems to serve the development

- Variant: Installation of photovoltaics on at least 15% of building rooftops in accordance with the Better Roofs Ordinance for renewable generation
- Use of energy efficient fixtures and equipment to reduce energy demands
- Variant: Renewable Energy Generation and Microgrid Distribution System with Load Management controls to enhance resiliency and reduce carbon emissions

Additional Project Infrastructure Variants

Project has also been designed with enough flexibility to consider the addition of the following district-scale sustainable facilities into the infrastructure program for the development as desired and feasible;

- District Heating and Cooling System Variant
- Vacuum Waste Collection System Variant

The Infrastructure Plan has been prepared to allow for implementation of the above variants with little to no impact to the required Infrastructure components.

3. Environmental Management

3.1 General Site Characterization

Several investigations and remediation activities have been conducted throughout the Pier 70 Master Plan Area between 1989 and 2011. The Site Investigation (SI) and Human Health Risk Assessment conducted in 2009 and 2010 included soil gas, soil and groundwater sampling and analysis. Results from that and previous investigations were evaluated with respect to applicable regulatory standards and risk-based site-specific Cleanup Levels presented in the Feasibility Study and Remedial Action Plan (FS/RAP) to identify Constituents of Concern (COCs).

3.2 Regulatory Framework and Management Approach

The FS/RAP for the Site was prepared on behalf of the Port with oversight by the San Francisco Bay Regional Water Quality Control Board (RWQCB) and the San Francisco Department of Public Health (SFDPH). The approved remedy consists of engineering controls (e.g., removing, replacing, or capping soil with durable cover) and institutional controls (e.g., deed restrictions, soil management measures, health and safety plans) to manage potential health risks. The remedy consists of the following:

- Durable Covers (defined as hardscape such as asphalt, concrete, non-moveable pavers, or a minimum of two feet of clean soil) over existing native soil that meet the remedial action objective of preventing human exposure to constituents of concern in the soil beneath the Site.
- Long-term maintenance and monitoring of durable covers to ensure that covers continue to function as designed.
- Institutional controls to minimize the potential to impact human health and the environment after installation of durable cover.

The Risk Management Plan (RMP) provides a framework for managing residual COCs in soil in a manner that protects site users under current and future land use.

3.3 Requirements for Future Excavation Work

Any future construction work that involves ground disturbing activities is subject to both the Maher Ordinance and the RMP. The RMP describes risk management measures that include notifying the Port, RWQCB, and SFDPH of planned activities; limiting access and posting signage around portions of the Site that are under construction; managing soil including soil disposal and compliance with the Dust Control Plan for the Site; managing storm water and groundwater; and reestablishing durable cover following completion of ground disturbing activities. The RMP also outlines procedures for addressing unexpected subsurface conditions encountered during development.

The Developer's Infrastructure obligations include implementation of the RMP within the areas identified in Section 1.5.

4. Demolition, Abatement and Historic Structure Stabilization

4.1 Scope of Demolition

The Developer's Infrastructure obligations include the demolition and abatement of non-retained existing buildings and demolition or abandonment infrastructure features within the Developer Obligation Area identified in Figure 1.0 (excluding Building 117, to be demolished by others in advance of the Project). This includes buildings not intended for long-term reuse, site structures (retaining walls, utility structures), streets and pavements, and existing utilities not intended for long-term reuse. In certain cases, underground utilities may be abandoned rather than demolished subject to City and Port approval.

The Developer will either: a) separate demolition debris material by type at the site and deliver to a facility that reuses or recycles those materials; or, b) process as mixed demolition debris and transport off-site by a Registered Transporter for delivery to a Registered Facility that processes mixed debris for recycling. Certain inert materials, such as concrete, may be crushed on site for reuse as engineered fill or aggregate. The feasibility of materials recycling and reuse may be limited by the requirements for abatement of hazardous materials and the potential value of the recycled material.

4.2 Existing Infrastructure Demolition or Abandonment

Existing utility demolition or abandonment scope includes storm drain, combined sewer, water and electric, gas and communications abandonment or removal. Where feasible, demolished utility materials will be recycled.

Concrete and asphalt pavements will be demolished, and where feasible, recycled and used on site or made available for use elsewhere. The recycled concrete/asphalt materials will be allowed for pavement and structural slab sub-base material, utility trench backfill, and, where feasible, concrete and asphalt mixes, as approved by the City and Geotechnical Engineer of Record.

As part of a standard vegetation grubbing and clearing operation, trees and other plant materials will be protected in place, relocated, or removed as needed from future grading areas. All trees and plants to be removed will be recycled for composting purposes.

CCSF Ordinance 175-91 restricts the use of potable water for soil compaction and dust control activities undertaken in conjunction with any construction or demolition project occurring within the boundaries of San Francisco, unless permission is obtained from San Francisco Public Utilities Commission (SFPUC). Non-potable water must be used for soil compaction and dust control activities during project construction or demolition. Recycled water is available from the SFPUC for dust control on roads and streets. However, per State regulations, recycled water cannot be used for demolition, pressure washing, or dust control through aerial spraying. Recycled water will be supplied by truck for activities that require its use.

4.3 Building 15 Retention

Building 15 is a historic building that will be retained partially over 22nd St and the Building 12 Plaza area to enhance the SUD character and maintain the relationship with Building 12. Improvements will include removal of skin from Building 15, raising of grades around base and modification of foundation, and structural retrofit of frame.

4.4 Phases of Demolition and Abatement

Demolition and abatement will occur in phases based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase. The amount of demolition will be the minimum necessary to support the Development Phase and maintain minimum required access and utility connections. The phased demolition of smaller areas will allow the existing utility services, vehicular access areas, and vegetation to remain in place as long as possible in order to reduce disruption of existing uses of the

Project site and adjacent facilities. Developer will monitor new and existing) utilities to remain within the Phase boundary pre and post demolition, as required.

5. Sea Level Rise and Adaptive Management Strategy

5.1 Sea Level Rise Introduction

Sea Level Rise (SLR) has the potential to increase flooding along shoreline areas as the 100-year high tide (Base Flood Elevation) increases over time. The Project will be built to protect against a reasonable amount of SLR and designed to accommodate higher SLR through an Adaptive Management approach that allows the Project Infrastructure to be adjusted over time in response to measured SLR.

The Sea-Level Rise Task Force of the Coastal and Ocean Working Group of the California Climate Action Team released their State of California Sea-Level Rise Guidance Document based on the June 2012 National Academy of Sciences (NAS) Sea-Level Rise for the Coasts of California, Oregon and Washington. Table 5.1 summarizes the low estimate, projected and high estimate Sea Level Rise projections for the San Francisco Bay area. These estimates are consistent with the "Guidance for Incorporating Sea Level Rise into Capital Planning in San Francisco: Assessing Vulnerability and Risk to Support Adaptation," dated December 14, 2015 as prepared by the City and County of San Francisco Sea Level Rise Committee for the San Francisco Capital Planning Committee, adopted by the Capital Planning Committee.

Table 5.1: Sea Level Rise Projections for San Francisco Bay (NAS, 2012)

Time Period	Low Estimate (Inches)	Projected (Inches)	High Estimate (Inches)
2000-2050	4.8	11.0	23.9
2000-2070	9.0	19.0	38.7
2000-2100	16.7	36.2	65.5

Source: Moffat and Nichol Memorandum "Pier 70 Development, Sea Level Rise and Proposed Improvements," December 4, 2014.

5.2 Adaptive Management Approach

Because the actual rate of future SLR is uncertain, the Adaptive Management approach will embrace a pro-active adaptive management strategy that can respond to changes that will come about in the future as a result of additional scientific study and monitoring of actual SLR conditions. The Adaptive Management strategy will include four basic fundamentals

- Initial infrastructure design to accommodate reasonable SLR scenarios,
- Infrastructure design that can be adjusted in the future in response to actual SLR,
- Monitoring of scientific updates and actual SLR data, and
- Funding mechanism to implement necessary improvements to address SLR.

5.3 Initial Grading Design

Coastal flooding at the site includes two components: 1) combined high water and wave action along the perimeter shoreline, and 2) extreme still water elevation for inland areas. The flood elevations for the perimeter shoreline areas are determined by the combined effects of high still water elevation plus a combination of tides, swell, wind, waves, tsunami, and shoreline geometry, or Total Water Level (TWL) with a 1 percent chance of occurring each year. Figure 5.0 shows graphic illustration of shoreline with elevation requirements at the perimeter and Bay Trail and includes Table 5.1 with summary of elevation for minimum design criteria for Shoreline, Bay Trail, Building Finished Floor, and Open Space.

5.3.1 Shoreline

The shoreline area east of the Bay Trail area will be improved to provide protection against the current 1 percent chance TWL caused by a combination of tides, waves and shoreline geometry. This area slopes to the water and is designed to allow for

additional inundation with future SLR. No specific allowance for SLR is provided and this area will eventually be subject to tides as sea level rises.

5.3.2 Bay Trail

The Bay Trail area will be elevated to an elevation above TWL plus an allowance for 24-inches of SLR.. The elevations in the Bay Trail area will provide perimeter protection for the project to the west. The elevation and types of protection in the Bay Trail area may vary along the length of the Project shoreline as TWL varies based on shoreline orientation and the proposed adjacent land plan.

5.3.3 Building Finished Floor

Buildings are inboard of the shoreline perimeter protection area and finished floor elevations will be design based on two conditions. The first is the 1 percent chance SWL elevation, plus an allowance for 66-inches SLR, plus 6-inches of freeboard. The second is the Bay Trail protection elevation plus additional elevation to provide for overland release of storm water from the building pad to the shoreline.

5.3.4 Open Space

Open space inboard of the shoreline perimeter protection area will be designed to allow for drainage away from building and overland release of storm water from the open space over the Bay Trail protection and shoreline.

5.4 Initial Combined Sewer System Design

The new Combined Sewer System (CSS) will be designed to conform to the requirements of the Subdivision Regulations with potential exceptions or design modifications as noted in Section 14, subject to City approval. The 2015 Subdivision Regulations require "that the hydraulic grade line shall, in general, be four feet below the pavement or ground surface, and at no point less than two feet" (referred to as freeboard). Freeboard in the vicinity of the Historic Core fronting 20th Street, Louisiana Street, and 21st Street, where grades cannot be raised because they are constrained by existing historic buildings and streets, will require exception to Subdivision Regulations requirements where freeboard may be less than the required 2-feet in its current condition and cannot be improved enough to meet the requirements of the Subdivision Regulations. At a minimum, the new CSS must maintain freeboard in these areas for all design storms. Developer will submit requests for exception for areas with less-than required freeboard for review and approval by City. See 14.2.6 Existing Condition on 20th Street for additional information. Location and sewer asset-specific design criteria for freeboard as related to SLR scenarios will be consistent with City guidelines (*Guidance for Incorporating SLR into Capital Planning in San Francisco, 2015*), where possible. The CS outfall will require a flap gate, which will be installed at the time of outfall repair.

5.4.1 Stormwater Management

Stormwater Management features will be designed with a minimum of 30 inches of freeboard between hydraulic grade in drainage/underdrainage systems and the CS system at the point of connection. Freeboard will be allowed to reduce to 6-inches with 24-inches of SLR.

5.5 Infrastructure Adaptation for Future SLR

Information relating to monitoring, decision making framework, reporting, funding and improvements are included in Section 5.6.

5.5.1 Shoreline

The shoreline area will experience more frequent inundation with SLR. Elevation in this area will not be modified, however improvements will be made to protect the area from erosion caused by wave action and runoff.

5.5.2 Bay Trail

For SLR values greater than the 24-inches, the perimeter designs will provide the ability to make future changes to the perimeter if over topping of the Bay Trail area protection becomes a nuisance or hazardous at some locations. The appropriate type of adjustments will be determined through the decision making framework described below and may include increasing the shoreline elevations through the construction of small berms or low walls, or other appropriate measures.

5.5.3 Building Finished Floor

Building finished floor elevations is not anticipated. SLR beyond an elevation that may impact building finished floor elevations will require perimeter and storm water system improvements to protect the structures.

5.5.4 Open Space

Future adaptation of open space areas is not anticipated. SLR beyond an elevation that may impact the open space will require perimeter storm water system improvements for SLR protection.

5.5.5 Combined Sewer System

The new CSS will be designed to accommodate modification in the future in response to SLR. Modification will include the addition of pump stations near the CSS diversion structures (Central Basin outfalls 30 and 30A) that allow discharge to San Francisco Bay. Ownership and operation of SLR pump stations will be determined in the development of adaptive management strategy (see Section 5.2). After 66 inches SLR, additional perimeter protection will be required for the replacement 20th Street Pump Station.

5.5.5.1 Stormwater Management

Future adaptation of Stormwater Management features is not anticipated. Beyond 24-inches SLR, the CSS modifications mentioned in the section above will also mitigate SLR impacts to the Stormwater Management features.

5.6 SLR Monitoring Program

As part of the Project, monitoring program will be created to review and synthesize SLR estimates prepared for San Francisco Bay by the National Oceanic Atmospheric Administration and State Agencies. The monitoring program will require periodic review of updated SLR guidance from Local, State and Federal regulatory agencies. The monitoring program will be managed by the Shoreline Adaptation Community Facilities District (SACFD). Monitoring program will be coordinated with City programs addressing SLR.

5.6.1 Decision Making Framework

When the data from the monitoring program demonstrates that SLR in San Francisco Bay is expected to exceed the allowances designed for in the initial improvements, a range of additional improvements can be made to protect the Project from flooding and periodic wave overtopping. Planning, design, and review

takes significant amount of time, thus work will begin on improvements before those SLR effects are problematic. In coordination with the City, the SACFD will be responsible for determination of decision on which improvements will be made at the time improvements are required, which will depend on a variety of factors, including, but not limited to:

- Consultation with the SFPUC and other local agencies,
- New Local, State or Federal requirements about how to address SLR,
- Available technology and industry best practices at the time, and
- Both the observed rate of actual SLR and updated estimates of future SLR

5.6.2 Sea Level Rise Monitoring and Implementation Report

The monitoring program will require periodic preparation of a report on the progress of the adaptive management strategy. SACFD will commission the report which will be prepared no less than every 5 years and more frequently if required by regulators. The report will include:

- The publication of the data collected and literature reviewed under the monitoring program,
- A review of changes in Local, State or Federal regulatory environment related to SLR, and a discussion of how the Project is complying with applicable new regulatory requirements.
- A discussion of the improvements recommended to be made if sea levels reach the anticipated thresholds identified in the Decision Making Frameworks within the next 5-years, and
- A report of the funds collected for implementation of the adaptive management strategy, and a projection of funds anticipated to be available in the future.

5.6.3 Funding Mechanism

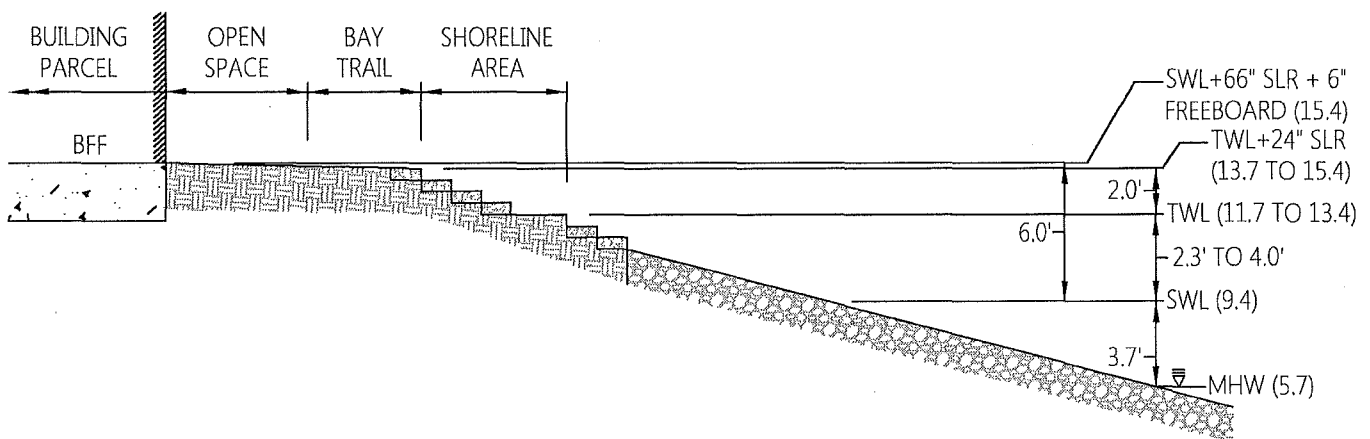
The Project's financing plan includes a Shoreline Adaptation tax to create project-generated funding that will be dedicated to paying for monitoring and flood protection improvements necessary to implement the Adaptive Management Strategy. Funds will be overseen by the SACFD.

ABBREVIATIONS:

SWL STILL WATER LEVEL
 TWL TOTAL WATER LEVEL
 BFF BUILDING FINISHED FLOOR
 MHW MEAN HIGH WATER
 SLR SEA LEVEL RISE
 ELEV ELEVATION

LEGEND:

(XX.X) ELEVATION



NOTE: 1. ELEVATIONS PROVIDED IN SFVD13 DATUM

TABLE 5.1 - MINIMUM DESIGN CRITERIA

AREA	MINIMUM DESIGN CRITERIA
SHORELINE	SHORELINE BASE FLOOD ELEVATION (TWL) + 0-INCHES SLR
BAY TRAIL	SHORELINE BASE FLOOD ELEVATION (TWL) + 24-INCHES SLR
BUILDING FINISHED FLOOR	BASE FLOOD ELEVATION (SWL) + 66-INCHES SLR + 6-INCHES FREEBOARD
OPEN SPACE	DRAINAGE AWAY FROM STRUCTURES, OVERLAND RELEASE OVER BAY TRAIL

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6. Geotechnical Conditions

6.1 Existing Site Geotechnical Conditions

The Project Site was formerly occupied by serpentinite bluffs overlooking tidal mud flats extending into San Francisco Bay. The western portion of the site was occupied by a large hill, referred to as Irish Hill. Rock from blasting and quarrying of Potrero Point and Irish Hill during the late 1800s and early 1900s was placed in the tidal areas to extend and develop the shoreline toward the east. The Pier 70 area was previously occupied by shipbuilding and ironwork industries. The concrete ship slipways (Slipways 5 through 8) constructed in the early 1940s for ship construction and maintenance, are buried within the southeastern portion of the site. The portion of the site west of the 1869 shoreline is underlain by shallow bedrock; east of the 1869 shoreline the site is underlain by fill, Bay Mud, clay and sand, and bedrock. High groundwater level at the Project Site corresponds to the level of the San Francisco Bay. Groundwater may be present within fractures and sand seams in the bedrock at higher elevations (western portion of the site.).

6.2 Site Geotechnical Approach

The Developer's Infrastructure obligations include the design and construction of certain geotechnical improvements within the Developer Obligation Area identified in Figure 1.0.

6.2.1 Shoreline Stabilization

Preliminary analysis indicates the shoreline could be subject to lateral slope displacement under seismic loading. The amount of displacement predicted would not be tolerable for rehabilitated or proposed buildings or sensitive infrastructure within a certain distance from the shoreline. Lateral displacement can be mitigated by reinforcing this slope with a structural wall or ground improvement along the shoreline. Structural wall solutions may include but are not limited to tied-back sheet pile walls, rows of secant piles, and king-pile walls. Ground improvement may

consist of treatments such as deep soil mixing (DSM), vibro-compaction, vibro-replacement, and deep dynamic compaction.

6.2.2 Surcharging

Portions of the site are underlain by Bay Mud where artificial fill was historically placed beyond the original shoreline. Bay Mud can undergo excessive settlement over long periods of time, especially under new fill or building loads. Potential options for addressing consolidation of the Bay Mud underlying design loads include use of deep foundations to support the new loads or installation of wick drains and surcharging areas where grades will be raised or relatively light structures are planned.

The portion of the Project Site situated over the concrete slipways is not expected to undergo settlement under the weight of new fill loads as the slipways are supported by a vast number of pile foundations bearing on competent material below.

6.3 Phases of Geotechnical Stabilization

The geotechnical stabilization will be completed in phases to match the Phases of the Project. The extent of geotechnical stabilization will be the minimum necessary for the current Phase.

6.4 Schedule for Additional Geotechnical Studies

Developer will perform design-level geotechnical studies prior to commencing preparation of Phase Improvement Plans and submit to the City for review as part of the Basis of Design. The design level geotechnical studies will provide a specification for the design of the stabilization program, including monitoring of program results.

7. Site Grading and Drainage

7.1 Existing Site Conditions

The project site has varying topography, sloping up from the San Francisco Bay. From the shoreline for approximately 1,000-feet west, the site is relatively flat rising only approximately 10 feet total from the shoreline. The site then increases in grade steeply and levels off as it approaches Illinois Street with an approximately 30-foot increase in elevation at Illinois Street. Site grading is constrained along the northern boundary, the existing Port historic buildings to remain and 20th Street existing grades at the location of the lowest elevations at the site on 20th Street near the northeast corner of Buildings 113-116. Existing site topography is shown on Figure 7.0. The project site has almost no vegetation, with the exception of a multi-trunk eucalyptus tree and grasses on the Irish Hill which extends approximately 24-feet above surrounding grade, and scattered vegetation in the northeast portion of the 28-Acre Site. Impervious surface covers approximately 98 percent of 28-Acre Site and approximately 43 percent of the Illinois Parcels with most of the remainder of the Illinois Parcel being a rock knoll and compacted gravel.

7.2 Proposed Project Grading Overview

The Developer will be responsible for the design and construction of the proposed grading and retaining walls within the Developer Obligation Area shown in Figure 1.0, including transition areas at the edge of the Developer Obligation Area. Proposed Project grading is shown on Figure 7.1. Proposed grading for the Project raise from the shoreline to approximately elevation 104 POCD or 15 SFVD13 and grades gently toward the west to the approximate beginning of the existing steep slope. The site then grades up steeply, to match grade at Illinois Street. Existing grading at the eastern end of 20th Street and adjacent to the existing historic building to remain constrain grading and limit the Project

ability to modify grading and overland release in these areas. Retaining walls are required to support the public right-of-way at several locations.

7.3 Elevation and Grading Design Criteria

SLR will result in changing water levels in the San Francisco Bay that the project will need to accommodate.

7.3.1 Basic Tide Elevations

Minimum project elevations are based on the FEMA 100-year design tide elevation, or Base Flood Elevation (BFE). The project includes two design criteria. The first is the Still Water Level (SWL) that include the static 100-year tide elevation for design of Development Parcels and the Project combined sewer system. The second criteria is the BFE required Project shoreline protection, or TWL. The TWL elevation varies along the project shoreline and takes into account near shore bathymetry, shoreline grading and coincident events including tides, storm surges, and waves that result in a 1% annual chance of flooding along the shoreline. In addition, the Subdivision Regulation requires combined sewer analysis be based on a tide elevation of 96.5 POCD or 7.9 SFVD13. Required elevations are identified in Section 7.3.4. Shoreline elevations are dependent on an assumed shoreline geometry. The final geometry will be analyzed by the project shoreline engineer to confirm that elevations conform to FEMA requirements.

7.3.2 Potential Sea Level Rise

SLR will result in changing water levels in the San Francisco Bay that the project will need to accommodate. More specific discussion of SLR is included in Section 5. The design criteria employed at the time of this Infrastructure Plan are based on the best scientific forecasts and potential design strategies currently available. The

forecasts will likely change over time and will provide revised guidance for future projects. Allowance for SLR is identified in Section 7.3.4.

7.3.3 Long Term Settlement

As described in Section 6, geotechnical stabilization techniques will be utilized where required to create a stable platform for the proposed development. The stabilization techniques will reduce the potential for settlement due to liquefaction in the sandy soils and compression of the Bay Mud below the site. The final grading plans will be developed to accommodate the additional minimal amounts of long term settlement anticipated due to secondary compression of the soils.

7.3.4 Design Tide Elevations

Design tide elevations are a combination of basic tide elevation with an allowance for SLR. Design tide elevations for the Shoreline, Bay Trail and Building Pads are shown in Table 7.0.0 in reference to the POCD datum and Table 7.0.1 in reference to the SFVD13 datum. The combined sewer is generally designed with a tide elevation of 96.5 POCD or 7.9 SFVD13 and four feet of freeboard, allowing for up to 2 feet of sea level rise while maintaining a potential minimum 2 feet of freeboard. The equipment and structures of the replacement 20th Street Pump Station will be protected from 66 inches of SLR to elevation 103.5 POCD or 14.9 SFVD13. In addition, the Pump Station will be designed and protected from any potential overland flows from uplands upland areas.

Table 7.0.0: Design Tide Elevation, POCD

	Basic Tide Elevation (Feet)	SLR Allowance (Inches)	Freeboard (Inches)	Design Elevation (Feet)
Shoreline	100.3 (min.) 102.1 (max.)	0	0	100.3 (min.) 102.1 (max.)
Bay Trail	100.3 (min.) 102.1 (max.)	24	0	102.3 (min.) 104.1 (max.)
Building Pads	98.0	66	6	104.0

Table 7.0.1: Design Tide Elevation, SFVD13

	Basic Tide Elevation (Feet)	SLR Allowance (Inches)	Freeboard (Inches)	Design Elevation (Feet)
Shoreline	11.65 (min.) 13.45 (max.)	0	0	11.7 (min.) 13.5 (max.)
Bay Trail	11.65 (min.) 13.45 (max.)	24	0	13.7 (min.) 15.5 (max.)
Building Pads	9.35	66	6	15.4

7.4 Site Grading Designs

A description of the grading design for the Project is included below. The conceptual grading plan for the Project are shown on Figure 7.1. Grading may require transition slopes or retaining walls beyond the Developer Obligation Area. The parties will cooperate in good faith in determining the timing and scope of such grading so as not to delay the construction of Development Parcels and associated Phase Infrastructure.

7.4.1 Proposed Building Areas

The minimum grades for the site including the shoreline areas are influenced by the BFE. According to the FEMA requirements, in order for the proposed building areas to be above the Zone A flood plain, the proposed finished floor elevations and below grade garage entrance elevations must remain above the BFE. While FEMA does not require an allowance for sea level rise, the building finish floor elevations will be set to accommodate a minimum 66-inches of SLR plus an additional 6-inches of freeboard. Therefore, the minimum finished floor elevations and garage entrances for the proposed new buildings will be set at 104.0 POCD or 15.4 SFVD13 (BFE + 66-inches + 6-inches). In general, the final building finished floor elevations and garage entrances will increase the further they are from the shoreline to provide overland release to the Bay.

7.4.2 Existing Building 12

The existing elevation of building 12 is lower than the proposed surrounding street elevation. There are currently three grading options considered for Building 12:

- Raising the exterior grade and leaving interior grade as is
- Raising the exterior and interior grade and modifying windows and doors at base of building
- Raising the structural frame along with exterior and interior grade

7.4.3 Proposed Roadway Areas and Retaining Walls

A portion of 20th Street will be raised near the waterfront to provide SLR protection, requiring a retaining wall where there is a grade difference with the BAE Shipyard parking lot. A portion of the northern spur of the remnant of Irish Hill would be removed for construction of 21st Street. Retaining walls would be necessary along both sides of portions of 21st Street to retain Irish Hill, to address the grade

difference between 21st Street and Michigan Street and to protect the adjacent existing Building 116 to remain. The reconfigured 22nd Street would also require a retaining wall to accommodate the proposed elevation difference between the streets and the adjacent PG&E facility to the south. Retaining walls will be outside of right of way and privately owned and maintained.

Some streets will be graded using a "saw tooth" design with a minimum 0.5% slope between grade breaks. Saw toothed grading alternates between high and low points creating a pattern resembling the edge of a saw. This pattern allows for positive drainage in the streets while maintaining minimal elevation differences between the high and low points. See Figure 7.2 for illustration of saw tooth grading.

The "saw-tooth" grading plan will be developed in conjunction with the design of the stormwater system. The run-off from a 100-year storm during a 100-year tide will be contained within the storm drain system below the street curb lines.

The "saw tooth" grading plan will provide overland release paths by increasing the elevation of the high points so that the downstream high point elevation of the flow line in the gutter is equal to or lower than the top of curb elevation at the upstream low point. The downstream high point may be raised to the back of walk/right of way line if an acceptable wastewater vent trap detail, backwater valve, or other alternate design solution is approved by the SFPUC. This overland release design will protect the new building finished floors from storm/tides larger than the 5-year event or system maintenance issue such as blocked catch basin or pipes. This will continue through the downstream basins until there is capacity in the storm system or storm water is released to the open space. The new building finish floor elevations will be above the back of walk/right of way elevation and therefore

protected from flooding. Also some areas of the site are straight graded and direct overland flow to open space areas or the bay.

7.4.4 Open Space Areas

The Bay Trail along the shoreline would have minimum design elevations ranging from 102.3 to 104.1 POCD or 13.7 to 15.5 SFVD13. These elevations would allow for 24- inches of SLR. Grade will increase gradually west of the Bay Trail to provide positive overland release, including open space areas. The shoreline area east of the Bay Trail would be designed to provide safe public access to the water in the near term and allow for adaptive management over the longer term.

7.5 Proposed Site Grading Conforms

Project grading will conform to existing grades to remain at project boundaries or construct walls to address abrupt changes in grade. At the south edge of the site, roads and parcels generally conform to the property south of the project site. A portion of the reconstruction of 22nd Street will require a retaining wall or embankment to address grade change to the south, adjacent to the PG&E Switchyard. At the west edge of the site, grading will conform to existing grades at Illinois Street. At the north edge of the site, grading will generally conform to existing grades, with exception to the east end of 20th Street which transitions to proposed grades up to 3 feet higher than existing to conform to proposed grading at the Bay Trail. Grades at the Bay Trail will be raised to address future sea level rise. For additional information regarding sea level rise and adaptive management strategies refer to Section 5 of this document.

7.6 Cut/Fill Quantities

While the Developer is only responsible for grading within the Developer Obligation Area, soil from the Remainder Area will be made available for use as fill throughout the site.

Table 7.1 summarizes the cut and fill quantities for the Developer Obligation Area and Remainder Areas:

Table 7.1: Cut and Fill Summary

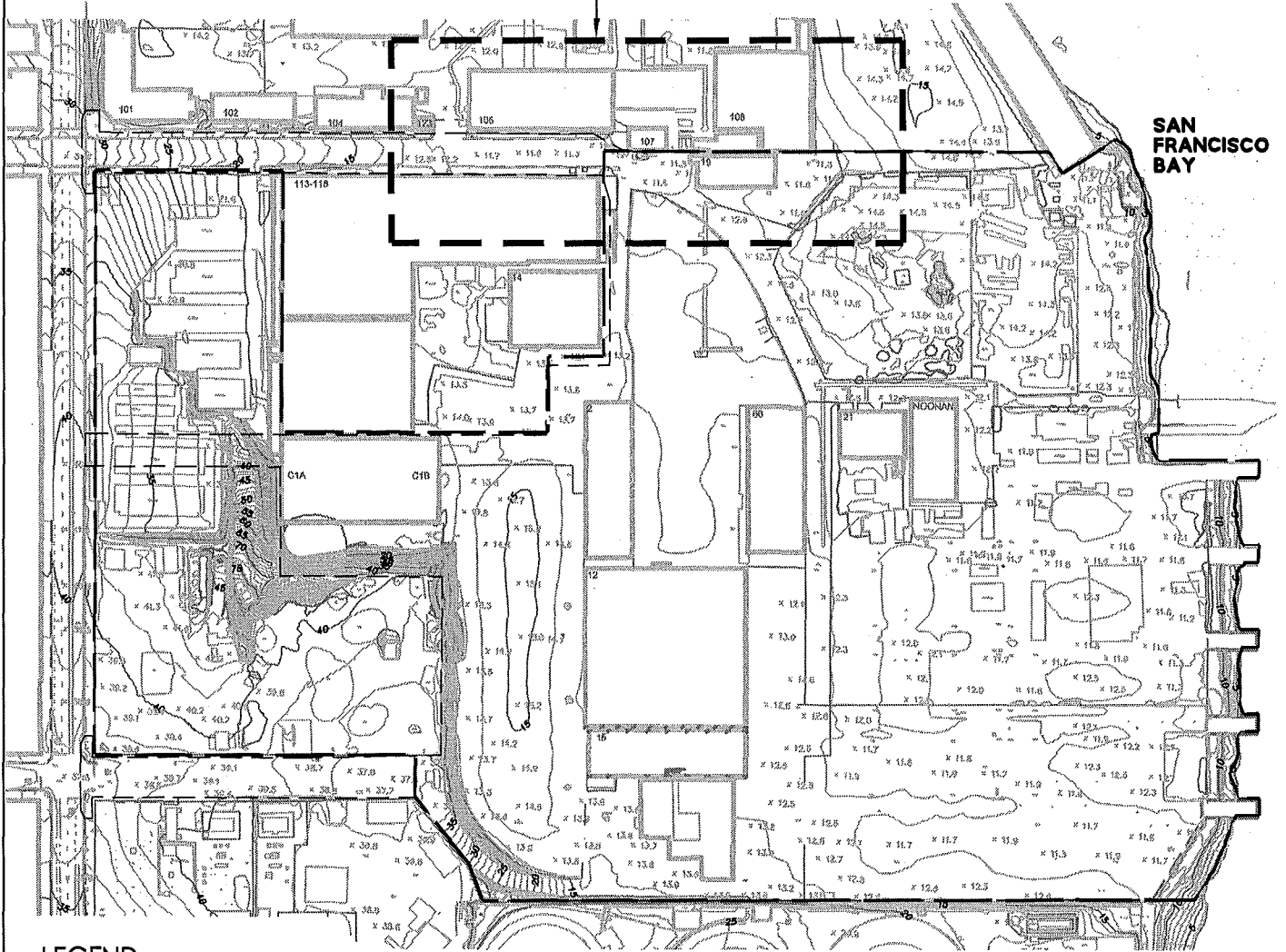
	Cut (Cubic Yards)	Fill (Cubic Yards)
Developer Obligation Area	115,155	119,518
Remainder Area	49,122	5,402

7.7 Phases of Site Earthwork

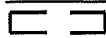

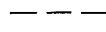
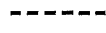
Grading will occur based on the principle of adjacency and as needed to facilitate a specific proposed Development Phase and consistent with the Project Phasing Plan to be approved with the Basis of Design. The amount and location of the grading proposed will be the minimum necessary to support the Development Phase. The new Development Phase will conform to the existing grades as close to the edge of the Development Phase area as possible while maintaining the integrity of the remainder of the Project. Interim grading will be constructed and maintained as necessary to support existing facilities impacted by proposed Development Phases.

SEE FIGURE 7.3
FOR OVERLAND
RELEASE

SAN
FRANCISCO
BAY



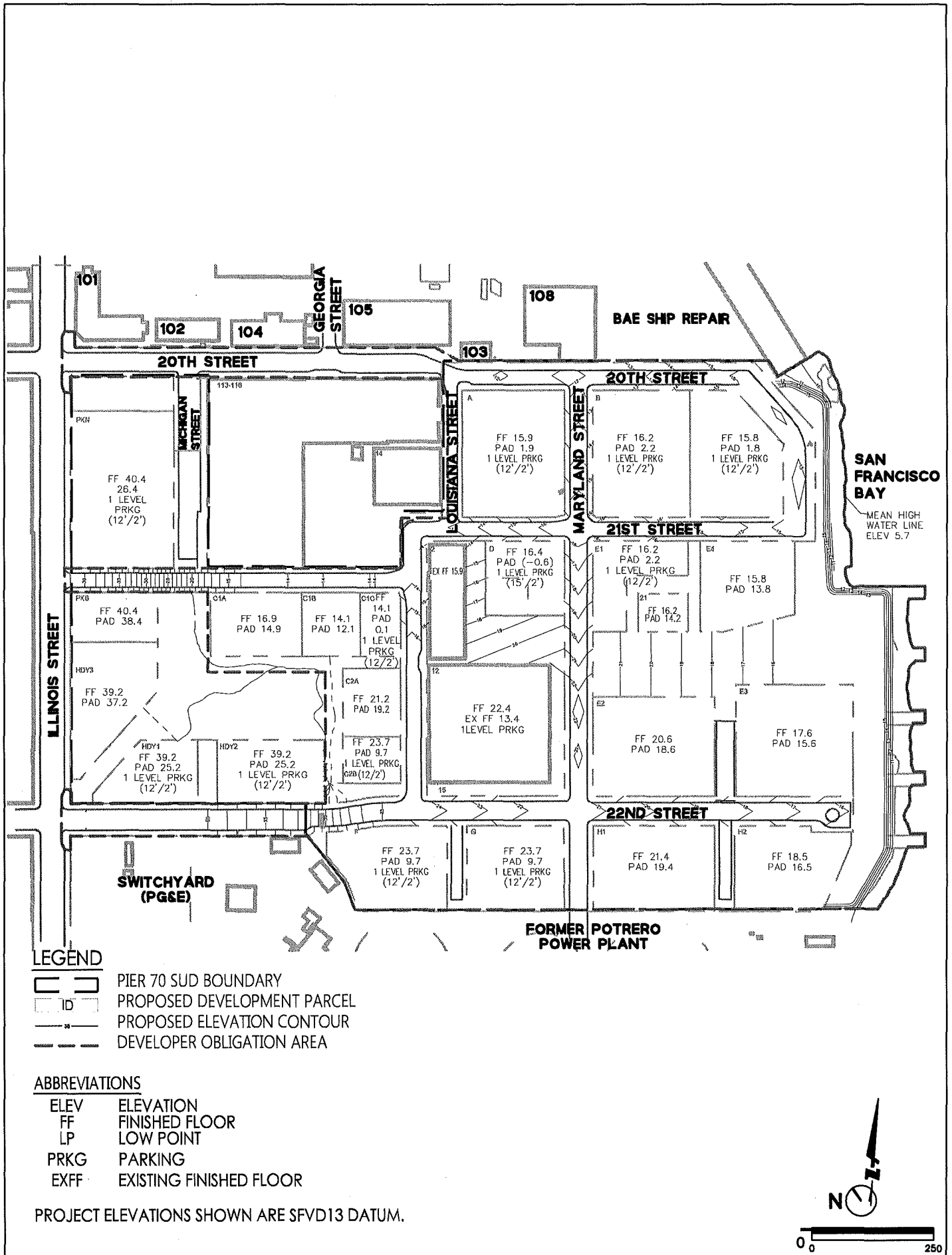
LEGEND

-  PIER 70 SUD BOUNDARY
-  EXISTING ELEVATION CONTOUR
-  DEVELOPER OBLIGATION AREA
-  28-ACRE SITE BOUNDARY

PROJECT ELEVATIONS SHOWN ARE SFVD13 DATUM.

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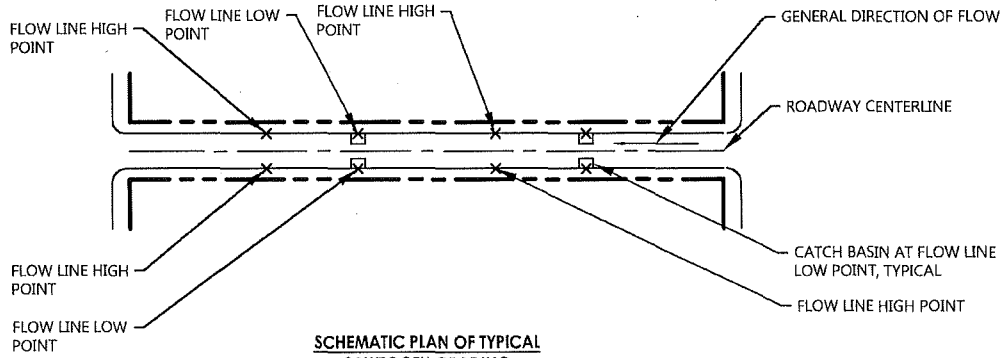
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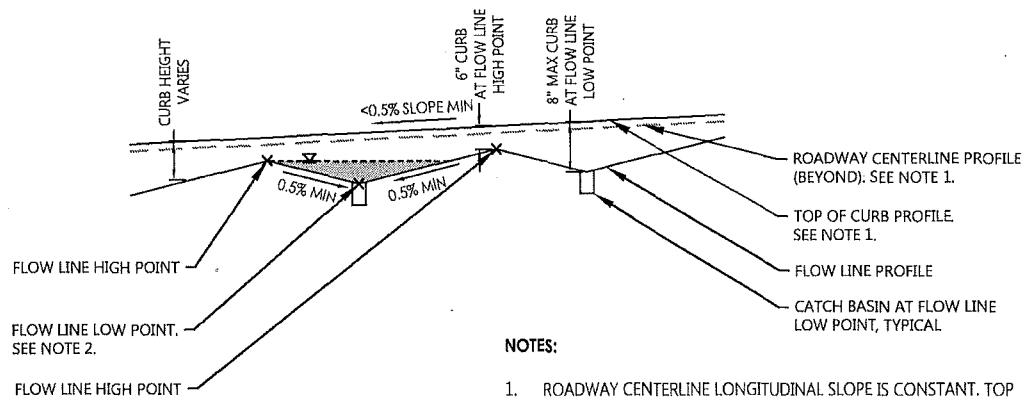
PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 7.1: PROPOSED GRADING

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SCHEMATIC PLAN OF TYPICAL SAWTOOTH GRADING



OPTION 1

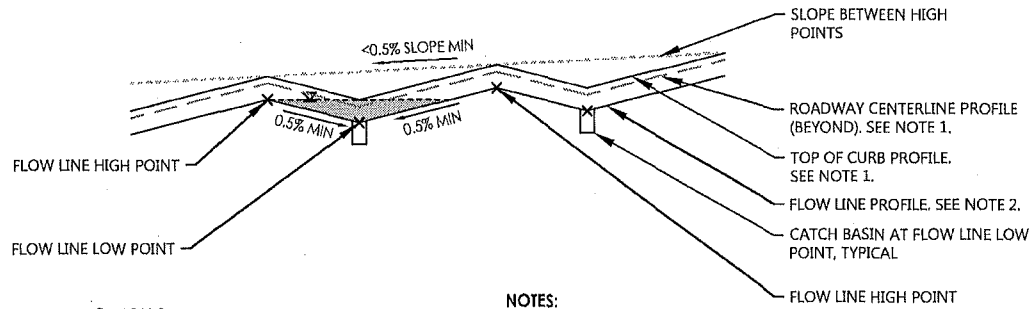
SCHEMATIC PROFILE OF FLOWLINE SAWTOOTH GRADING WITH CONSTANT SLOPE CENTERLINE AND TOP OF CURB

NOTES:

1. ROADWAY CENTERLINE LONGITUDINAL SLOPE IS CONSTANT. TOP OF CURB FOLLOWS ROADWAY CENTERLINE PROFILE.

STREET CROSS SLOPE VARIES BETWEEN 2% AND 5% AND CURB HEIGHT VARIES BETWEEN 6-INCHES AND 8-INCHES (EXCEPT AT CURB RETURNS, CROSSWALKS, ACCESSIBLE PARKING SPACES, AND ACCESSIBLE PASSENGER LOADING ZONES) TO ACHIEVE A FLOW LINE WITH A 0.5% MINIMUM LONGITUDINAL SLOPE.

2. THE LOW POINT OF THE FLOW LINE COINCIDES WITH THE STEEPEST STREET CROSS SLOPE AND 8-INCH CURB.



OPTION 2

SCHEMATIC PROFILE OF FLOW LINE SAWTOOTH GRADING WITH PARALLEL SAWTOOTH ROADWAY CENTERLINE AND TOP OF CURB

NOTES:

1. ROADWAY CENTERLINE PROFILE AND TOP OF CURB FOLLOWS FLOW LINE PROFILE.

2. FLOW LINE HIGH POINT ELEVATIONS ARE LOWER THAN THE UPSTREAM TOP OF CURB LOW POINT ELEVATIONS.

8. Street and Transportation Systems

The Project Site is uniquely situated between the existing Dogpatch neighborhood and the waterfront. Its location means the new street grid is intended to serve local access only at low speeds; there are no throughways designed to move large volumes of traffic between different parts of the City. The streets in the Project Site are a closed loop that represent the end of the road. In addition to vehicular and pedestrian traffic, site infrastructure will also provide for access by bicycles, transit and emergency vehicles.

8.1 Streetscape Master Plan

The Draft Pier 70 SUD Streetscape Master Plan (SSMP), including a Roadway and Utility Sections Supplement, has been submitted for City review and provides additional detail for streetscape design for the project, building upon the Pier 70 SUD Design for Development.

8.2 Public Streets

The proposed primary streets on the project site would be 20th and 22nd streets. The proposed Maryland Street would be a secondary north-south running street, new minor streets proposed as part of the Project include a new 21st Street, running west-to-east from Illinois to the Waterfront, and Louisiana Street, running north from 22nd Street to 20th Street. A jog on Louisiana Street from 21st Street to 20th Street to accommodate existing historic structures within the 20th Street Historic Core would be provided. All proposed streets would include sidewalks, as well as street furniture. With the exception of Louisiana Street between 20th and 21st Street, all proposed streets would be two-way, with a single lane of travel in each direction. Louisiana Street between 20th and 21st Street would be one-way in the southbound direction, with a single lane of travel and a single sidewalk on the east side. The proposed streets would provide access for emergency vehicles and freight loading on the west fronting the Historic Core. Michigan Street, Louisiana Street, and 21st Street would be designed as primary on-street loading corridors.

The roadway network is designed for SU-30 vehicles. Additionally, vehicles accessing the site up to the size of a WB-40, and WB-50 on a limited path (entering 20th Street, south on Louisiana Street, exiting 22nd Street) will be subject to a Driveway and Loading Operations Plan (DLOP) to manage conflicts with truck deliveries and other roadway users. Refer to Section 2.7 of the SSMP regarding commercial truck access to the Project.

As part of the Proposed Project, Michigan Street between 21st Street and 20th Street will be vacated. Street vacation to be submitted in the future will be consistent with the approved SSMP.

Portions of the existing site are subject to the State Lands Public Trust (Trust) including existing and proposed street right of way, and proposed development parcels and open space. Proposed development parcels will be removed from the Trust in exchange for additional Trust over proposed streets and open space areas. Figure 8.0 shows streets that will be located in the future Trust and Figure for 9.0 shows open space that will be located in the future Trust.

The proposed right-of-way width will be preliminarily approved as part of the MUPs and SSMP separately, which includes a Roadway and Utility Sections Supplement providing detailed sections of each street segment. The Developer will be responsible for design and construction of streets within the Developer Obligation Area. See table 8.0 for further detail regarding street configuration and responsibility.

8.2.1 Roadway Dimensions

Table 8.0: Right-of-Way Dimensions

Street	Responsibility	Right-of-Way Width (feet)	Street Elements with Width(feet)
20 th Street between Illinois Street and Georgia Street)	Developer	66	14 SW/8 P/11 S/11 S/8 P/ 14 SW* (*Sidewalk width may vary due to historic structure encroachments)
20 th Street between Georgia Street and Louisiana Street	Developer	66	17 BT*/8 P/11 TL/11 TL/8 P/ 11 SW* (width varies due to irregular historic building frontages)
20 th Street between Louisiana Street and Waterfront	Developer	57	16 BT/11 TL/10 TL/8 P/12 SW
20 th Street at Waterfront	Developer	67	15 SW/8 P/12 TL/12 TL/ 20 BT
21 st Street	Developer	49	10 SW/11 TL/10 TL/8 P/10 SW
22 nd Street between Illinois Street and SUD Boundary	Developer	66	12 SW/5.5 B/11 TL/11 S/5.5 B/ 9 P/12 SW
22 nd Street between SUD Boundary and Louisiana Street	Developer	60	12 SW/7 B/11 TL/11 S/7 B/ 12 SW
22 st Street between Louisiana Street and Maryland Street	Developer	62	12 SW/8 P/11 S/11 S/8 P/12 SW
22 nd Street between Maryland Street and Waterfront	Developer	60	12 SW/8 P/10 S/10 S/8 P/12 SW
Louisiana Street between 20 th Street and 21 st Street*	Developer	30	20 TL/10 SW
Louisiana Street between 21 st and 22 nd Street	Developer	54	12 SW/11 TL/11 TL/ 8 P/12 SW
Maryland Street north of 22 nd Street	Developer	60	12 SW/8 P/10 S/10 S/8 P/12 SW
Maryland Street south of 22 nd Street	Developer	62	12 SW/8 P/11 TL/11 TL/8 P/ 12 SW
Michigan Street*	Other	54.5	10 SW/13 TL/ 13 TL/ 18.5 L

* May be Port-owned private street

Abbreviations	
ROW	Right-of-Way
TL	Travel Lane
SW	Sidewalk
B	Bicycle Lane
P	Parking
L	Loading
BT	Bay Trail
S	Sharrow
L	Loading
E	Easement

8.3 Bicycle Access

The project extends regional Bay Trail and Blue Greenway along the shoreline and adds additional designated Class 2 and sharrow (class three) bicycle routes for connectivity from Illinois Street through the site. See Figure 8.1 for proposed bicycle routes. Refer to Section 2.3.2 of the SSMP for additional information and detail regarding bicycle routes and circulation. SFMTA retains the right to modify facilities post-construction after street acceptance as demand requires.

8.4 Transit Access

The project will establish a Transit Management Agency (TMA) to coordinate and implement Transportation Demand Management (TDM) strategies and provide a shuttle service to connect the site to regional transit hubs including BART and Caltrain. A route for TMA shuttles has been designated as shown on Figure 8.2.

Additionally, SFMTA is currently analyzing potential MUNI routes for access to Pier 70 and has indicated the route as shown on Figure 8.2. There will be a bus stop in both the inbound and outbound direction to be constructed prior to commencement of the MUNI bus route. The project will provide bus bulbs at these locations for effective bus loading operations, per SFMTA request.

Refer to Section 2.8 of the SSMP and Pier 70 SUD Vehicle Turning Supplement for additional information regarding transit access and specific turning studies for vehicle turning through the transit routes indicated.

8.5 Streetscape Design Considerations

8.5.1 Raised Streets

Based on its location and historic industrial character, the Project proposes a series of Raised Streets – a curbless street variant of Shared Public Ways as defined in the

San Francisco Better Streets Plan (BSP) – on 20th at the Waterfront and Maryland Street between 21st and 22nd Streets, where pedestrian activity in the vicinity of retail, adjacent plazas and parks will be more intensive than other parts of the site. The design intent is to calm traffic moving through this area to create a safe environment for pedestrians that encourages public recreational use and socialization. In order to distinguish from the BSP Shared Public Way category, which is intended to apply to small streets and prioritizes pedestrian use of the entire right-of-way over vehicles and bicycles, the term “Raised Streets” is introduced to capture the concept as applied in the Project. Within the Raised Streets, specific crosswalk locations will be provided to designate where pedestrians have priority to cross and parking lanes help separate the pedestrian zone from travel lanes. Drainage of Raised Streets is addressed in Section 14.2.8.

8.5.2 Traffic Calming

Roadways are designed as local streets with minimum lane widths with a strategic layout to avoid throughways, intended to reduce speeds and promote pedestrian and bicycle safety. In addition, raised streets and streetscape features such as bulbouts have been included to further the same purpose.

8.5.3 Fire Department Access

Fire trucks will utilize the entire travel way for turning movements at intersections. Intersections will be designed to provide 7-foot clear when fire trucks enter on-coming travel lanes. Fire truck turnaround locations will be coordinated with the SFFD and constructed consistent with the Fire Code at dead-end street locations.

The final street layouts and cross sections are detailed in the SSMP. The final configurations will be reviewed by the SFFD for conformance to the Fire Code.

Refer to Pier 70 SUD Vehicular Turning Supplement for detailed fire truck turning studies through proposed roadway network.

8.5.4 Street Pavement, Curb and Gutter, and Sidewalk Sections

The existing portions of 20th and 22nd Streets within the Developer Obligation Area will be reconstructed as a part of the Project. The City standard structural section for reconstructed existing and new on-grade roadways consists of eight inches of Portland Cement Concrete and two-inch asphalt concrete wearing surface. Alternative cross sections such as asphalt wearing surface over Class 2 aggregate base, cobblestones, decorative paving, and porous paving may be used if approved by the Acquiring Agency. City standard roadways will be maintained by the Acquiring Agency. Alternative materials have been proposed as a part of the SSMP and will be maintained by an Independent Maintenance Entity to be established by the project.

City standard curb and gutter will be maintained by the Acquiring Agency. Sidewalks and non-standard curb conditions such as flush curbs at raised streets, if approved by the Acquiring Agency and any affected City Department, will be maintained by an Independent Maintenance Entity to be established by the Project.

Based on Measure M-TR-10 of the Mitigation Monitoring and Reporting Program for the Pier 70 Mixed-Use District Project (MMRP) on Illinois Street, the Developer will replace curb ramps on east side at 20th Street intersection, construct new curb ramps on east side at newly constructed 21st Street intersection, and replace curb ramps on four corners at 22nd Street intersection. Replacement of the sidewalk on east side of Illinois Street between intersections with 20th, 21st, and 22nd Streets will be the responsibility of others, and will be a minimum of 10 feet in width, with

obstructions such fire hydrants and power poles relocated as feasible to ensure accessible path of travel to and from Project.

Paving in Illinois Street will be restored as needed based on utility trenching.

8.5.5 Street Lights

Streetlighting units - consisting of poles, foundations, and fixtures - will be designed and constructed for the proposed roadway network. Street lighting shall comply with City of San Francisco standards. The SSMP identifies a set of lamp fixtures and fixture types that will be specified, and surplus stock will be provided for repair and replacement of street lights by SFPUC. Project may submit street lighting units to the City for approval, and if not acceptable, the poles, foundations, and fixtures will be maintained by the project through an Independent Maintenance Entity through an MEP. The City, at its discretion, may choose to maintain approved fixtures and related electrical wiring on private poles through an agreement with the Independent Maintenance Entity.

8.6 Traffic Control and Signalization

The project will design and construct signalization to be implemented at the offsite intersections of Illinois Street at 20th Street and 22nd Street (based on MMRP Measure M-TR-10), as well as at the new intersection created at Illinois Street and 21st Street.

8.7 Maintenance and Street Acceptance

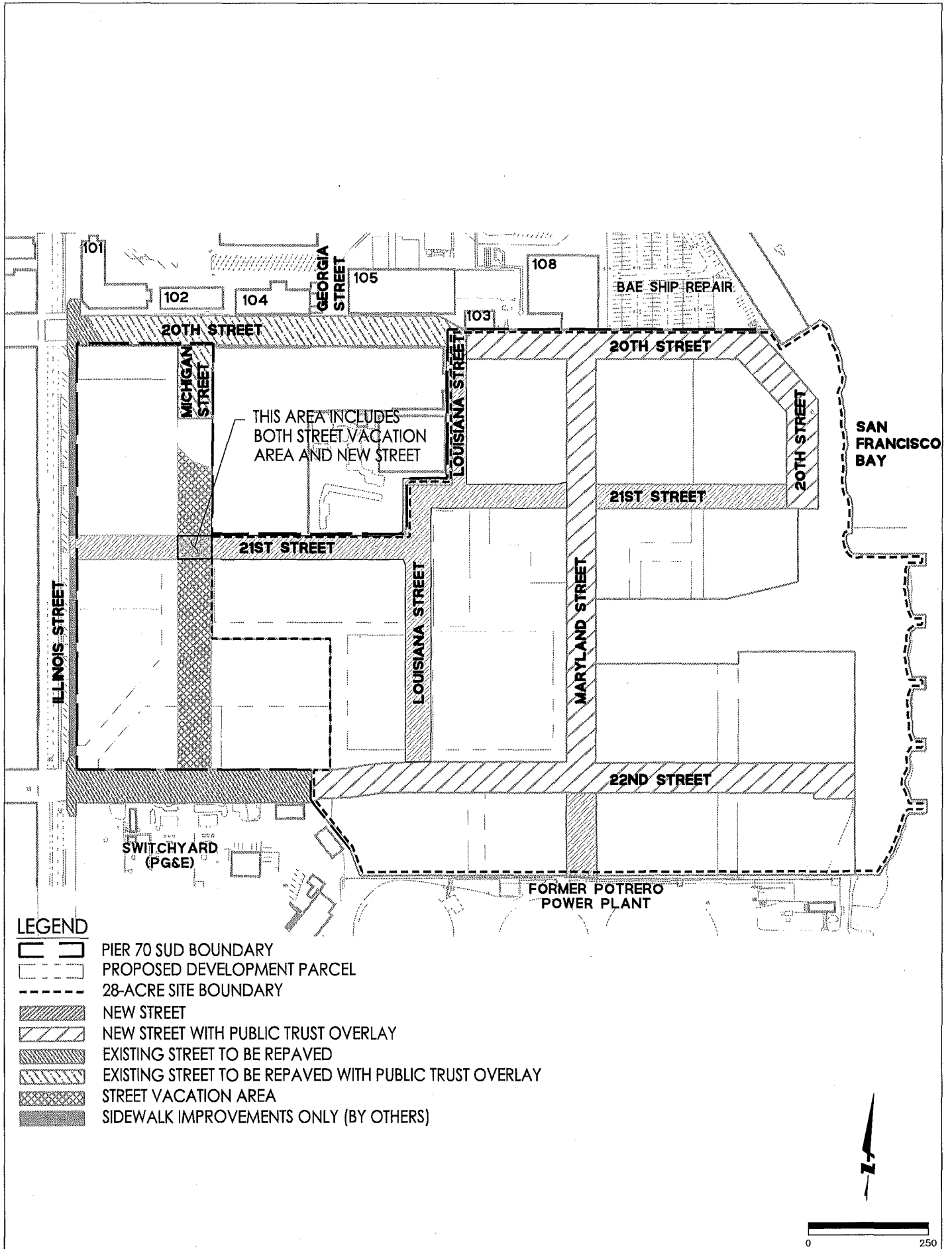
The Acquiring Agency will be responsible for maintenance and repair of the roadways under its ownership, except as otherwise agreed to and permitted through an MEP. The Developer will be responsible for maintenance of new and/or improved public streets within the Developer Obligation Area until such time as they are accepted by the Acquiring Agency for maintenance and liability purposes.

Upon acceptance of the new and/or improved public streets by the Acquiring Agency, responsibility for the operation and maintenance of the roadway and streetscape elements will be designated as defined in the various City of San Francisco Municipal Codes, except as otherwise agreed to and permitted through an MEP. An Independent Maintenance Entity, such as a Maintenance Community Facilities District (Maintenance CFD), will be established prior to occupancy and will provide a comprehensive management approach for those items that fall outside of the City's responsibility.

8.8 Phasing of Improvements

The new roadway system will be constructed in phases to match the Phases of the Project. The amount of the existing roadway repaired and/or replaced will be the minimum necessary to serve the Phase. The Phase will connect to the existing roadways as close to the edge of the Phase area as possible while maintaining safe access to the new development and the remainder of the Project site. The existing land uses will continue to utilize the existing roadways until replaced with new roadways. Bus stops will be added just prior to commencement of the MUNI bus route or with the last phase, whichever is earlier, and not necessarily with the phase in which they are located. Repairs and/or replacement of the existing facilities will be made as necessary to serve the Phase. Fire truck turnaround areas will be coordinated with the SFFD consistent with the Fire Code.

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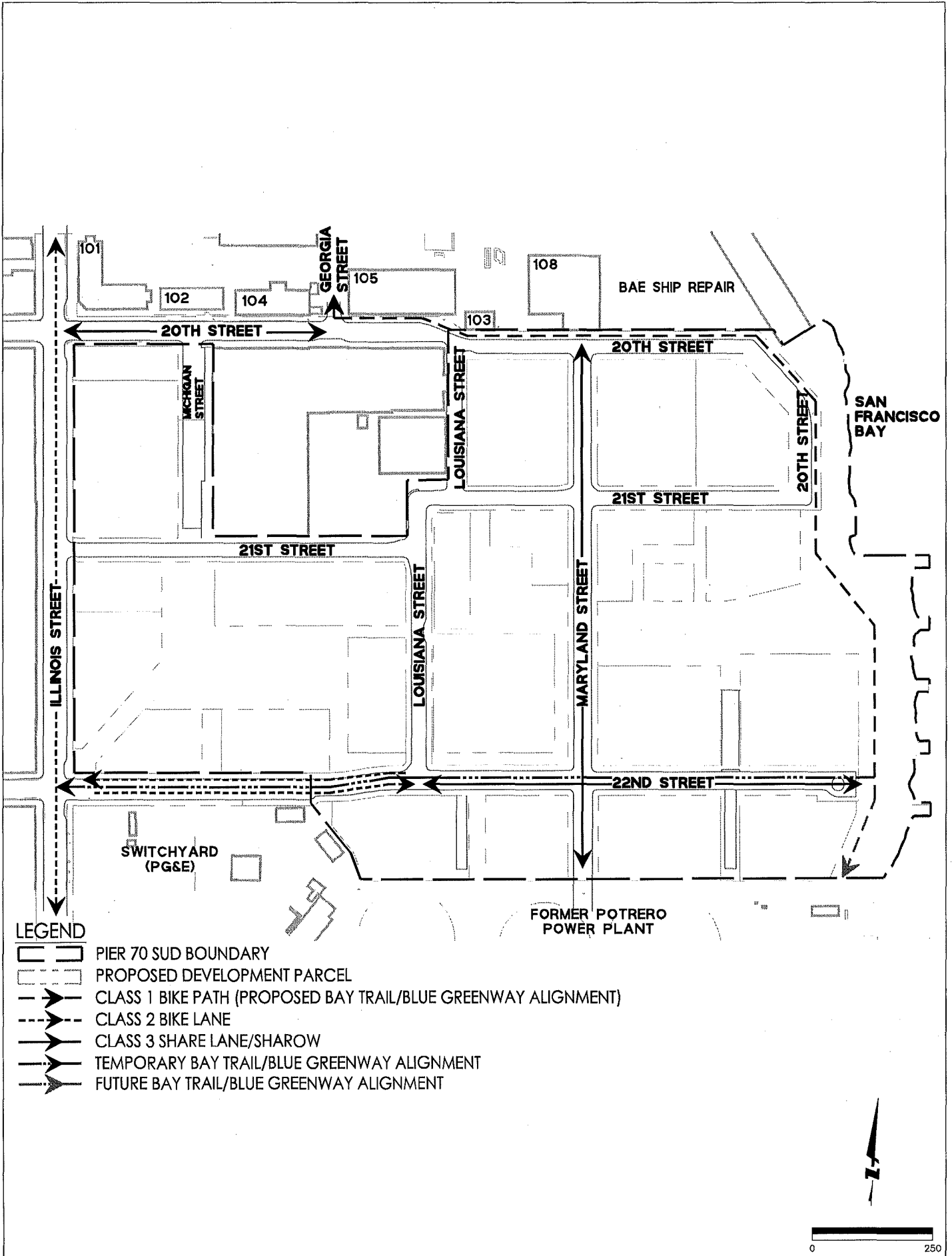


- LEGEND**
- PIER 70 SUD BOUNDARY
 - PROPOSED DEVELOPMENT PARCEL
 - 28-ACRE SITE BOUNDARY
 - NEW STREET
 - NEW STREET WITH PUBLIC TRUST OVERLAY
 - EXISTING STREET TO BE REPAVED
 - EXISTING STREET TO BE REPAVED WITH PUBLIC TRUST OVERLAY
 - STREET VACATION AREA
 - SIDEWALK IMPROVEMENTS ONLY (BY OTHERS)

PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 8.0: STREET LAYOUT

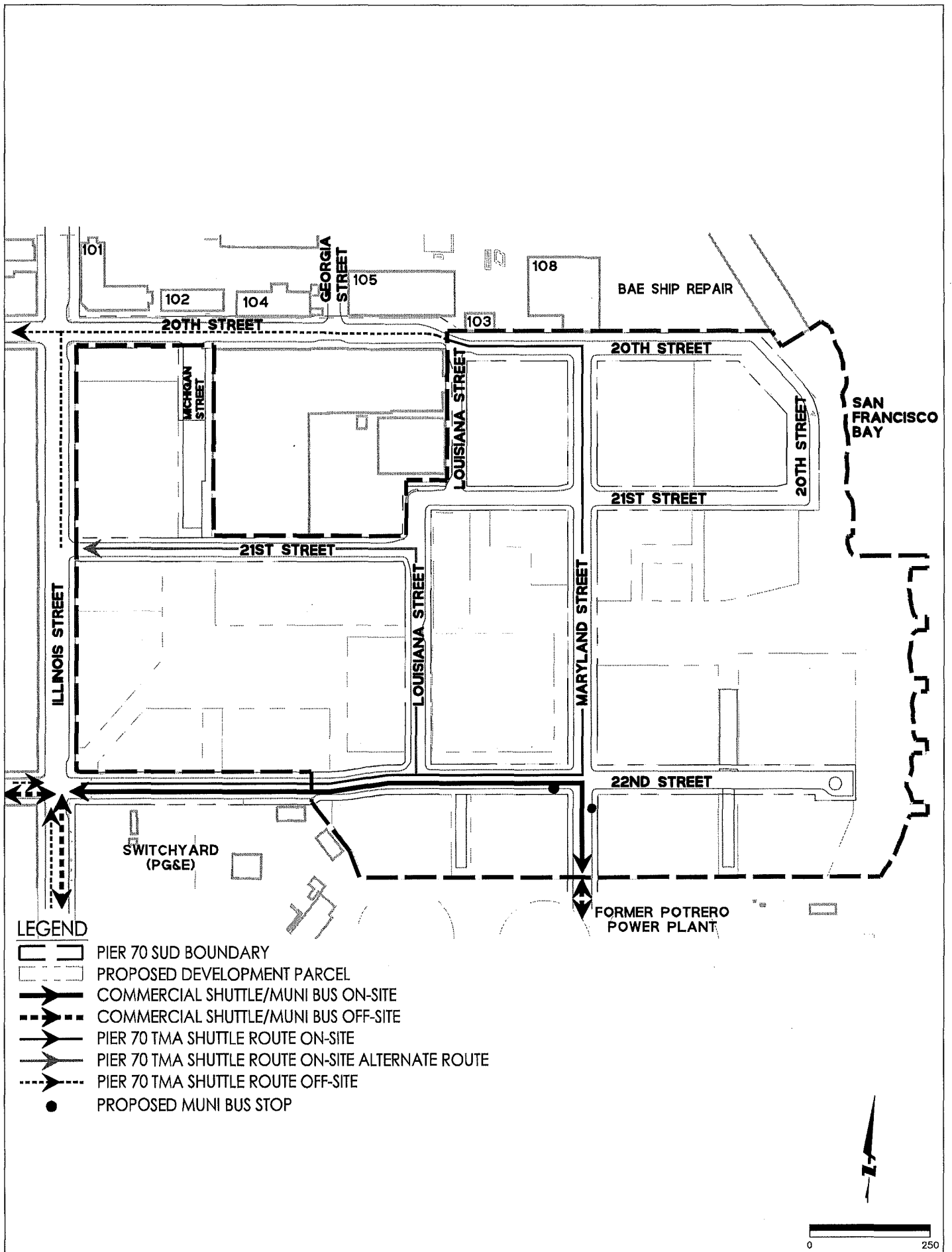
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PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 8.1: BICYCLE ROUTE

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LEGEND

- PIER 70 SUD BOUNDARY
- PROPOSED DEVELOPMENT PARCEL
- COMMERCIAL SHUTTLE/MUNI BUS ON-SITE
- COMMERCIAL SHUTTLE/MUNI BUS OFF-SITE
- PIER 70 TMA SHUTTLE ROUTE ON-SITE
- PIER 70 TMA SHUTTLE ROUTE ON-SITE ALTERNATE ROUTE
- PIER 70 TMA SHUTTLE ROUTE OFF-SITE
- PROPOSED MUNI BUS STOP

PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 8.2: TRANSIT ROUTE

9. Open Space and Parks

9.1 Open Space and Parks Overview

New parks will include open plazas adjacent to historic buildings, linear commons lined with retail uses, a waterfront promenade, a waterfront terrace with multi-use lawn, the extension of the Bay Trail through the Project site, a playground nestled between several buildings and a hill, and mid-block passages connecting the public realm to streets.

The proposed open space and parks respond to several key objectives:

1. To connect the Dogpatch neighborhood to the waterfront
2. To create a variety of vibrant public spaces for social interaction and respite
3. To enhance the resiliency of the site against sea-level rise
4. To retain a defining feature of the Historic District open areas
5. To project an identity for the site that draws from the character of the adjacent neighborhood and the history of the Pier 70 industrial waterfront.

In total approximately nine acres of parks will be provided within the Project. The proposed open space would supplement recreational amenities in the vicinity of the project site, such as the new Crane Cove Park in the northwestern part of Pier 70, and would include extension of the Blue Greenway and Bay Trail through the southern half of Pier 70 within the Project area.

These open spaces are anticipated to accommodate everyday passive uses as well as public outdoor events, including art exhibitions, theater performances, cultural events, outdoor fairs, festivals and markets, outdoor film screenings, evening/night markets, food events, street fairs, and lecture services. Fewer than 100 events per year are anticipated, including approximately 25 mid-size events attracting attendance between 500-750 people, and four larger-size events attracting up to 5,000 people.

Improvements in the Park and Open Space parcels will be subject to a site specific storm water management plan, which may include the presence of storm water features as part of a comprehensive storm water management approach for the Project. Some parks and open spaces will be subject to utility easements that may impact proposed improvements.

In addition to these publicly accessible open space areas, the Project could potentially include private open space areas such as balconies, rooftops, and courtyards that would be accessible only to building occupants.

Since the Project will install or modify 500 square feet or more of landscape area, compliance with San Francisco's Water Efficient Irrigation Ordinance, adopted as Chapter 63 of the San Francisco Administrative Code and the SFPUC Rules & Regulations Regarding Water Service to Customers. Compliance will be documented with improvement plans to be reviewed and approved by SFPUC prior to construction.

9.2 Proposed Open Space and Parks to be Built by Developer – Developer

Obligation Area

The Developer's Infrastructure obligations include the design and construction of the open space and park improvements within the Developer Obligation Area as summarized below in Table 4. A brief description of the new parks, open space facilities, and the Bay Trail is provided further below. Figure 9.0 illustrates the location of the proposed parks and open space.

Table 9.0: Proposed Parks and Open Space – Developer Obligation Area

Park	ID	Suggested Programming
Waterfront Promenade	WP-1	Multi-use Bay Trail, café dining terraces, furnished picnic and seating, shoreline pathway to craneway piers, viewing pavilions, large-scale public art and artifact pieces, public program uses
Waterfront Promenade	WP-2	
Waterfront Terrace	WTP	Multi-use Bay Trail, viewing pavilion, a social lawn, and eating/drinking area with picnicking, seating, and food and beverage operations.
Slipways Commons	SC-1	Connect interior to the waterfront, multipurpose uses including community gatherings, festivals, performances, art installations, nighttime and cultural events, café terrace, an event plaza and a viewing pavilion.
Slipways Commons	SC-2	
Market Square	OS-1	Outdoor market space, social centerpiece, pedestrian hub, informal and formal events, flexible space for open-air markets, market stalls, and small performances and gatherings
Building 12 Plaza	OS-2	Small plazas along edges of Building 12, display of artwork, seating, and ground-floor uses within building to extend outside, including café terrace, metal-frame remnant of Building 15
Parcel C2 Plaza	OS-3	Plaza located along the southern frontage of C2 with direct views of Building 12 at the core of the Project
Mid-Block Passages	-	Pedestrian amenities including seating, landscaping, pedestrian lighting, public art, retail displays, café access, temporary kiosks and/or food and retail trucks, as feasible

9.2.1 Waterfront Promenade (WP-1, WP-2)

The Waterfront Promenade would encompass a minimum 100-foot-wide portion of an approximately 5-acre waterfront park area (which includes the Waterfront Terrace and Slipways Commons open space areas; described below) located along



the central and southern shoreline of the project site. The Waterfront Promenade would include a north-south running pedestrian and bicycle promenade as part of the 20-foot-wide Blue Greenway and Bay Trail system that extends from Mission Creek to the southern San Francisco County line at Candlestick Point. Anticipated features include a café terrace outdoor dining terraces east of Parcel E3 and H2, and furnished picnic and seating terraces east of Parcels E3 and H2, which would provide park users with opportunities for waterfront viewing and passive recreation. A six-foot-wide informal shoreline pathway would run parallel to the rip-rap along the water's edge and would connect the various features at the Bay edge. The Pier 70 craneway piers along the water's edge would also be made accessible to the public and would offer opportunities for fishing and Bayfront viewing, as well as views back to the Pier 70 historic buildings. The Waterfront Promenade installation would include two of four possible viewing pavilions, large-scale public art and artifact pieces, within the project site, which would be designed to emphasize the view of the horizon as well as accommodate a variety of public program uses such as cultural events and gatherings.

9.2.2 Waterfront Terrace (WTP)

The Waterfront Terrace would be constructed along the northern half of the project site's shoreline, just to the north of the Waterfront Promenade, and orient views towards the active and historic shipbuilding activities north of the project site. The Waterfront Terrace includes three primary spaces: a third possible viewing pavilion to the north, a social lawn along the central portion, and an eating/drinking area along the southern portion, which would include picnicking, seating, and food and beverage operations. The Waterfront Terrace would also include the northern portion of the 20-foot-wide Blue Greenway and Bay Trail system within the project site.

There are no alterations planned for the existing dilapidated pier extending from the project site into San Francisco Bay which would remain in place under the Project. The Port through its historic resource consultant has determined that the existing building on the pier has lost its integrity as a contributing resource and the pier is collapsing into the Bay due to damage from winter storms. The dilapidated pier is not part of the Project.

9.2.3 Slipways Commons (SC-1, SC-2)

Slipways Commons open space would connect existing Buildings 2, 12, and 21 to the waterfront. This area would be designed as the most flexible, multipurpose of the open spaces, intended to accommodate community gatherings, festivals, performances, art installations, and nighttime and cultural events, as well as passive recreation during quieter times. Anticipated features include a café terrace and multifunction commons, an event plaza and a viewing pavilion. No streets are planned between Parcels E1, E2, E3 and E4 and Building 21 and the park, in order to maximize recreational use of the park and encourage pedestrian travel. As shown in Figure 2.6.1 of the SSMP, emergency vehicle access will be provided east of Maryland Street within a portion of SC-1 for access to Building 21.

9.2.4 Market Square (OS-1)

The Market Square is an outdoor market space framing the social centerpiece of Project. Market Square would be located directly north of historic Building 12 and east of Building 2 with four pedestrian access points. The approximately 1.5-acre plaza and square would provide the opportunity for informal and formal events, supporting flexible space for open-air markets, market stalls, and small performances and gatherings.

9.2.5 Building 12 Plaza (OS-2)

The Building 12 Plaza are small plazas along the east and southern edges of Building 12 (approximately 23 to 28 feet wide). The plazas will provide opportunities for display of artwork, seating, and ground-floor uses within building to extend outside. The southern plaza would also host a café terrace. The Project would potentially retain a metal-frame remnant of Building 15 above the new 22nd Street, directly south of Building 12.

9.2.6 Parcel C2 Plaza

The Parcel C2 open space includes a small park fronting 22nd Street that will feature enhanced landscaping and potentially limited seating.

9.2.7 Mid-Block Passages

Mid-block passages are publicly accessible pedestrian routes underneath a building or between two adjacent parcels. These paths are designed to connect between various amenities and pedestrian-oriented spaces. They include public staircases and narrow pedestrian paths, as well as alleys that connect between two streets. Some, but not all, mid-block passages are pedestrian-only private ROW that are closed to motorized vehicles. Mid-block passages will not be considered public open space on commercial blocks if building connector is constructed overhead.

9.3 Proposed Open Space and Parks to be Built by Other – Illinois Parcels

The Developer's Infrastructure obligations specifically exclude the design and construction of the open space and park improvements within the Illinois Parcels, as summarized herein.

9.3.1 Irish Hill Playground (IHP)

The Irish Hill Playground installation would be south and east of the existing remnant of Irish Hill. The Irish Hill Playground would include children's play areas (play slope and play pad) and other recreation opportunities, a picnic grove, a lounging terrace, and planted slopes and pathways. The non-native multi-trunk trees located on the remnant of Irish Hill would remain.

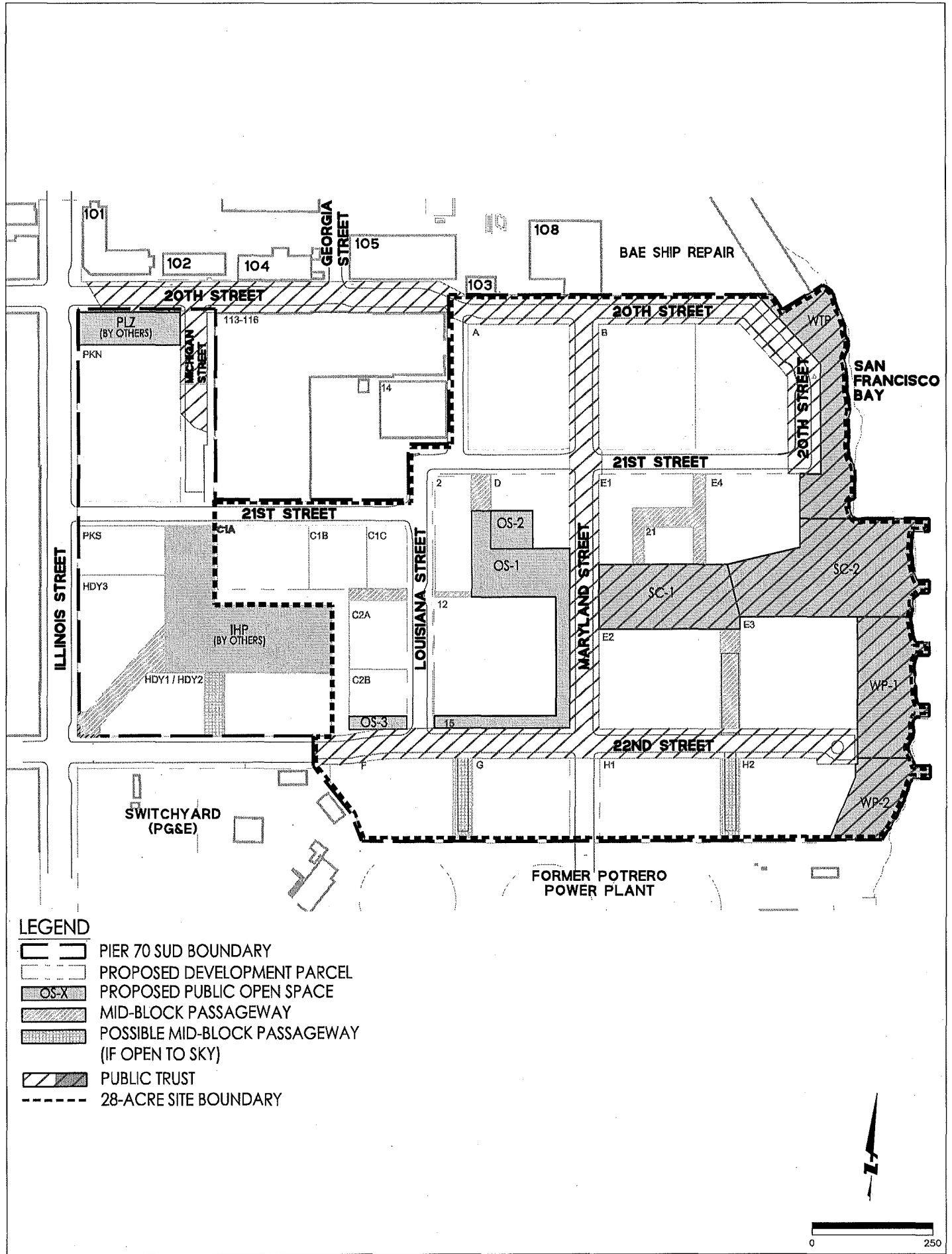
9.3.2 20th Street Plaza (PLZ)

The 20th Street Plaza open space area would be located at the southeast corner of the 20th Street and Illinois Street intersection, directly north of Parcel PKN. This gateway space would allow for direct views from Illinois Street and 20th Street to Building 113, on the Historic Core site. Potential features within the 20th Street Plaza include terraced seating areas, and stormwater management facilities.

9.4 Phasing, Operation and Maintenance

New open space and parks system will be constructed in phases to match the Phases of the Project. The Phase will connect to the existing open space and parks as close to the edge of the Phase area as possible where a logical transition line can be established within the open space improvement features.

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PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 9.0: OPEN SPACE EXHIBIT

10. Utility Layout and Separation

10.1 Utility Systems

The Project proposes to install public utility systems, including the combined sewer system, low pressure water (LPW) system, non-potable water (unless building by building graywater is implemented), auxiliary water supply system (AWSS), and dry utility systems. See Figure 10.0 Typical Utility Plan and Section.

10.2 Utility Layout and Separation Criteria

Utility main layout and separations will be designed in accordance with the City of San Francisco Subdivision Regulations (Subdivision Regulations) and SFPUC Utility Standards. Utility main separation requirements are presented in Table 10.0 Horizontal Utility Main Separation Matrix. Subdivision Regulations shall prevail unless a design modification is granted by SFPUC.

Table 10.0: Minimum Horizontal Utility Main Separation Matrix

Utility Separation	Combined Sewer	Combined Sewer Force Main	Potable Water (LPW)	Auxiliary Water Supply System (AWSS)	Non-Potable Water
Face of Curb	5' clear to OD (Ref 1, copied LPW)	5' clear to OD (Ref 1, copied LPW)	5' clear to OD (Ref 1)	5' clear to OD (Ref 1, copied LPW)	5' clear to OD (Ref 1, copied LPW)
Combined Sewer	---	3.5' min clear OD to OD (Ref 1)	10' clear OD to OD (Ref 2)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Combined Sewer Force Main	---	---	10' clear OD to OD (Ref 2)	3.5' min clear OD to OD (Ref 1)	3.5' min clear OD to OD (Ref 1)
Potable Water (LPW)	---	---	---	4' clear OD to OD (Ref 1 & 2)	4' clear OD to OD (Ref 1 & 2)
Auxiliary Water Supply System	---	---	---	---	3' clear to OD pipe (Ref 1)

Ref 1: San Francisco Subdivision Regulations, Diagram No. 1 Minimum Utilities Separation for Wastewater and Water – Combined Sewer System, dated October, 2014

Ref 2: CA Code of Regulations Title 22 Section 64572

10.3 Conceptual Utility Layout

The Project utility layout is designed to connect the proposed Project utility infrastructure to the existing adjacent public utility infrastructure facilities. Individual utility systems are further described and shown in Sections 11 through 16. Specific sections for each roadway are included in the Pier 70 SUD Roadway and Utility Section Supplement to be approved separately as part of the Master Utility Plans.

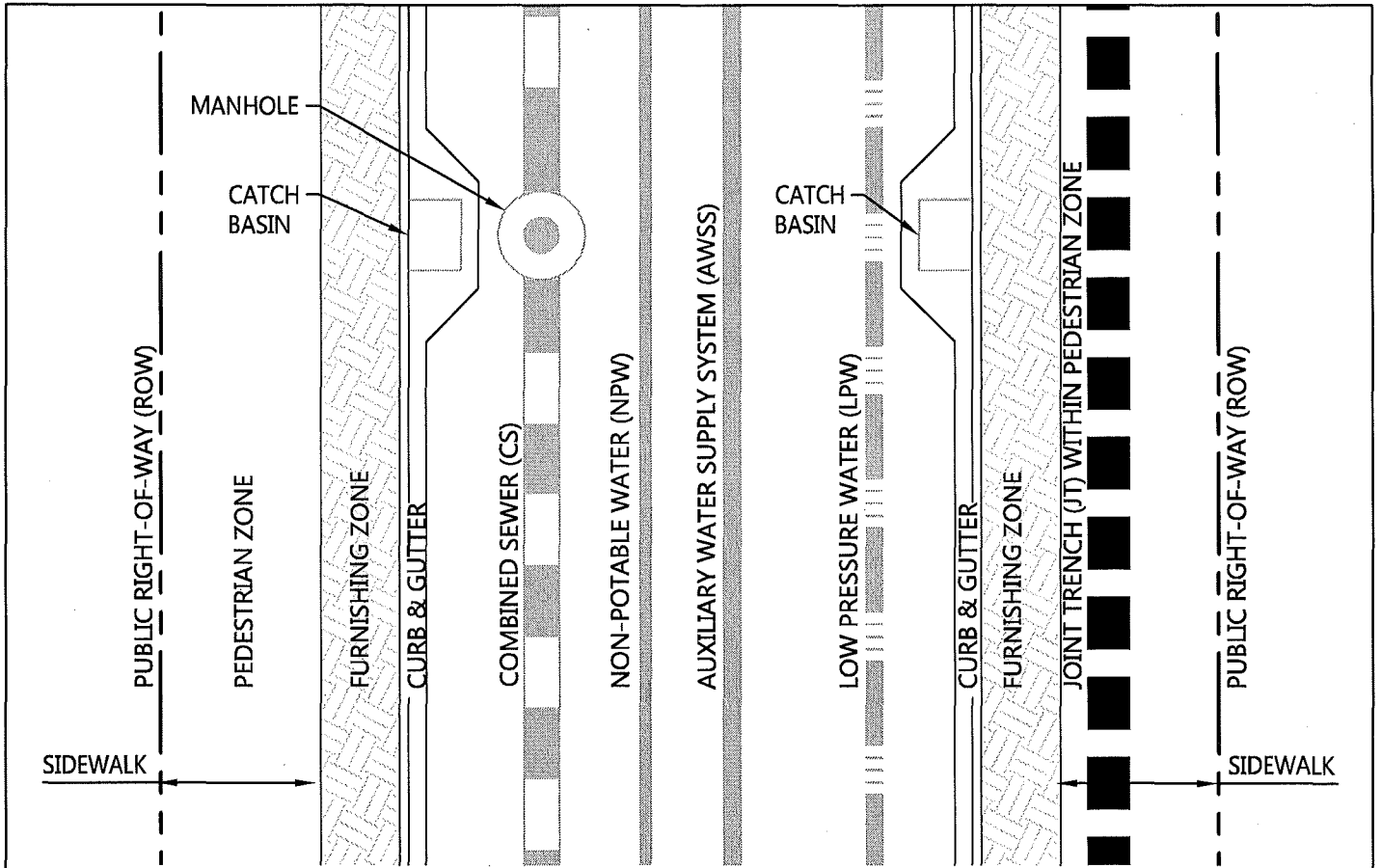
10.4 Utility Layout Requirements Exception or Design Modifications

Based on the utility sizing and roadway sections included in the Pier 70 SUD Roadway and Utility Section Supplement, proposed exceptions or design modifications may be required, subject to approval, for the following conditions

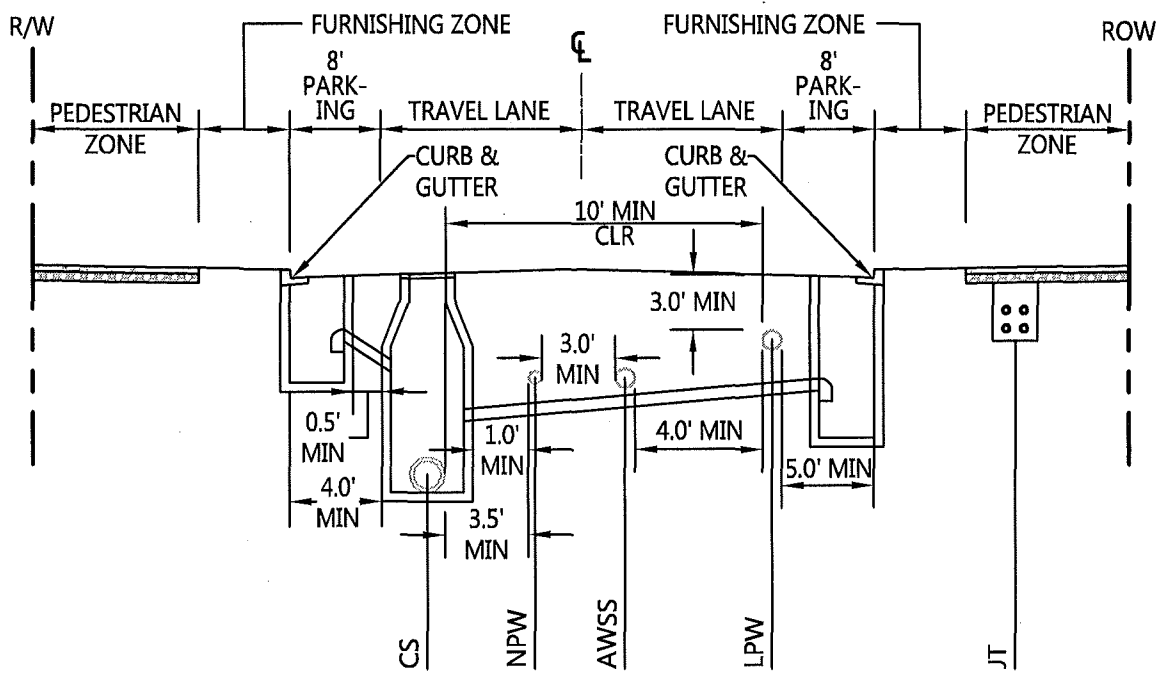
- Combined Sewer Force Main under multi-use path at 20th Street
- Low Pressure Water Main within 5.0 feet of face of curb at bulbout on 20th Street at Louisiana Street intersection

In accordance with the SSMP, an Independent Maintenance Entity will accept additional maintenance responsibilities caused by deviations from standards listed above, including restoration of the areas listed above where maintenance of utilities may impact improvements, subject to approval. SFPUC would be responsible only for temporary restoration with asphalt curbs or paving as is typical in standard roadways. The Independent Maintenance Entity would be responsible for final restoration as defined in a Maintenance Agreement to be executed with the Acquiring Agency for the street. A formal exception or design modification will be requested with the Project construction documents submittal, as needed.

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TYPICAL STREETS
NTS



TYPICAL UTILITY CROSS SECTION
NTS

NOTE: MANHOLE SHALL NOT BE LOCATED WITHIN THE PARKING SPACES.

11. Low Pressure Potable Water System

11.1 Existing Low Pressure Water System

Existing potable water service to the Project site is provided by a water supply, storage and distribution system owned and operated by SFPUC. The system provides domestic water supply and low pressure fire hydrants. The existing Low Pressure Water (LPW) system includes a 16-inch diameter transmission main on 3rd Street and local 8-inch and 12-inch distribution mains in the surrounding street network. The existing water mains in the vicinity of the Project are shown on Figure 11.0.

The Project site also includes a network of water service piping that will be removed or abandoned with Project development.

Hydrant flow tests were performed on the hydrants in the vicinity of the Project to establish pressure and flow of the existing system, and create a model for the Project. Results of the 6 hydrant flow tests are included in Table 11.1. For additional information on the flow tests performed by the SFFD, including a map of hydrant locations, see Appendix F of the Low Pressure Water Master Plan (LPWMP).

Table 11.1: Existing Fire Hydrant Flow Data

Hydrant	Observed Flow (gpm)	Static Pressure at Gauge (psi)	Observed Pressure During Flow Test (psi)	Pressure Drop During Flow Test (psi)
1	924	72	69	3
2	809	72	70	2
3	1,093	72	66	6
4	1,067	72	71	1
5	1,144	72	71	1
6	791	62	57	5

11.2 Proposed Low Pressure Water System

11.2.1 Proposed Water Demands

The Project water demands are identified in Table 11.2.

Table 11.2: Project Domestic Water Demands

Scenario	Maximum Residential Scenario Demand (gpm)	Maximum Commercial Scenario Demand (gpm)
Average Day Demand (ADD)	299	246
Max Day Demand (MDD) (Peaking Factor 1.2)	358	295
Peak Hour Demand (PHD) (Peaking Factor 2.6)	792	652
Required Fire Flow	2000	2000
Maximum Demand (MDD + Fire Flow)	2,358	2,295

For additional information on the Project's methods used for calculating domestic water demands, including specific unit water demands used, see the LPWMP.

11.2.2 Project Water Supply

As required by the California Water Code, SFPUC prepared and approved a Water Supply Assessment for the Project, dated May 4, 2016. SFPUC concluded that there are adequate water supplies to serve the Project and cumulative retail water demands during normal years, single dry years, and multiple dry years over a 20-year planning horizon.

11.2.3 Proposed Water Distribution System

The Developer's infrastructure obligation includes the design and construction of the proposed LPW distribution system within the Developer Obligation Area identified in Figure 1.0, except on 20th street between Illinois and Louisiana Street where there is an existing 12-inch main LPW line. The Developer will prepare a work plan to assess the condition of this LPW line to determine if it is suitable to support the project based on criteria provided by SFPUC and retain the LPW line as appropriate. Should the existing 12-inch main LPW line not meet the SFPUC criteria, the Developer will replace the line on 20th Street between Illinois and Louisiana Street. The proposed water distribution system is shown in Figure 11.0. The LPW system consists of the backbone improvements – such as 8-inch and 12-inch low pressure mains, fittings, valves, and hydrants, service laterals, meters and appurtenant installations.

Developer will strive to install laterals at the time the main is constructed in accordance with the Subdivision Regulations. However in cases where the adjacent vertical development lags too far behind the infrastructure construction to install the lateral with certainty, Developer may request to defer installation of laterals, subject to case by case approval as an exception to the Subdivision Regulations in accordance with Subdivision Code Section 1312. The deferral will be subject to certain pavement restoration requirements within the moratorium area to be identified as a condition to the exception. Connection details will be provided with the Improvement Plans for review and approval by SFPUC.

The LPW distribution system will connect to the existing low pressure water system at Louisiana Street and 20th Street, Illinois Street and 21st Street, and Illinois and 22nd Street. The LPW infrastructure will be located within the paved area of the street and provide a minimum clearance from the outside of the pipe of 5.0 feet to

face of curb, except for a small section of pipe on 20th Street at Louisiana Street (if exception/design modification is approved by SFPUC and SFDPW) due to a bulbout at this location.

Vertical and horizontal separation distances between adjacent combined sewer system, non-potable water and dry utilities will conform to the requirements outlined in Title 22 of the California Code of Regulations and the State of California Department of Health Services Guidance Memorandum 2003-02 and the Subdivision Regulations. Figure 10.0 shows typical utility alignment and roadway sections.

Required disinfection of new mains and connections to existing mains must be performed by SFPUC at Developer's cost.

11.2.4 Low Pressure Water Design Criteria

The proposed LPW system is required to maintain 20 psi minimum residual pressure and 14 fps maximum velocity during MDD plus Fire Flow. The system will also maintain 40 psi minimum residual pressure and 8 fps maximum velocity during PHD. The Project water system is modeled in the LPWMP to confirm the on-site LPW system will meet pressure and flow requirements.

11.3 Potable Water Fire Protection

The potable water system will be the primary fire water supply for the Project site. The potable water system will be designed to provide the maximum daily demand plus a design fire flow of 2,000 gpm. The 2,000 gpm fire flow will provide adequate fire protection for the new construction. The existing historical structures to remain will be retrofitted with appropriate fire protection systems when they are remodeled for commercial use and will be designed based on the 2,000 gpm flow available.

The project will coordinate with the SFFD for the final location of potable water fire hydrants around the Project.

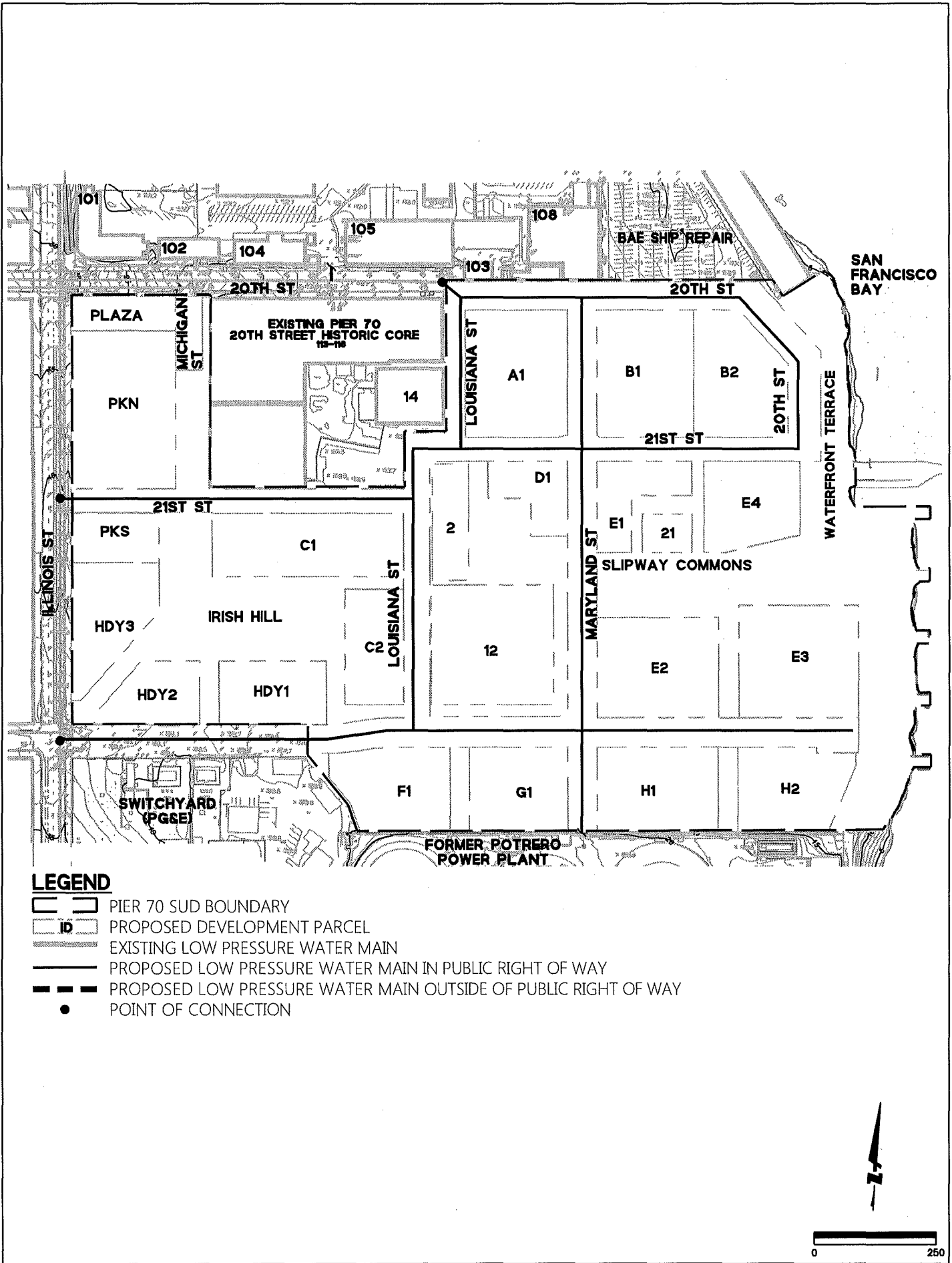
11.4 Low Pressure Water System Phasing

The new LPW system will be installed based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase consistent with the Project Phasing Plan to be approved with the Basis of Design. The amount and location of the proposed LPW system installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system. Repairs and/or replacement of the existing facilities will be made as necessary to support the proposed Development Phase. Temporary LPW systems may be constructed by Developer and maintained by SFPUC at Developer's expense as necessary to support existing LPW facilities impacted by proposed Development Phases.







Impacts to improvements installed with previously constructed portions of the development due to the designs of subsequent phases will be the responsibility of the Developer and addressed prior to approval of the construction documents for the subsequent Phase.

For each Development Phase, the Developer will provide a Low Pressure Water Utility Report describing and depicting the existing LPW infrastructure and the proposed phased improvements and demonstrate that the Development Phase will provide the required pressure and flow.

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LEGEND

-  PIER 70 SUD BOUNDARY
-  PROPOSED DEVELOPMENT PARCEL
-  EXISTING LOW PRESSURE WATER MAIN
-  PROPOSED LOW PRESSURE WATER MAIN IN PUBLIC RIGHT OF WAY
-  PROPOSED LOW PRESSURE WATER MAIN OUTSIDE OF PUBLIC RIGHT OF WAY
-  POINT OF CONNECTION

PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 11.0: LOW PRESSURE WATER LOCATION

12. Non-Potable Water System

In September 2012, the City and County of San Francisco adopted the Non-Potable Water Ordinance allowing the collection, treatment, and use of alternative water sources for non-potable applications. In October 2013, the ordinance was amended to allow district-scale water systems consisting of two or more building sharing a non-potable water system. The ordinance was further amended in July 2015 to mandate the installation of onsite non-potable water systems in new developments 250,000 sf or more (the "Non-Potable Water Ordinance", Ordinance 109-15 – Mandatory Use of Alternate Water Supplies in New Construction). The project will comply with local ordinances by either supplying non-potable water demands through a network of non-potable water pipes supplied from a district wide Water Treatment and Recycling System (WTRS) located just outside of the Developer Obligation Area in Building 108 or by implementing graywater reuse on a building by building basis through the site. Should the project proceed with the parcel by parcel graywater reuse systems, the project will apply for an exemption from requirements for recycled water in the proposed roadway network and if granted will not install NPW mains in roadways.

12.1 Existing Recycled Water System

The Project is located within the City's designated recycled water use area, however a City recycled water system is not currently available within or near the Project. The Project may be served by the City's recycled water supply in the future as a back-up in the event a district-wide WTRS is implementable.

12.2 Proposed Non-Potable Water System

The Project will either implement parcel-based graywater reuse systems or a district wide WTRS to comply with the City's Non-Potable Water Program. The Developer's Infrastructure obligations include the design and construction of either proposed Non-Potable Water (NPW) system variants within the Developer Obligation Area identified in Figure 1.0 and further described in 12.2.1 and 12.2.2. The decision between parcel-based or district-wide WTRS will be made prior to construction of Phase 1 based on market viability and the SFPUC Non Potable Water application procedures.

The project Non-Potable Water (NPW) demands are identified in Table 12.0 and in the Non-Potable Water Master Plan (NPWMP). The NPWMP outlines the Project's methods used for calculating non-potable water demands, including specific unit water demands used.

Table 12.0: Project Non-Potable Domestic Water Demands

Scenario	Maximum Residential Scenario Demand (gpm)	Maximum Commercial Scenario Demand (gpm)
Average Day Demand (ADD)	95	113
Max Day Demand (MDD) (Peaking Factor 1.4)	134	158
Peak Hour Demand (PHD) (Peaking Factor 3.0)	286	339

12.2.1 Parcel Based Graywater Variant

A City source of RW is not available at the site. Should the project proceed with Parcel based Graywater to address NPW demands, each parcel will implement graywater reuse to supply NPW demands within the building. In the event that irrigation of parks and open space can be provided with pipes from adjacent

buildings, the project would file an application for an exemption from requirements for RW in the proposed roadway network, and a RW distribution network would not be installed if the exemption is approved. In the event an exemption is not granted, a RW distribution system would be installed with cross-connections to the LPW system within the Developer Obligation Area, but not extending to off-site users.

12.2.2 District WTRS Variant

As described and shown in the Updated District-Scale Wastewater Treatment and Reuse Project Summary for the Pier 70 SUD Project, dated September 27, 2016 by AECOM, if implemented, the WTRS will be located north of 20th Street, in Building 108 or in the parking lot east of Building 108 adjacent to the BAE Ship Repair Facility. The WTRS may collect blackwater, graywater, and/or rainwater from the project, and will include the following in one centralized location: feed tank, trash trap, bioreactor, disinfection and storage tank, and possibly heat recovery. Wastewater flows in excess of the non-potable demand will be discharged to the municipal sewer. Liquid waste from the reactor is assumed to be discharged to municipal sewer or be hauled away by truck to a location permitted to accept liquid waste, in compliance with the Hazardous Materials Business Plans for Wastewater Treatment and Reuse Systems. Trash trap waste is assumed to be disposed of with other landfill waste. The WTRS will be enclosed and odor control unit(s) will be installed and vented to the atmosphere. The footprint of the facility will be approximately 10,000 to 20,000 square feet and will be sized for a total capacity up to 150,000 gallons per day (depending on final project demands) and designed to allow expansion of the treatment capacity by phase.

Should the project proceed with the District WTRS Variant, the following would apply:

12.2.2.1 Proposed Non-Potable Water Supply

Under the district wide WTRS scenario, NPW will be supplied by a WTRS that will divert flows from the combined sewer system, treat these flows, and generate NPW for use on site. Excess combined sewer flow would be pumped in the 20th Street force main to the combined sewer system to Illinois Street, which would require agreement with SFPUC.

12.2.2.2 Proposed Distribution System

Under the district wide WTRS scenario, the Developer's Infrastructure obligations include the design and construction of the proposed non-potable water distribution system within the Developer Obligation Area identified in Figure 1.0. A private entity may own and operate the NPW system once complete within a Major Encroachment Permit, or alternatively, the Developer may explore the possibility that the SFPUC would own and operate the NPW distribution system. The proposed NPW distribution system is shown in Figure 12.0 for the WTRS scenario. The NPW system consists of the backbone improvements - such as 8-inch low pressure mains, fittings, and valves, service laterals, meters and appurtenant installations. Developer may choose to request to defer installation of laterals in certain cases where the adjacent vertical development will lag the infrastructure construction, subject to case by case approval as an exception. See Section 11.2.3 for full explanation. If operated by a private entity, an encroachment permit will be required for the NPW system located in public rights of way.

12.3 Non-Potable Water System Phasing

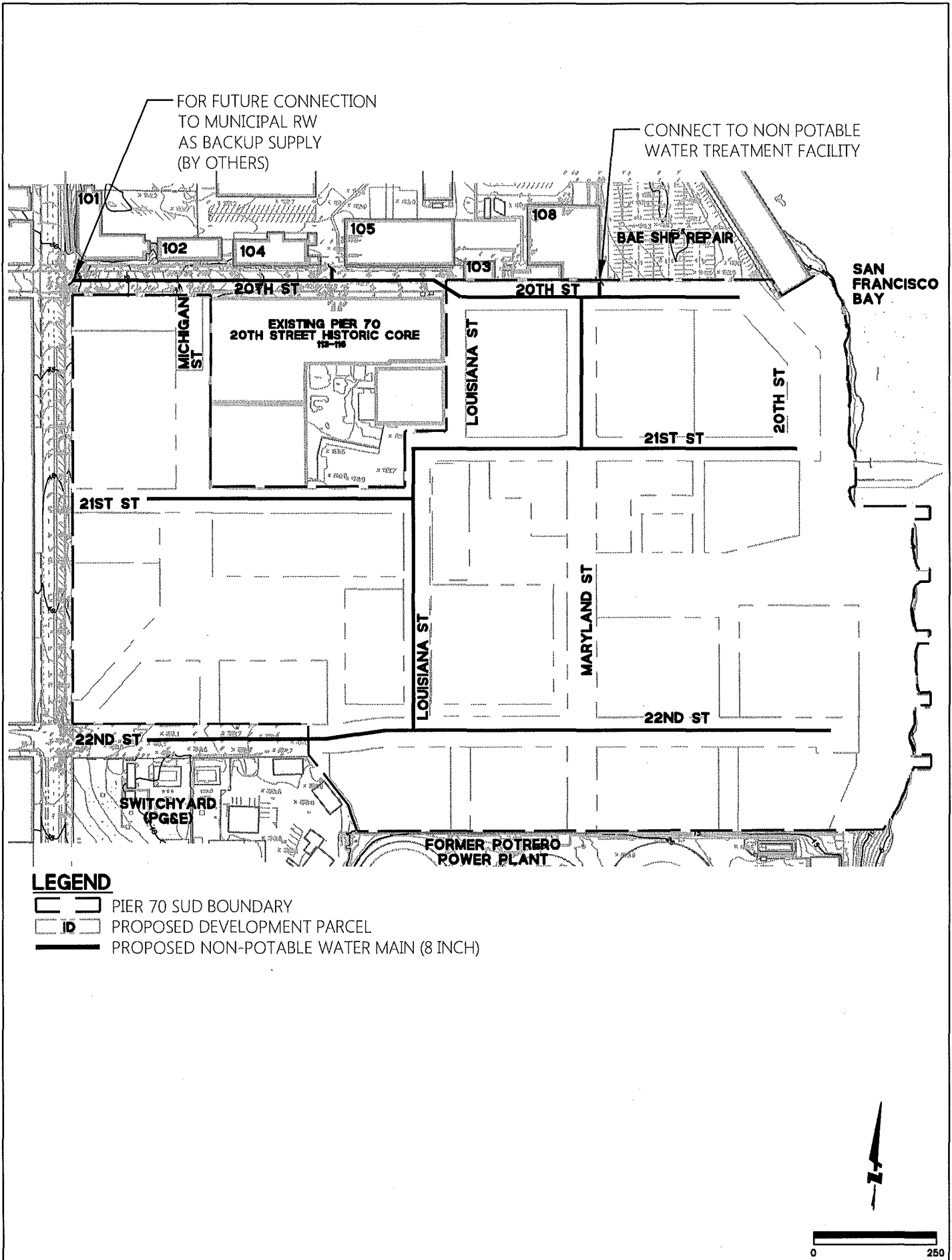
The new NPW system will be installed based on the principle of adjacency, and as-needed to facilitate a specific proposed Development Phase the Project Phasing Plan to be approved with the Basis of Design. . The amount and location of the proposed NPW

system installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system. Each phase will be operational prior to occupancy of proposed buildings to be constructed as a part of that phase.

The Operator of the NPW distribution system will be responsible for the new, phased NPW facilities once construction of the improvements is complete. In the event that the Operator is a private entity, a major encroachment will be needed for the NPW distribution system. Alternatively, the Developer may explore the possibility that the SFPUC would operate the NPW distribution system. Impacts to improvements installed with previously constructed portions of the development due to the designs of subsequent phases will be the responsibility of the Developer and addressed prior to approval of the construction documents for the subsequent Phase.

For each Development Phase, the Developer will provide the City a Non-Potable Water Utility Report describing and depicting the existing NPW infrastructure and the proposed phased improvements and demonstrate that the Development Phase will provide the required pressure and flow.

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PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 12.0: NON-POTABLE WATER LOCATION

13. Auxiliary Water Supply System (AWSS)

13.1 Existing AWSS Infrastructure

The SFPUC, in cooperation with the San Francisco Fire Department (SFFD), owns and operates the Auxiliary Water Supply System (AWSS), a high-pressure, non-potable water distribution system dedicated to fire suppression that is particularly designed for reliability after a major seismic event. Currently, a 14-inch AWSS main exists in 3rd Street.

13.2 AWSS Regulations and Requirements

New developments within the City must meet the fire suppression objectives that were developed by SFPUC and SFFD. Developer will prepare a design study that is equivalent to a Master Utility Plan for AWSS and submit with the Basis of Design as part of each Phase. The SFPUC and SFFD will work with the Developer to determine post-seismic event fire suppression requirements during the planning phases of the Project. Requirements will be determined based on building density, fire flow, pressure requirements, City-side objectives for fire suppression following a seismic event, and proximity of new facilities to existing AWSS facilities. AWSS improvements will be located in public right-of-way, or on Port of San Francisco property within a public easement, as approved by SFPUC on a case-by-case basis.

13.3 Proposed AWSS Infrastructure

To meet the SFPUC and SFFD AWSS requirements, the Project will be required to incorporate new AWSS infrastructure. The Developer's Infrastructure obligations include the design and construction of the proposed AWSS within the Developer Obligation Area identified in Figure 1.0 as well as the offsite AWSS extension in 20th Street between 3rd Street and Illinois Street, including the tie-in to the existing AWSS in 3rd Street. In addition, the system includes an AWSS extension in 22nd Street between 3rd Street and Illinois

Street, including the tie-in to the existing AWSS in 3rd Street, to be designed and constructed by other Developers to serve the Hoedown Yard development.

The potable water system will be the primary fire water supply for the Project site. The AWSS is a redundant system that will be designed for enhanced post-seismic reliability achieved through geotechnical stabilization and use of more robust materials such as Earthquake Resistant Ductile Iron Pipe (ERDIP).

The AWSS consists of the backbone improvements - such as high pressure ERDIP mains, fittings, valves, and hydrants. Pipe diameter will be determined based on modeling of the system to be performed by SFPUC and their consultants and presented in the Basis of Design for each Phase. SFPUC shall work in good faith with Developer to provide reasonable criteria for the proposed interim condition prior to connection through PPP with the goal of not oversizing the piping beyond what will be required in the ultimate looped condition. The AWSS generally does not include service laterals that connect to buildings. The proposed AWSS layout consists of the following, as depicted on Figure 13.0, that would create a new reliable auxiliary system to complement the potable water fire protection system with multiple points of connection to the existing City AWSS.:

1. Developer Obligation: An L-shaped segment of high-pressure mains connecting to the existing AWSS distribution system in 3rd Street at 20th Street, extending through 20th Street and Maryland Street, and connecting through the future development area in former Potrero Power Plant. The Developers of former Potrero Power Plant will construct a mirror L-shaped segment that will connect back to the existing AWSS distribution system in 3rd Street at 23rd Street, creating a loop between the two sites. There will be new hydrants every 500 feet (or as approved by SFFD) within the Project as part of this L-shaped segment. In the event that the former Potrero Power Plant development project has not commenced construction of AWSS

infrastructure within their site prior to completion of Phase 3 at Pier 70, Developer will be required to install AWSS pipe in 22nd Street between Maryland Street and the existing City AWSS to complete a second point of connection as a condition of acceptance of Phase 3 streets. Developer must include this possible AWSS in the affected utility sections of 22nd Street for future planning purposes.

2. By Others: A straight extension of high-pressure main connecting to the existing AWSS distribution system in 3rd Street at 22nd Street to Illinois Street, where a fire hydrant will be located at the northeast corner.

A typical utility section identifying clearances to other infrastructure within the roadway network is identified in Figure 10. Final design of the AWSS for the project will be determined by the SFPUC and SFFD in consultation with the Developer.

13.4 Proposed System Wide Improvements

Based on a recent study commissioned by SFPUC, additional improvements are being considered to enhance AWSS service to the project vicinity, including Mission Bay. In addition to the Proposed AWSS Infrastructure listed in Section 13.3, Developer will provide a one-time capital contribution not to exceed \$1,500,000 current dollars to the City, subject to a 4.5% escalation calculated from the time of project approval, to pay for a share of the system-wide improvements proposed in the vicinity of the project. This payment amount will be provided based on an actual fair share calculation up to the specified amount and must be utilized to pay for improvements that benefit the project. Unless the parties mutually agree to a different payment trigger, payment will be due at the earlier of either SFPUC's Notice to Proceed for the system-wide improvements or acceptance of the final City street in Phase 3.

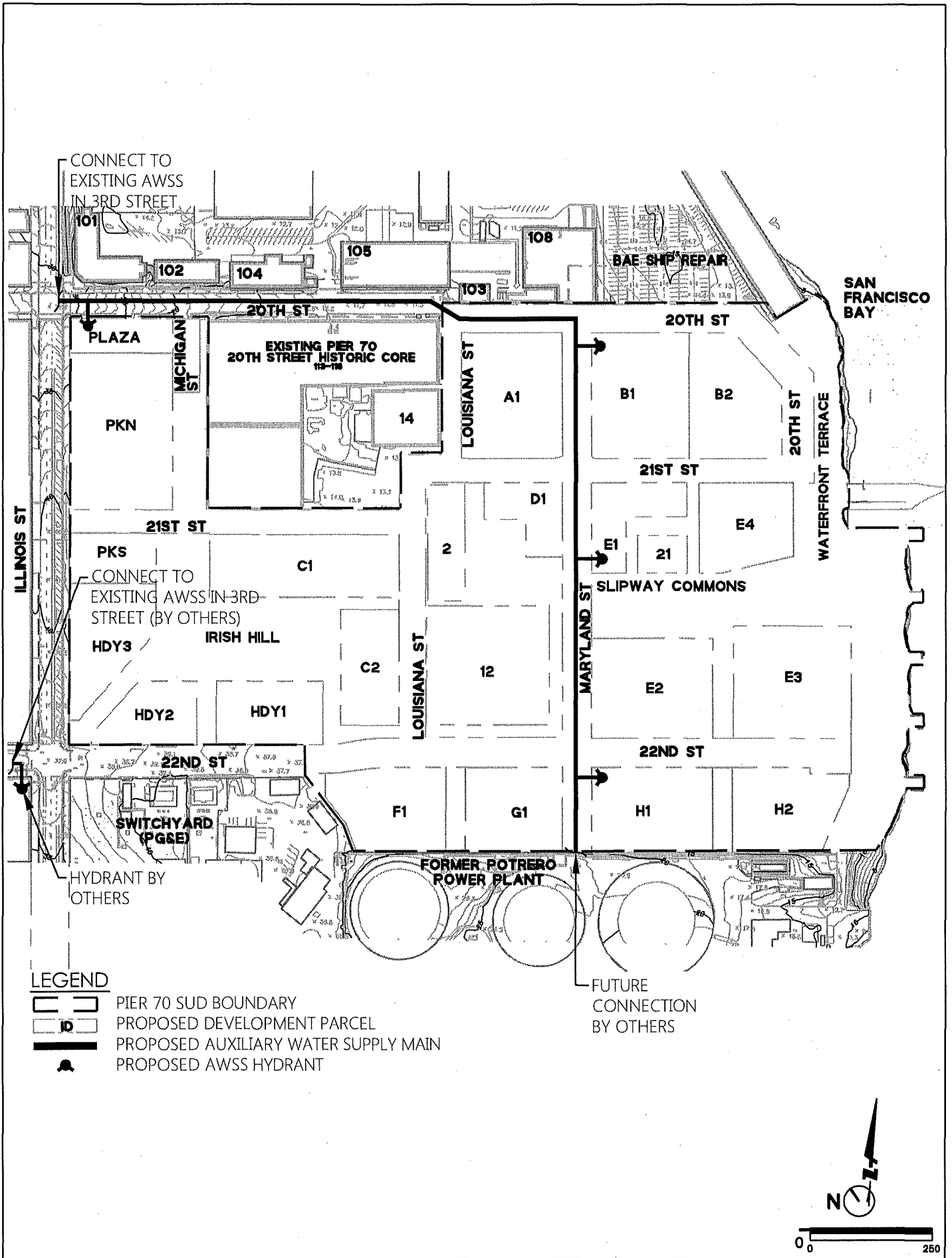
13.5 AWSS Phasing

The new AWSS will be installed based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase the Project Phasing Plan to be approved with the Basis of Design. . The amount and location of the proposed AWSS installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system.

The SFPUC will be responsible for maintenance of SFPUC-owned AWSS facilities. . Impacts to improvements installed with previously constructed portions of the development due to the designs of subsequent phases will be the responsibility of the Developer and addressed prior to approval of the construction documents for the subsequent Phase.

For each Development Phase, the SFPUC will provide flow and pressure capacity of the existing AWSS that project system is connecting to at the Developer's Expense. The developer, in conjunction with its consultants, will provide an AWSS Report describing the pressure and flow the AWSS provides with each phase. The construction documents will be completed by the Developer in conjunction with the SFPUC.

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PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 13.0: AUXILIARY WATER SUPPLY LOCATION

14. Combined Sewer System

14.1 Existing Combined Sewer

The project is located in the City's Central Basin Combined Sewer System (CSS) district where sanitary sewer and storm water are collected and conveyed in the same system.

14.1.1 Existing Drainage Areas

The Project site is part of a larger 51.0 acre drainage area identified in the March 13, 2014 SFPUC memorandum, "Pier 70 Development – 20th Street Pump Station Hydraulic Assessment."

14.1.2 Existing Sewer Demands

Based on the March 13, 2014 SFPUC memorandum, "Pier 70 Development – 20th Street Pump Station Hydraulic Assessment," existing Average Dry Weather Flow (ADWF) is 100 gpm and the existing Peak Dry Weather Flow (PDWF) is 200 gpm.

14.1.3 Existing Combined Sewer System

The drainage basin is served by an existing CSS that includes a gravity collection system, pump station, force main, storage and CS control structures and CS outfall structures.

The CS gravity collection system includes 8-inch and 18-inch CS mains (to remain) in 20th Street between Illinois Street and the future Georgia Street at the BAE shipyard entrance. A 42-inch storage pipe then conveys flow along 20th Street from Georgia Street to the CS pump station near the Bay at the east end of 20th Street, is also known as the SFPUC 20th Street Pump Station. A 54-inch storage pipe extends approximately 950-feet south. The 42-inch storage pipe, 54-inch storage pipe, and 20th Street Pump Station will be replaced as part of the Project.

There are other Port owned sanitary sewer mains on the site that will be removed or abandoned as part of the Project.

The pump station pumps sanitary sewer and storm events consistent with the applicable NPDES Permit to the 27-inch gravity CS main in Illinois Street via a 10-inch diameter force main in 20th Street and a portion of Illinois Street. This pump station has the capacity to pump sanitary sewer flows and minor storm events. The pump station works in conjunction with 42-inch and 54-inch on site storage pipes and control structures for existing outfall structures 30 and 30A to manage stormwater and limit the number of CS outfall events as identified in the City's NPDES permit.

14.2 Proposed Combined Sewer

The project will continue to use a CSS for conveyance of sanitary sewer and storm water flows from the Project site. Because the project is over 250,000 gross square feet it will be subject to Article 12C of the San Francisco Health Code, Onsite Water Reuse Ordinance. To comply with this ordinance the Project will either implement gray water reuse on a parcel by parcel basis or implement a District Wide Water Treatment and Recycling System. The CSS is conservatively analyzed without assuming any reduction from wastewater treatment and reuse of non-potable water.

The Developer's infrastructure obligation includes the design and construction of the new combined sewer force main (CSFM) in 20th Street between Louisiana Street and the combined sewer pump station. The Developer will prepare a work plan to assess the condition and appropriate sizing of the remainder of the existing offsite CSFM that connects to the City CSS in Illinois Street to determine if it is suitable to support the project based on criteria provided by SFPUC and retain the CSFM appropriate. Should the existing 10-inch CSFM not meet the SFPUC review and criteria, the Developer will replace

the line on 20th Street between Illinois Street and Louisiana Street as well as the line in Illinois Street between 20th Street and the manhole near 21st Street. The replacement of this infrastructure is at the sole discretion of the SFPUC.

14.2.1 Drainage Area

A portion of the drainage area previously directed to the existing CS Pump Station will be connected directly to the gravity main located in Illinois Street, to which the pump station ultimately drains. This reduced area is the western and southern half of Buildings PKS, HDY2 and HDY3 and totals approximately 1.2 acres. Additionally, sewer contributions from these structures will also be directed to the gravity main in Illinois Street. The remainder of the drainage area previously draining to the pump station totals approximately 49.8 acres and will continue to follow this drainage pattern.

14.2.2 Proposed Sanitary Sewer Demands

Project sanitary sewer demands conservatively assume 95% return on potable water and 100% return on non-potable water (indicative of implementation of WTRS which results in higher CS conveyance demand than building by building graywater reuse) resulting in an ADWF of 365,955 gpd for the maximum residential scenario. Applying a peaking factor of 3.0 to the ADWF, the Project is anticipated to generate a PDWF of 1,097,865 gpd or 762 gpm. The project Grading and Combined Sewer System Master Plan (GCSMP) outlines the Project's method for calculating the sanitary sewer demand is being submitted concurrently with this Infrastructure Plan.

14.2.3 Proposed Combined Sewer Capacity and Design Criteria

Preliminary hydrology and hydraulic models for the site have been developed and are included in the Combined Sewer Master Plan. The proposed CSS will be

designed with tidal elevation of POCD 96.5 or SFVD13 7.9 and will generally provide 4 feet of freeboard in conformance with the Subdivision Regulations, and include allowance for SLR of 24 inches. The Reconstructed 20th Street Pump Station will be protected from 66 inches of SLR to elevation 103.5 POCD or 14.9 SFVD13. In addition, the rim elevation of the Pump Station will be designed to protect from flooding related to the potential for overland flows.

14.2.4 Proposed Combined Sewer System

The proposed CSS is shown schematically in Figure 14.0. The CSS consists of the backbone improvements - such as gravity mains, manholes, catch basins, culverts, pump station, force main, and storage pipe, service laterals and appurtenant installations. . Developer may choose to request to defer installation of laterals (e.g., where the adjacent vertical development will lag the infrastructure construction), subject to case by case approval by SFPUC as an exception to the San Francisco Subdivision Code..

The CSS will be designed and constructed by the Developer with review and approval by SFPUC. The proposed CSS includes the gravity collection system, pump station, force main, storage and CS control structures and CS outfall structures. The CS outfall will require a flap gate, which will be installed at the time of outfall repair. The offsite existing upstream gravity CSS in 20th street between Illinois Street and Louisiana Street will remain in place. The existing offsite force main between the point of connection at 20th Street and Louisiana Street to the connection to the gravity sewer system on Illinois Street in the vicinity of 21st Street, may be retained subject to SFPUC approval of pending condition and sizing assessment. The proposed CSS system will be owned and maintained by the City upon construction completion and improvement acceptance by the City.

The proposed gravity CSS within the Developer Obligation Area will include a system of 12-inch to 54-inch mains. In raised streets, (if approved by the City), manholes will be offset from the valley gutter to prevent inundation during flood events. The gravity mains will connect to a new, relocated CS pump station located in the BAE parking area just north of 20th Street in the vicinity of Building 108. The pump station will pump sanitary sewer flows and the design stormwater flow to the 27-inch CS main in Illinois Street. The pump station control panel is proposed to be located within or on the side of existing Building 108 with substructures such as the wet well located outside, directly adjacent to the building.

The pump station will work in conjunction with proposed on-site storage pipe and control structures for outfall structures 30 and 30A to manage stormwater and limit the number of CS outfall events as identified in the City's NPDES permit.

14.2.5 Water Treatment and Recycling System (WTRS)

The Project may choose to implement a WTRS instead of implementing a parcel based graywater system to comply with the City's Non-Potable Water Ordinance, subject to market viability and the SFPUC Non Potable Water application approval. With WTRS some of the flow from the CSS would be diverted to an on-site, modular wastewater treatment plant that would treat collected wastewater to meet the water quality criteria defined in Title 22, Division 4, Chapter 3: Water Recycling Criteria of the California Code of Regulations. The resulting, treated, non-potable water would then be distributed to development parcels for reuse in toilet flushing, irrigation, cooling towers and other allowable uses as discussed further in the Non-Potable Water section of this Infrastructure Plan. The WTRS would be modular and installed and expanded in increments to accommodate the Phase Development Plan. The first module would have to be operational prior to first occupancy in

accordance with the Non-Potable Water Ordinance, unless otherwise waived by the SFPUC.

14.2.6 Existing Condition on 20th Street

The vicinity of the Historic Core fronting 20th Street, Louisiana Street, and 21st Street is a low-lying area that cannot be raised as part of this project. There are a number of existing historic buildings fronting 20th Street and future grades must generally conform to existing due to this constraining factor. The new CSS will contain the hydraulic grade below the street elevation for the 5-year storm. While the new CSS must maintain or reduce the freeboard and will improve the existing condition, it potentially may not achieve the City's recommended 4 feet and required 2 feet of freeboard as identified in the 2015 San Francisco Subdivision Regulations; after review in detailed design, the Developer may submit a request an exception from the freeboard requirement in these site boundary-constrained areas. Additionally, in the event of SLR, flooding in this low-lying area will need to be addressed as part of the Port's adaptive management strategy for the BAE Shipyard to the north. As previously discussed, the Project will fund a Shoreline Adaptation CFD through special taxes.

14.2.7 SLR Adaptation

The CSS has been designed to accommodate the required tide elevation plus a 24-inch allowance for SLR. As part of the Project's Adaptive Management Strategy, SLR will be monitored to determine when the adaptation strategy needs to be implemented. Adaptation strategy may include raising shoreline grades and addition of SLR pump stations to reduce the CSS hydraulic grade. Ownership and operation of pump stations will be determined in the development of adaptive management strategy (see Section 5.2).

14.2.8 100-Year Storm Design and Overland Release

A storm drain system model for the site has been developed as part of the Combined Sewer Master Plan. The model confirms that the storm drain system, street sections and street grading are able to convey the 100-year storm event and overland release without overtopping the street curb or impacting buildings. Modeling will be reviewed by the SFPUC as part of the MUP review and approval process. For the raised streets, this street was modeled to confirm that a 4-foot wide accessible path is maintained within the pedestrian zone while overland release from the 100-year storm event occurs without flooding subgrade structures such as basements. A draft memorandum outlining performance of drainage for raised streets is included as Appendix F to the GCSMP. Grading must conform to the street and building finish floors of existing Port buildings to remain along 20th Street and Louisiana Street, which affects overland release. At a minimum, the new CSS must maintain the freeboard in these areas for the 100-year storm.

14.2.9 Combined Sewer Phasing

The new CSS will be installed based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase consistent with the Project Phasing Plan to be approved with the Basis of Design, while also maintaining existing combined sewer function and applicable NPDES permit compliance status. The amount and location of the proposed CSS installed will be the minimum necessary to support the Development Phase, while maintaining service to existing non-project users of the sewer system and system permit compliance. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Utilities in previously built phases shall be inspected before and after construction of new phase to monitor any damages

caused during construction. Repairs and/or replacement of the existing facilities will be made as necessary to support the proposed Development Phase.

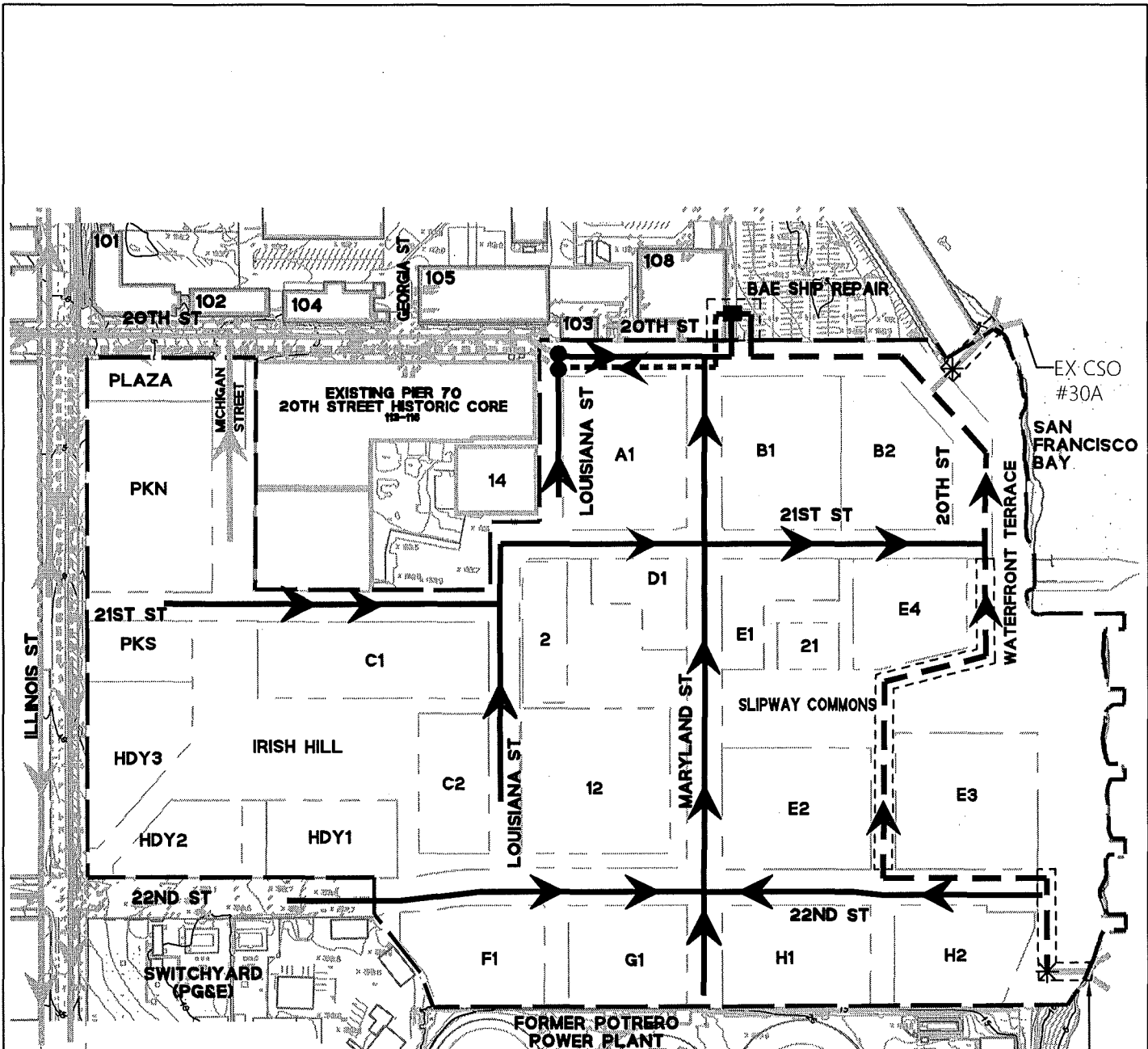
Temporary CS may be constructed by Developer and maintained by SFPUC at Developer's expense as necessary to support service to permanent infrastructure upstream. Temporary infrastructure will be avoided to the extent possible and are subject to SFPUC for approval.

A combined Alternatives Analysis/Conceptual Engineering Report (AA/CER) for the CS Pump Station, sewer storage facilities, and associated force main will be prepared by the Developer for SFPUC review and approval. The AA/CER will be scheduled in a manner so as to secure SFPUC approval prior to issuance of the Phase 1 Improvement Plan permit. The AA/CER will reference applicable design criteria (e.g., NPDES permit requirements, SLR performance objectives; construction phasing, etc.); identify applicable alternative designs (including capacities of sump, pumps, and storage); evaluate those alternatives, including applicable modeling, and secure SFPUC approval on the preferred alternative. The report will identify construction timing for the Developer's replacement of PS, sewer storage facilities, and outfall repair and flap gate installation. Any needed system-wide modeling will be conducted by the Developer team via access to the SFPUC system model or, at the Developer's request, by the SFPUC (subject to reimbursement).

The existing CS pump station and 54-inch storage pipe will remain until they either a) need to be upgraded because of capacity limitations that would result in Combined Sewer Discharges exceeding those allowed by SFPUC's NPDES Permit, or b) are impacted by the Phase development footprint. Additionally, a Basis of Design Report and supporting analysis will be submitted by the Developer at the

start of each subsequent project Phase in order to reconfirm sewer system performance, including Phase demands. The pump station shall be replaced as part of the Phase improvements if the estimated frequency of Combined Sewer Discharges exceeds the allowable limit by the time of Phase completion. As the existing pump station is in conflict with the development footprint in Phase 3, it must be replaced within Phase 3 at a minimum, if not earlier due to capacity limitations. The amount of storage will be managed to meet the Phase demands until all storage is replaced by Phase 3. Initial calculations of Combined Sewer Discharge frequency by phase have been provided in the Technical Memorandum included as Appendix E to the GCSMP.

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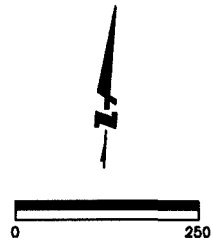


LEGEND

- PIER 70 SUD BOUNDARY
- PROPOSED DEVELOPMENT PARCEL
- PROPOSED COMBINED SEWER MAIN
- PROPOSED COMBINED SEWER FORCE MAIN
- PROPOSED COMBINED SEWER STORAGE
- EXISTING COMBINED SEWER FORCE MAIN
- EXISTING COMBINED SEWER GRAVITY MAIN
- PROPOSED PUMP STATION
- POINT OF CONNECTION
- WEIR STRUCTURE/FUTURE PUMP STATION
- OUTSIDE OF RIGHT OF WAY

NOTES

1. HALF OF PKS, HDY3, & HDY2 STORM DRAIN RUNOFF FLOWS DIRECTLY TO 27" GRAVITY MAIN IN ILLINOIS STREET.
2. PKS, HDY2, & HDY3 SEWER FLOWS TO 27" GRAVITY MAIN IN ILLINOIS STREET.



PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 14.0: COMBINED SEWER LOCATION

15. Stormwater Management

15.1 Existing Stormwater Management System

The site was developed prior to recent implementation of stormwater management systems and does not currently employ any best management practices to manage stormwater runoff. Currently, the site is 87% covered in impervious pavement.

15.2 Proposed Stormwater Management System

The Project is located in a combined sewer area and is subject to the Combined Sewer Area Performance Requirements of the San Francisco Stormwater Management Requirements (SMRs). A Stormwater Master Plan will be provided as part of the Basis of Design submitted with the Improvement Plans. This will be updated with each Phase.

Since the site was previously more than 50% impervious, the Project must reduce the runoff rate and volume of stormwater going into the combined system relative to the 2-year, 24-hour design storm. The Developer's Infrastructure obligations include the design and construction of the proposed stormwater management system within the Developer Obligation Area identified in Figure 1.0. Typically, the SMRs require projects reduce runoff rate and volume of stormwater by 25% each respectively. The SMRs acknowledge that some projects have more challenging site conditions than others, and with this in mind, SFPUC has developed the Modified Compliance Program to allow development projects with proven site challenges and limitations to modify the standard stormwater performance measures set by the SMR. The Modified Compliance Program:

- Applies only to projects in the Combine Sewer System
- Evaluates site limitation including: high groundwater, shallow depth to bedrock, poorly infiltrating soils, contamination, and zero lot line projects
- Assesses project potential for non-potable demand

- Modifies volume and peak runoff rate reduction requirements based on site-specific constraints. Modification allows for increase in peak runoff rate reduction while simultaneously decreasing volume reduction at a 1:1 ratio, to a maximum of 40% peak runoff rate and 10% volume reduction.

15.2.1 Roadways and Open Space

Three percolation tests have been performed at the site, with infiltration results between 0.3 inches per hour in bedrock areas and 2.4 inches per hour in existing fill areas. Additional testing will be performed in the future to confirm infiltration rates site wide in the vicinity of proposed features that will require infiltration for stormwater management. Provided that these tests yield similar results, the Roadways and Open Space will comply with SMRs through infiltration of stormwater runoff into underlying soils in landscape areas and pervious paving. The roadways and open space will achieve 25% peak rate and volume reductions in comparison to the existing condition for the 2 year, 24 hour event.

As discussed in Section 15.2.2 for Development Parcels, within the Developer Obligation Area, the project may increase perviousness in the Roadways and Open Space to provide additional rate and volume reductions for the Development Parcels. As approved by SFPUC based on proposed design, the project would still include equivalent reductions achieved by non-potable reuse as a part of this site wide compliance strategy, and provide the equivalence of 25% rate and volume reductions site wide.

Actual location of permeable paving to be approved during the City projects Street Improvement Permit (SIP) and Stormwater Control Plan (SCP) review and approvals process.

15.2.2 Development Parcels

The Development Parcels are generally zero lot line and directly adjacent to public parks and streets with limited options to reduce the volume of runoff. The Project intends to submit a master application for vertical parcels within the Developer Obligation Area requesting Modified Compliance Approval from SFPUC consisting of a 40 percent reduction in peak runoff rate and a 10 percent reduction in runoff volume for the Development Parcels. The Project's Modified Compliance Application will be submitted to the SMR Review Team prior to submittal of the Preliminary Stormwater Control Plan (SCP) for SFPUC Approval. Additionally, the project will be pursuing a master credit for stormwater volume reduction associated with non-potable reuse at the site through implementation of the district-wide WTRS. Alternatively, as approved by SFPUC, a stormwater volume reduction equivalency credit may be sought parcel by parcel based on graywater reuse within the buildings when subject to the NPO. Additional runoff volume and rate reductions, if required, may be addressed at each development parcel with implementation of Best Management Practices (BMPs), such as green roofs, flow through planters, or detention. Developer is not directly responsible for SMR compliance on Development Parcels.

Additionally, as discussed in 15.2.1 for Roadway and Open Space, the project may elect to increase perviousness within the streets and open space to further achieve a master-credit to be applied to Development Parcels; however, this would require the project to provide the equivalence of full compliance for Development Parcels.

15.2.3 Exempt Areas

Several Areas with the Developer Obligation Area are exempted from SMRs, including the existing portion of 20th Street and 22nd Street which are being

repaved in their current alignment, and Historic Buildings 2, 12 and 21, which are to remain.

15.2.4 SLR Adaptation

Stormwater Management features will be connected to the CSS. Initial design allows both CSS and Stormwater Management features to accommodate 24-inches SLR while maintaining freeboard within the respective systems. Modifications to the CSS required for SLR beyond 24-inches will also mitigate SLR impacts to the Stormwater Management features, future adaptation is not anticipated.

16. Dry Utility Systems

16.1 Existing Dry Utility Systems

16.1.1 Electric

Existing 12kV distribution systems within the project limits are served by Pacific Gas and Electric (PG&E) Company via Port electrical facilities managed and operated by the San Francisco Public Utilities Commission (SFPUC). The PG&E systems emanate from the adjacent PG&E Substation 'A' on Illinois and 22nd Street. PG&E 12kV systems occupy existing rights of way or franchised areas in 22nd Street and Illinois Street, and within the project limits. Port electrical facilities emanate from several PG&E wholesale distribution tariff WDT 12kV service locations within the project site and on the periphery. Specific WDT locations are as follows; Building 21, Building 102 and Michigan Street at 20th Street. These distribution points are wholesale energy transfer locations serving Port owned distribution facilities within the project site managed by the SFPUC PE. PG&E and Port facilities currently provide electric utility service at voltages of 12kV to below 600V with the project site.

16.1.2 Natural Gas

The site is currently served from an existing 16-inch PG&E gas main on Illinois Street through a 4-inch gas main on 20th Street.

16.1.3 Communications

Existing AT&T, Comcast, and other internet providers' facilities existing on Illinois street are in underground duct banks. Existing City of San Francisco Communication Department of Technology Information Services (DTIS) facilities consist of overhead lines and cables in underground conduits.

16.2 Proposed Dry Utility Systems

The Developer's Infrastructure obligations include the design and construction of the proposed dry utility systems per a utility service agreement to be executed during project implementation,

within the Developer Obligation Area identified in Figure 1.0. The proposed Joint Trench Layout is shown on Figure 16.0.

16.2.1 Electric

In accordance with Chapter 99 of the San Francisco Administrative Code, the SFPUC has performed a feasibility study and has determined that it will provide electric power to the project. SFPUC is the exclusive electric service provider for Pier 70 subject to the conditions of the DA. Based on the Draft June 15, 2015 Master Electric Infrastructure Plan (MEIP), the total cumulative electric load requirement for the project is about 22 MVA megavolt-amperes (MVA).

Developer will design and construct a joint trench with substructures including conduits, pull boxes, concrete pads and enclosures to complete a fully operational distribution system required by the SFPUC in accordance with their Rules and Regulations. The joint trench and associated substructures may be subject to refund. Distribution elements such as switches, transformers, and cables will be provided by the SFPUC and located underground.

SFPUC is responsible for planning, design and construction of all Wholesale Distribution Tariff (WDT) intervening facilities necessary to provide a source of SFPUC power to the project. Developer is responsible for all temporary and permanent distribution facilities starting at the load side of the WDT; including but not limited to the removal and relocation of any existing utility infrastructure, required for this project in accordance with SFPUC Rules and Regulations for Electric Service, local, state, and federal requirements.

SFPUC requires adequate space for the WDT interconnections to the PG&E power grid. Based on the required load of 22 MVA from the MEIP, SFPUC projects that there may be up to three 12kV circuits required to serve the load; that would consequently require additional space to install a switchgear with metering and necessary intervening facilities for respective WDT service location. While the WDT space can be indoor or outdoor, the project anticipates the WDT facilities to be installed indoors

located within specific buildings. SFPUC will be responsible for the design and coordination with the architect, electrical and civil/structural engineers of each building. Each WDT space will require a minimum area of 24 feet by 30 feet and at least 2 feet of unobstructed clearance from the top of the equipment to the bottom of a structural ceiling (if installed indoors). The walls and door around an indoor WDT space shall have a 3-hour fire rating. The door shall open outward and meet the same Uniform Building Code and NEC requirements for the installation and access of the building's electrical main service equipment. The switchgear shall be accessible 24 hours a day, 7 days a week. In the event that the WDT space is no longer needed in the future, SFPUC will remove all equipment including substructures, and restore the slab to a condition consistent with the adjacent building slab. The WDT spaces will not be on any of the development parcels except PKN, PKS, C1B or C1A, and C2A. Vertical Developer shall grant and SFPUC shall document and procure all necessary land rights for the WDT installation, and SFPUC provide a timely quitclaim of those land rights upon vacating the WDT facility.

16.2.2 Natural Gas

The gas distribution system is planned to be an element of a joint trench (JT) system which would include electric, phone, cable TV and streetlight facilities. The joint trench distribution system is shown on Figure 16.0. On some streets, in order to provide 10 feet between proposed building structures and gas piping systems, gas mains may be required to be separated from the joint trench into a gas only trench. The Developer will be responsible for construction of gas mains within the proposed roadway network.

16.2.3 Communications

The communications systems are planned to be an element of a JT which would include electric, gas and streetlight facilities.

Internet providers such as AT&T, Comcast or other third parties will provide new service for proposed improvements as participants in the JT system. Facilities will be placed in franchised areas. The Developer will be responsible for designs and construction of the JT

to accommodate AT&T, Comcast, or other third party facilities within Developer Obligation Area.

The Developer will be responsible for a DTIS substructure system within the Developer Obligation Area, including conduits, boxes and fire alarm pull stations; these will be provided as an element of the JT. Design and specification will be in accordance with DTIS standard requirements.

16.2.4 District Microgrid and Renewable Energy Variants

Solar photovoltaic arrays could be located on various project rooftops and interconnected with a proposed Project district scale microgrid system to serve as a site-side (demand side) distribution system capable of balancing captive supply and demand resources. The Project microgrid would reduce energy losses in transmission and distribution, increasing efficiency of the electric delivery system. The Project microgrid can be backed up by the project's electrical distribution system and would not necessarily supply all project demand.

16.2.5 Streetlight Systems

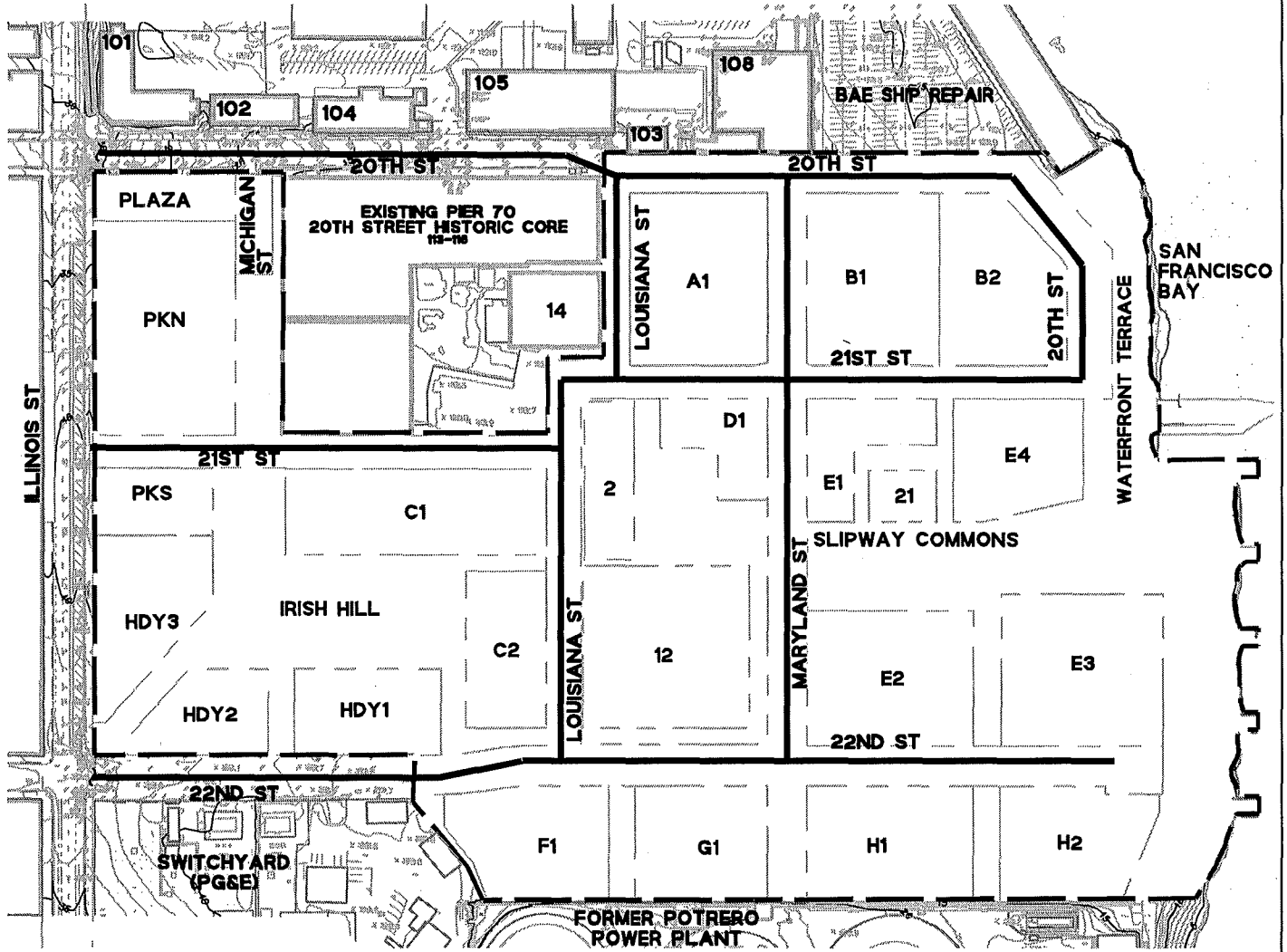
Proposed public streetlighting systems will consist of conduits, boxes, conductors and streetlighting units (foundation, pole, and luminaire). Lighting unit locations, and spacing will be in compliance with San Francisco Public Utilities Commission Streetlighting Standard Requirements, and Subdivision Regulations. LED or light emitting diode technology will be employed in conformance with the latest industry standards, IES recommended practice and subject to SFPUC approval. Electric distribution systems will be in compliance with the National Electrical or California electrical Code, and all local requirements. Streetlighting units shall comply with City of San Francisco standards. The SSMP identifies a set of lamp fixtures and fixture types that will be specified, and surplus stock will be provided for repair and replacement of street lights by SFPUC. Project may submit street lights/poles to the City for approval, and if not acceptable, street lights/poles will be maintained by the project through an Independent Maintenance

Entity. The City, at its discretion, may choose to maintain approved fixtures and related electrical wiring on private poles through an agreement with the Independent Maintenance Entity.

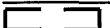


16.3 Proposed Dry Utility System Phasing

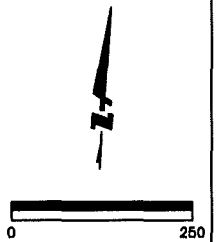
The new JT system will be installed based on the principle of adjacency and as-needed to facilitate a specific proposed Development Phase the Project Phasing Plan to be approved with the Basis of Design. . The amount and location of the proposed JT installed will be the minimum necessary to support the Development Phase. The new Development Phase will connect to the existing systems as close to the edge of the Development Phase area as possible while maintaining the integrity of the existing system for the remainder of the Project. Repairs and/or replacement of the existing facilities will be made as necessary to support the proposed Development Phase. Temporary JT may be constructed by Developer and maintained by the Project Electrical Utility at Developer's expense as necessary to support service to existing buildings.

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LEGEND

-  PIER 70 SUD BOUNDARY
-  PROPOSED DEVELOPMENT PARCEL
-  PROPOSED JOINT TRENCH



PIER 70 SUD INFRASTRUCTURE PLAN

FIGURE 16.0 JOINT TRENCH LOCATION

